

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 from August 7, 2013 and August 21, 2013.

P-1 Proclamations Honoring: **Kingsway Regional School District** for achieving 88 percent increase in dollars contributed, **City of Woodbury** Employees for achieving 131 percent increase in dollars contributed; **Gloucester County Improvement Authority** Employees for achieving 49 percent increase in dollars contributed with a department exceeding 50 employees and the **Gloucester County Office of Elections** Employees for achieving 49 percent increase in dollars contributed with a department with less than 50 employees and the **Gloucester County Office of Emergency Response** Employees for achieving a 25 percent increase of over \$2,000 Contributed to the 2012 Gloucester County Public Employees Charitable Campaign/United Way (Chila) (to be presented).

P-2 Proclamation recognizing the 100th year anniversary of the First Baptist Church of Glassboro, NJ (Simmons) (to be presented at a later date).

P-3 Proclamation recognizing the 44th Anniversary of Mount Zion-Wesley United Methodist Church (Taliaferro) (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 GLOUCESTER COUNTY TO SERVE AS LEAD AGENCY FOR THE ESTABLISHMENT OF A COMMODITY RESALE SYSTEM AS PER N.J.A.C. 5:34-7.15 FOR THE RESALE OF GASOLINE, DIESEL FUEL, SNOW REMOVAL CHEMICALS AND PUBLIC WORKS MATERIALS. Gloucester County is desirous of establishing a Commodity Resale System authorized by N.J.A.C. 5:34-7.15 for the resale of Diesel Fuel, Regular Gasoline, Snow Removal Chemicals and Public Works Materials and through the Division of Local Government Services Gloucester County will act as the Lead Agency with the following participants:

- | | |
|----------------------------|---|
| Borough of Clayton | Borough of Paulsboro |
| Township of Deptford | Borough of Pitman |
| Township of East Greenwich | Township of South Harrison |
| Township of Elk | Borough of Swedesboro |
| Township of Franklin | Township of Washington |
| Borough of Glassboro | Borough of Wenonah |
| Township of Greenwich | Township of West Deptford |
| Township of Harrison | Borough of Westville |
| Township of Logan | City of Woodbury |
| Township of Mantua | Borough of Woodbury Heights |
| Township of Monroe | Township of Woolwich |
| Borough of National Park | Gloucester County Institute of Technology |
| Borough of Newfield | Gloucester County Special School Serv. District |
| Gloucester County Library | Gloucester County Utilities Authority |
| Gloucester County College | Gloucester County Improvement Authority |

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

B-1 RESOLUTION AUTHORIZING APPLICATION TO DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF NJ STATE POLICE AND ACCEPTANCE OF FY2013 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT, IN THE TOTAL AMOUNT OF \$110,000.00 WHICH INCLUDES AN IN-KIND MATCH OF \$55,000.00, FROM JULY 1, 2013 TO JUNE 30, 2014. This resolution is authorizing the FY 2013 Emergency Management Assistance Agency Grant in the total amount of \$110,000.00, which includes \$55,000.00 in Grant Funds and a \$55,000 County In-Kind Match. These funds are to be used to offset salaries for the Emergency Management Staff. Per the County Work Plan included in the application of the grant and per the directive of the State, the County will accept an additional \$15,000.00 which is to be equally distributed in the amount of \$5,000.00 to the Township of Greenwich, Township of Deptford and Township of Monroe, for the grant period of July 1, 2013 to June 30, 2014.

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

C-1 RESOLUTION TO CONTRACT WITH KERNAN CONSULTING ENGINEERS TO PROVIDE PROFESSIONAL SERVICES AS A HOUSING INSPECTOR/ENGINEER AS NEEDED FROM SEPTEMBER 1, 2013 TO AUGUST 31, 2014 IN AN AMOUNT NOT TO EXCEED \$50,000.00. This Resolution awards a Professional Services Contract to Kernan Consulting Engineers for Inspection/Engineering Services to the Gloucester County Owner-Occupied Rehabilitation Program as per RFP 13-043. Kernan Consulting Engineers will provide and make available to the Department of Economic Development site inspections, work write-ups in bid spec format, photos and construction administration. The Owner Occupied Rehabilitation Program provides direct financial assistance to low and moderate income households for housing rehabilitation. The Professional Services Contract will be in an amount not to exceed \$50,000.00 from September 1, 2013 to August 31, 2014. This is a grant funded program.

C-2 RESOLUTION TO CONTRACT WITH TRIAD ASSOCIATES TO PROVIDE PROFESSIONAL SERVICES AS A PLANNING CONSULTANT FROM SEPTEMBER 1, 2013 TO AUGUST 31, 2014 AS NEEDED IN AN AMOUNT NOT TO EXCEED \$38,000.00. This Resolution awards a Professional Services Contract to Triad Associates for Planning Consultant Services to the Gloucester County Community Development and HOME Investment Partnership Programs as per RFP 13-042 from September 1, 2013 to August 31, 2014, in an amount not to exceed \$38,000.00. This is a Grant funded program.

C-3 RESOLUTION TO AMEND THE CONTRACT WITH HABITAT FOR HUMANITY FOR THE DEPTFORD NEW CONSTRUCTION PROJECT EXTENDING THE TERM FOR ONE YEAR FROM OCTOBER 16, 2013. This Resolution authorizes an amendment to a contract with Habitat for Humanity to extend the term for a period of one year from October 16, 2013. The original contract that passed at the October 17, 2012 freeholder meeting was for the development of a new construction of a single-family, one story, 3 bedroom home containing 1250 square feet dwelling located at 125 Cove Road Deptford, NJ (Block 575, Lot 12).

C-4 RESOLUTION TO EXTEND THE SHARED SERVICES AGREEMENT WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY FOR THE MANAGEMENT OF A TENANT BASED RENTAL ASSISTANCE PROGRAM FOR ONE YEAR. This Resolution authorizes an Amendment to a Shared Services Agreement with the Housing Authority of Gloucester County extending the term for one (1) year with no additional funding. The Agreement is to provide Tenant Based Rental Assistance to low income County Residents who require such services. The extension is due to leasing issues and the necessity to provide continuity of rental assistance to current recipients of the rental subsidies.

C-5 RESOLUTION AWARDED A CONTRACT TO ACE ELEVATOR, LLC, FOR FURNISHING OF FULL SERVICE ELEVATOR MAINTENANCE AND EMERGENCY SERVICE FROM OCTOBER 5, 2013 TO SEPTEMBER 30, 2015 IN AN AMOUNT NOT TO EXCEED \$85,000.00 PER YEAR. The County has a need for full service elevator maintenance and emergency service as set forth in bid specifications PD-013-044. Bids were publicly received and opened on August 15, 2013, wherein it was determined that Ace Elevator, LLC, with offices at 555 Washington Terrace, Audubon, NJ 08106, was the lowest responsive and responsible bidder to perform said services, for a contract amount not to exceed \$85,000.00 per year for the term of two years from the date of the award of the contract, with the County having the option to extend for one (1) two-year term, or two (2) one-year terms as set forth in the bid specifications.

C-6 RESOLUTION AUTHORIZING A CONTRACT WITH R.E. PIERSON CONSTRUCTION COMPANY, INC. FOR THE REHABILITATION OF WILSON LAKE DAM IN THE BOROUGH OF CLAYTON AND THE TOWNSHIP OF FRANKLIN IN THE AMOUNT OF \$2,399,539.36. This Resolution will authorize and approve the County entering into a Contract with R.E. Pierson Construction Company, Inc. (P.O. Box 430 Woodstown, NJ 08098/426 Swedesboro Road, Pilesgrove, NJ 08098) for the Construction of the Rehabilitation of Wilson Lake Dam, East Academy Street (County Route 610) over Scotland Run, County Bridge 8-L-1 in the Borough of Clayton and Township of Franklin, Gloucester County, New Jersey, Engineering Project #02-06 (hereinafter the "Project"), in the amount of \$2,399,539.36. This contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Tuesday, August 20, 2013. R.E. Pierson Construction Company, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. This project consists the rehabilitation of the dam spillway, embankment, roadway and associated roadway improvements at the County owned Scotland Run Park at Wilson Lake. This project is anticipated to be completed 180 days after notice to proceed is issued by the County. This project is 100% State Aid funded.

C-7 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 14-53-312 BETWEEN THE COUNTY AND THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$30,000.00 FOR THE FISCAL YEAR 2014 REGIONAL GIS IMPLEMENTATION AND COORDINATION PROGRAM. This agreement funds Gloucester County's continued participation in the development of DVRPC's Regional GIS Implementation and Coordination Program. The program is arranged to support the use of transportation data files provided by the State of New Jersey and participating federal agencies. The grant supports the development, maintenance, and sharing of transportation-related data and this project also allows the county to provide the state with additional files that are best fashioned at county and local levels, providing the state with accurate characteristics of roadways, rail systems, as well as assets like guiderail or signs in Gloucester County. Staff will be

responsible for participating in the development of transportation network geography, compiling database elements and data sharing, this includes completing mapping requests from County departments as well. This grant enables the county to have a complete file of highway, rail and local road systems. The funds will be used primarily to reimburse staff salary, but will also accommodate the purchase of software that will allow for file conversions that are compatible with our ArcGIS; purchase of license agreement for ArcGIS 10.0 and will also offset training costs for staff which may include travel costs only, as most training being offered in this Fiscal Year will require no additional cost.

C-8 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH TTI ENVIRONMENTAL, INC. , TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$4,000.00 RESULTING IN A TOTAL CONTRACT AMOUNT OF \$373,650.00. This Resolution authorizes an amendment to a contract with TTI Environmental, Inc., to increase the contract by \$4,000.00 resulting in a total contract amount of \$373,650.00. The original contract was for the installation of the new underground storage tanks for the Clayton Complex. The Borough of Clayton requires Professional Engineer signed and sealed drawings for release of construction permits before the project can continue.

**DEPARTMENT OF HEALTH &
EDUCATION**

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2014 FORD EXPLORER FROM BEYER FORD FOR USE BY THE COUNTY HEALTH DEPARTMENT FOR A TOTAL CONTRACT AMOUNT OF \$25,434.00. This Resolution authorizes the purchase of one (1) 2014 Ford Explorer 4WD 4 Door Base (or equal) from Beyer Ford as per bid specifications PD #013-042 for a total contract amount of \$25,434.00. This is an approved purchase in accordance with the funds available through the Solid Waste Grant funding for 2013.

D-2 RESOLUTION ACCEPTING DONATION OF FOUR CEMETERY PLOTS LOCATED AT WOODBURY MEMORIAL PARK FROM EGLINGTON CEMETERY CO. This Resolution authorizes the County to accept from Eglington Cemetery Co., 420 Kings Hwy., Clarksboro, NJ, donation of four cemetery plots located at Woodbury Memorial Park, Woodbury, Gloucester County, for use by the County as it deems appropriate. The County has a need for the plots in order to comply with its statutory obligation to make appropriate burial arrangements for indigent persons pursuant to N.J.S.A. 40A:9-49.1, and for the County Medical Examiner to comply with its statutory obligation to make appropriate burial arrangements for unidentified or unclaimed bodies pursuant to N.J.S.A. 40A:9-49.

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES**

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

E-1 RESOLUTION AUTHORIZING EXECUTION OF A BUSINESS ASSOCIATE AGREEMENT BETWEEN THE COUNTY AND THE NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY DEVELOPMENT. The underlying contract with the NJ Department of Human Services, Division of Family Development, provides one-time housing or utility assistance payments for certain low income households to prevent homelessness. The State of New Jersey, Department of Human Services has advised that a Business Associate Agreement amending contract (12AHHS) is necessary due to changes with the grant administration procedures. Therefore, execution of the Business Associate Agreement is required in order to effectuate the additional terms set forth that may modify the underlying contract.

E-2 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2014 FORD F-550 22 PASSENGER BUSES WITH REAR LIFTS AND TWO (2) WHEELCHAIR POSITIONS FROM WOLFINGTON BODY COMPANY, INC., FOR A TOTAL AMOUNT OF \$148,054.00 UNDER THE 2013 CAPITAL TRANSIT INVESTMENT PLAN (CTIP). Pursuant to the Capital Transit Investment Program (CTIP), the County will purchase the buses for the City of Woodbury and the Township of Monroe. This resolution authorizes the County to purchase two (2) Ford F-550 22 passenger buses with rear lifts and two (2) wheelchair positions from Wolfington Body Company, Inc., per bid PD-13-041. The cost of each bus will be shared, the County will pay 50% of the purchase price for each bus and the municipality will pay 50% of the purchase price direct to Wolfington Body Company, Inc. The County will pay a total of \$74,027.00 for both buses. Pursuant to the County's Capital Transit Investment Plan program, the municipalities are required to pay 50% of the total cost of the bus.

**DEPARTMENT OF GOVERNMENT
SERVICES**

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING A ONE-YEAR RENEWAL OF AN AGREEMENT BETWEEN THE COUNTY AND ROWAN UNIVERSITY FOR THE SHARED SPONSORSHIP OF THE MEGAN M. GIORDANO FELLOWSHIP IN PUBLIC HISTORY FROM SEPTEMBER 1, 2013 TO AUGUST 31, 2014 WITH A TOTAL COST TO THE COUNTY OF \$32,650.00. This resolution authorizes a one-year renewal of the Agreement with Rowan University funding the Megan M. Giordano Fellowship in Public History.

Through this agreement, Rowan University provides the services of a doctoral Fellow, presently Dr. Jennifer Janofsky, who has taken the lead in developing new historical educational events and programming for Red Bank Battlefield and the Whitall House, as well as seeking new public and private grant funding opportunities. In place only one year, the partnership with Rowan University's History Department has already resulted in new programming and grant funding. Rowan University will fund \$17,329.73 of the fellowship, with the County contributing \$32,650.00.

G-2 RESOLUTION AUTHORIZING APPLICATION FOR PROJECT SUPPORT GRANT FUNDING FROM THE NEW JERSEY HISTORICAL COMMISSION IN THE AMOUNT OF \$14,000.00, WITH A CASH MATCH BY THE COUNTY OF \$7,000.00 AND AN IN-KIND MATCH OF \$4,590.00, FOR A TOTAL PROGRAM BUDGET OF \$25,590.00. The grant funds and total program budget will be used for the fabrication of a series of eight ADA Compliant interpretive signs that will meet the National Park Service standards for accessibility of interpretive signage. The signage will be installed along the remains of Fort Mercer, Red Bank Battlefield in National Park, and will offer visitors a more comprehensive understanding of the crucial role South Jersey played in the American Revolution. The signage will include an explanation of naval strategy through interpretation of our chevaux de fries installation; signage discussing the First and Second Rhode Island Regiments; the explosion of the HMS Augustus off the Whitall House; a soldier's life in 1777; and, the implications for the American Revolution forces.

G-3 RESOLUTION TO CONTRACT WITH S.J. FARMERS EXCHANGE, INC., FISHER & SON COMPANY, INC., MITCHELL PRODUCTS, LLC, JOHN DEERE LANDSCAPES, HELENA CHEMICAL CO., SYNATEK SOLUTIONS, INC., AND PENNINGTON SEED, INC. FOR SUPPLY AND DELIVERY OF GRASS SEED, TOPDRESSING, FERTILIZERS AND PLANT PROTECTANTS FOR PITMAN GOLF COURSE AND VETERANS CEMETERY FROM SEPTEMBER 4, 2013 TO SEPTEMBER 3, 2014. This Resolution authorizes contracts for the supply and delivery of specific grass seed, topdressing, fertilizers and plant protectant products for the Pitman Golf Course and the Veterans Cemetery per PD-013-043 as follows:

- S.J. Farmers Exchange, Inc. for an amount not to exceed \$21,000.00,
- Fisher & Son Co. for an amount not to exceed \$17,000.00,
- Mitchell Products, LLC for an amount not to exceed \$8,000.00,
- John Deere Landscapes for an amount not to exceed \$27,000.00,
- Helena Chemical Co. for an amount not to exceed \$45,000.00,
- SynaTek Solutions, Inc. for an amount not to exceed \$1,600, and
- Pennington Seed for an amount not to exceed \$500.00.

These grounds maintenance materials are necessary to protect the turf from weed encroachment, death from diseases and to keep the turf healthy. Grass seed is needed to repair damage done daily by golfers and cart traffic at the golf course and to repair freshly filled graves at the Veterans Cemetery.

Old Business

New Business

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

Adjournment

MINUTES

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

47759 Proclamation Honoring Gloucester County Institute of Technology Cheetahs Women's Softball Team for their Outstanding Performance during the 2013 Season (Barnes) (to be presented)

47760 Proclamation to Honor and Welcome home Sergeant Roy Pierson and Sergeant Matthew Gambale from their deployment in Afghanistan on Friday, July 12, 2013 (Chila) (previously presented)

47761 Proclamation to Honor Virginia Johnson for her unselfish and outstanding gift of six bronze statues to the Glassboro Memorial Post # 679 and for her outstanding and longtime service to her Community and our Countries Veterans of Foreign Wars (Chila) (previously presented)

47762 Proclamation Recognizing Cecil Fire Company # 1 on their Celebration of Housing their new 2013 Spartan ERV Rescue Pumper on June 8, 2013 (Chila) (previously presented)

47763 Proclamation Recognizing Williamstown Fire Company # 1 on their Celebration of Housing their Two new 2013 Spartan ERV Class A Pumpers on June 8, 2013 (Chila) (previously presented)

47764 Proclamation in Honor of the Gloucester County Veterans Memorial Cemetery Honor Guard for their continued commitment and service to their fellow Veterans (Chila) (previously presented)

47765 Proclamation to Honor and Welcome home Specialist Danyelle R. Cormaney and Corporal Frederick J. Cormaney, Jr. from their deployment in Afghanistan on Saturday, July 27, 2013 (Chila) (previously presented)

47766 Proclamation to Honor and Welcome home Sergeant Dominick Jones from his deployment in Afghanistan on Friday, July 12, 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

47767 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6.

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

Comments: N/A

47768 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

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

Comments: N/A

47769 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- Women, Infants & Children Program (WIC) - \$5,000.00
- Peer Grouping - \$97,374.00
- Edward Byrne Memorial Justice Assistance Grant (JAG) - \$10,743.00
- County Environmental Health Act - \$98,050.00

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

Comments: N/A

47770 RESOLUTION AUTHORIZING THE APPOINTMENT OF A CERTAIN INDIVIDUAL TO SERVE AS A MEMBER 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

47771 RESOLUTION AUTHORIZING AWARD OF CONTRACTS FOR THE PROVISION OF PROFESSIONAL RADIO COMMUNICATIONS CONSULTING SERVICES FROM AUGUST 7, 2013 TO AUGUST 6, 2014 TO 1) CONSOLIDATED CONSTRUCTION MANAGEMENT SERVICES (CCMS), IN AN AMOUNT NOT TO EXCEED \$245,880.00 AND 2) MISSION CRITICAL PARTNERS, INC., IN AN AMOUNT NOT TO EXCEED \$104,875.00.

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

Comments: N/A

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

47772 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH THE BOROUGH OF CLAYTON INCREASING THE CONTRACT AMOUNT BY \$28,908.00 FOR COMPLETION OF FLOOD DRAINAGE IMPROVEMENT PROJECT.

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

Comments: N/A

47773 RESOLUTION CONFIRMING SETTLEMENT OF THE CONDEMNATION MATTER COUNTY OF GLOUCESTER V. PATRICK J. BOYCE & THERESA BOYCE UNDER DOCKET NO. GLO-L-1318-12.

	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**

47774 RESOLUTION AUTHORIZING AN EMERGENCY GRANT AGREEMENT WITH EVERGREEN COURT ADULT DAY SERVICES FROM JULY 1, 2013 TO DECEMBER 31, 2013 IN AN AMOUNT NOT TO EXCEED \$9,567.00 DUE TO THE SUDDEN CLOSURE OF GUARDIAN PROGRAMS ADULT MEDICAL DAY CARE.

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

Comments: N/A

47775 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ALL ABOUT CARE, LLC FOR THE PROVISION OF THE PEER GROUPING HOMEMAKER/PERSONAL CARE PROGRAM IN AN AMOUNT NOT TO EXCEED \$41,590.00 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

47776 RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT, AWARDED BY NEW JERSEY STATE GRANT PROVISIONS, WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY, (AS THE OWNER/OPERATOR OF THE SHADY LANE NURSING HOME) PURSUANT TO WHICH THE COUNTY OF GLOUCESTER WILL ADMINISTER CERTAIN CARE MANAGEMENT AND SUPPORT SERVICES FROM JANUARY 1, 2013 TO DECEMBER 31, 2013 FOR A TOTAL CONTRACT AMOUNT OF \$97,374.00.

	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**

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

47777 RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH SECURE ALERT, INC. TO PROVIDE GPS HOME ELECTRONIC DETENTION SYSTEM TRACKING DEVICES FOR THE DEPARTMENT OF CORRECTIONS FROM AUGUST 3, 2013 TO AUGUST 2, 2015 WITH AN ANNUAL AMOUNT OF PAYMENTS BY THE INDIVIDUAL INMATES USING THE DEVICES NOT TO EXCEED \$200,000.00, AND AN ANNUAL AMOUNT BY THE COUNTY NOT TO EXCEED \$5,000.00.

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

Comments: N/A

47778 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.

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

Comments: N/A

47779 RESOLUTION AUTHORIZING EXECUTION OF ALL DOCUMENTS RELATIVE TO THE GRANT APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, JAG #2013-H5679-NJ-DJ, INCLUDING THE APPLICABLE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF DEPTFORD, IN THE AMOUNT OF \$10,743.00, FROM OCTOBER 1, 2012 TO SEPTEMBER 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

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

47780 RESOLUTION AUTHORIZING EXECUTION OF THE 2013 SALARY AGREEMENT WITH RUTGERS COOPERATIVE EXTENSION DIVISION FOR AN AMOUNT NOT TO EXCEED \$126,349.00 FROM JANUARY 1, 2013 TO DECEMBER 31, 2013.

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

Comments: N/A

47781 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE PROVISION OF N.J. CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES AND TRANSFERRING 2013 CLEAN COMMUNITIES GRANT FUNDS IN THE AMOUNT OF \$124,073.16 TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR SAID ACTIVITIES.

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

Comments: N/A

47782 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF IRVING M. DERINGER AND FRANCES DERINGER, LOCATED IN THE TOWNSHIP OF EAST GREENWICH, KNOWN AS BLOCK 101, LOT 10, CONSISTING OF APPROXIMATELY 11.24 ACRES, FOR THE AMOUNT OF \$96,102.00.

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

Comments: N/A

47783 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF THOMAS A. SORBELLO AND MARIE SORBELLO, LOCATED IN THE TOWNSHIP OF SOUTH HARRISON, KNOWN AS BLOCK 17, LOT 1, CONSISTING OF APPROXIMATELY 16.861 ACRES, FOR THE AMOUNT OF \$185,471.00.

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

Comments: N/A

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:

- Jim Lafer, Deptford Township, spoke about County Rehab Unit. Out of Service due to use since October. He found a unit in Baltimore and would like the Freeholder's to assist.
- Donna Ward, Mantua Township, had concerns about standardized tests.
- Janis Lenox, North Wildwood Common Core, had concerns about standardized tests.
- Michelle Mellon, Cape May County Common Core, had concerns about standardized tests.
- Joe Scott, Deptford Township, spoke in favor of the new rehab unit truck.

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 8:08 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

MINUTES

7:30 p.m. Wednesday, August 21, 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 regular meeting minutes and the closed session meeting minutes from July 24, 2013.

July 24, 2013 Regular Meeting Minutes

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

Comments: N/A

July 24, 2013 Closed Session Minutes

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

Comments: N/A

47785 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)

OPEN

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

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore					
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**

47786 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF AUGUST 2013.

	Motion	Second	Yes	No	Abstain
Nestore					
Wallace			X	PG. 106 & 107	
Chila	X		X		
Simmons		X	X		13-06741 13-06796 12-09675
Barnes			X		13-06581 13-06799
Taliaferro			X		
Damminger			X		

Comments: N/A

47787 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.

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

Comments: N/A

47788 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.

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

Comments: N/A

47789 RESOLUTION APPOINTING DEPUTY COUNTY ASSESSORS FOR THE COUNTY OF GLOUCESTER.

	Motion	Second	Yes	No	Abstain
Nestore					
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**

47790 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.

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

Comments: N/A

47791 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.

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

Comments: N/A

47792 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.

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

Comments: N/A

47793 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.

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

Comments: N/A

47794 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.

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

Comments: N/A

47795 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.

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

Comments: N/A

47796 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.

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

Comments: N/A

47797 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.

	Motion	Second	Yes	No	Abstain
Nestore					
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**

47798 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.

	Motion	Second	Yes	No	Abstain
Nestore					
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**

47799 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.

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

Comments: N/A

47800 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.

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

47801 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.

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

Comments: N/A

47802 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.

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

Comments: N/A

47803 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.

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

Comments: N/A

47804 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.

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

Comments: N/A

47805 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.

	Motion	Second	Yes	No	Abstain
Nestore					
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**

47806 RESOLUTION AUTHORIZING A CONTRACT WITH MERRELL & GARAGUSO INC. FOR THE PROVISION OF HANDICAP ACCESSIBLTY 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.

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment 7:46 PM

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

Comments: N/A

**Honoring
Kingsway Regional School District
Employees for Achieving an 88 Percent Increase in Dollars Contributed
to the 2012 Gloucester County Public Employees Charitable
Campaign/United Way**

WHEREAS, in 2012, employees of Gloucester County Departments, Municipalities, Police Departments and School Districts contributed a total of \$204,663 in support of over 700 non-profit organizations participating in the Gloucester County Public Employees Charitable Campaign/United Way (GCPECC); and

WHEREAS, these contributions represented 10% of the annual United Way Campaign total; and

WHEREAS, nearly \$66,801 of the total was contributed to the United Way and its partner agencies, representing 9% of the \$724,000 allocated locally; and

WHEREAS, GCPECC/United Way Campaign proceeds support 21 health and human service programs available to Gloucester County residents; and

WHEREAS, programs include child care for low income families, medical and health services for the elderly and medically frail, counseling for children, families and individuals, a 24-hour information and referral hotline, substance abuse prevention and treatment services, emergency shelter and homeless prevention services and other assistance for those in need; 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 congratulate and honor the Kingsway Regional School District Employees for their efforts on behalf of the 2012 Gloucester County Public Employees Charitable Campaign/ United Way.

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 4th day of September, 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

**Honoring
Gloucester County Improvement Authority
Employees for Achieving a 49 Percent Increase in Dollars Contributed
to the 2012 Gloucester County Public Employees Charitable
Campaign/United Way**

WHEREAS, in 2012, employees of Gloucester County Departments, Municipalities, Police Departments and School Districts contributed a total of \$204,663 in support of over 700 non-profit organizations participating in the Gloucester County Public Employees Charitable Campaign/United Way (GCPECC); and

WHEREAS, these contributions represented 10% of the annual United Way Campaign total; and

WHEREAS, nearly \$66,801 of the total was contributed to the United Way and its partner agencies, representing 9% of the \$724,000 allocated locally; and

WHEREAS, GCPECC/United Way Campaign proceeds support 21 health and human service programs available to Gloucester County residents; and

WHEREAS, programs include child care for low income families, medical and health services for the elderly and medically frail, counseling for children, families and individuals, a 24-hour information and referral hotline, substance abuse prevention and treatment services, emergency shelter and homeless prevention services and other assistance for those in need; 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 congratulate and honor the Gloucester County Improvement Authority Employees for their efforts on behalf of the 2012 Gloucester County Public Employees Charitable Campaign/ United Way.

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 4th day of September, 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

**Recognizing
Gloucester County Office of Emergency Response
Employees for Achieving a 25 Percent Increase of over \$2,000
Contributed to the 2012 Gloucester County Public Employees Charitable
Campaign/United Way**

WHEREAS, in 2012, employees of Gloucester County Departments, Municipalities, Police Departments and School Districts contributed a total of \$204,663 in support of over 700 non-profit organizations participating in the Gloucester County Public Employees Charitable Campaign/United Way (GCPECC); and

WHEREAS, these contributions represented 10% of the annual United Way Campaign total; and

WHEREAS, nearly \$66,801 of the total was contributed to the United Way and its partner agencies, representing 9% of the \$724,000 allocated locally; and

WHEREAS, GCPECC/United Way Campaign proceeds support 21 health and human service programs available to Gloucester County residents; and

WHEREAS, programs include child care for low income families, medical and health services for the elderly and medically frail, counseling for children, families and individuals, a 24-hour information and referral hotline, substance abuse prevention and treatment services, emergency shelter and homeless prevention services and other assistance for those in need; 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 congratulate and recognize the Gloucester County Office of Emergency Response Employees for their efforts on behalf of the 2012 Gloucester County Public Employees Charitable Campaign/United Way.

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 4th day of September, 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

**Honoring
City of Woodbury
Employees for Achieving 131 Percent Increase in Dollars Contributed to
the 2012 Gloucester County Public Employees Charitable
Campaign/United Way**

WHEREAS, in 2012, employees of Gloucester County Departments, Municipalities, Police Departments and School Districts contributed a total of \$204,663 in support of over 700 non-profit organizations participating in the Gloucester County Public Employees Charitable Campaign/United Way (GCPECC); and

WHEREAS, these contributions represented 10% of the annual United Way Campaign total; and

WHEREAS, nearly \$66,801 of the total was contributed to the United Way and its partner agencies, representing 9% of the \$724,000 allocated locally; and

WHEREAS, GCPECC/United Way Campaign proceeds support 21 health and human service programs available to Gloucester County residents; and

WHEREAS, programs include child care for low income families, medical and health services for the elderly and medically frail, counseling for children, families and individuals, a 24-hour information and referral hotline, substance abuse prevention and treatment services, emergency shelter and homeless prevention services and other assistance for those in need; 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 congratulate and honor the City of Woodbury Employees for their efforts on behalf of the 2012 Gloucester County Public Employees Charitable Campaign/ United Way.

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 4th day of September, 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

**Honoring
Gloucester County Office of Elections
Employees for Achieving a 49 Percent Increase in Dollars Contributed to
the 2012 Gloucester County Public Employees Charitable
Campaign/United Way**

WHEREAS, in 2012, employees of Gloucester County Departments, Municipalities, Police Departments and School Districts contributed a total of \$204,663 in support of over 700 non-profit organizations participating in the Gloucester County Public Employees Charitable Campaign/United Way (GCPECC); and

WHEREAS, these contributions represented 10% of the annual United Way Campaign total; and

WHEREAS, nearly \$66,801 of the total was contributed to the United Way and its partner agencies, representing 9% of the \$724,000 allocated locally; and

WHEREAS, GCPECC/United Way Campaign proceeds support 21 health and human service programs available to Gloucester County residents; and

WHEREAS, programs include child care for low income families, medical and health services for the elderly and medically frail, counseling for children, families and individuals, a 24-hour information and referral hotline, substance abuse prevention and treatment services, emergency shelter and homeless prevention services and other assistance for those in need; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby congratulate and honor the Gloucester County Office of Elections Employees for their efforts on behalf of the 2012 Gloucester County Public Employees Charitable Campaign/United Way.

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 4th day of September, 2013.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**RECOGNIZING
THE FIRST BAPTIST CHURCH OF GLASSBORO
ON CELEBRATING ITS
100TH YEAR ANNIVERSARY
1913 - 2013**

WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to recognize the **First Baptist Church of Glassboro** on celebrating its 100th year anniversary; and

WHEREAS, on Saturday, September 14, 2013, there will be a celebration held that will honor and commemorate the founding of the **First Baptist Church of Glassboro**, which has been a beacon of faith on the corner of Academy and Grove Streets since its inception; and

WHEREAS, the **First Baptist Church of Glassboro** began as a mission in the home of Sister Emily Slaughter on Lake Street in 1913 eventually becoming the first black church in Glassboro. They held services at that location for one year, then moved to a building on High Street where they worshiped for three months ; and

WHEREAS, in 1914, a council composed of white Baptists organized the **First Colored Baptist Church**, appointing J. Harry Latney, Victor Cole and James Moore as trustees. The first ordained Deacons were J. Harry Latney, John Ragsdale and James Moore, with an approximate membership of less than twenty. Eventually the services were moved to a dwelling on Poplar Street and then to Williams Street, finally settling at the present location of Academy and Grove Streets in Glassboro; and

WHEREAS, after many years of remodeling and renovations to the building that was once a warehouse for the Whitney Glass Company, and after being destroyed by arson fire in 1997, a new church was constructed with the prayers and support of a steadfast and faithful congregation. The new church was dedicated on February 16, 2003 and we note that because of the vision , persistence and perseverance of those early pioneers, the **First Baptist Church of Glassboro** has served many generations of worshipers; 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 Taliaferro and Larry Wallace do hereby honor and congratulate the **First Baptist Church of Glassboro** on celebrating its 100th year anniversary.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 14th day of September, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST: _____
Robert N. DiLella, Clerk

**RECOGNIZING THE 44TH ANNIVERSARY OF
MOUNT ZION-WESLEY UNITED METHODIST CHURCH**

WHEREAS, Mount Zion-Wesley United Methodist Church is celebrating its 44th church anniversary on August 24, 2013 at La Trina's Catering with the theme of "Sharing the Vision" and Bishop Ernest S. Lyght, retired Bishop of the United Methodist Church, as guest speaker; and

WHEREAS, Mount Zion-Wesley Methodist Episcopal Church was founded in 1912 and due to subsequent mergers of two sister churches; Mount Zion Methodist Church of Woodbury and Wesley Methodist Church of Deptford, the Mount Zion-Wesley United Methodist Church was formed; and

WHEREAS, under the past guidance and leadership of Reverends John Walker, Stephan G. Gullman, William T. Suiter, Garfiled Greene, Dr. Michael Harriott, Walter Brown, John LeVant, Dr. Carol Lawrence, Maurice Brown, Wilford Brown, Warren Light, and Elder Sandra Jenkins and under the present guidance and leadership of Reverend Dr. Stafford J. Miller, Mount Zion-Wesley United Methodist Church, has provided spiritual assistance in Gloucester County and offers a variety of ministries serving the youth and adult community with programs for both men and women with a great emphasis on prayer and Christian education; 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 congratulate Mount Zion-Wesley United Methodist Church on their 44th Anniversary and honor them for providing spiritual guidance in our community; and

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 24th day of August, 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

RESOLUTION AUTHORIZING GLOUCESTER COUNTY TO SERVE AS LEAD AGENCY FOR THE ESTABLISHMENT OF A COMMODITY RESALE SYSTEM AS PER N.J.A.C. 5:34-7.15 FOR THE RESALE OF GASOLINE, DIESEL FUEL, SNOW REMOVAL CHEMICALS AND PUBLIC WORKS MATERIALS

WHEREAS, N.J.A.C. 5:34-7.15 authorizes contracting units to establish a commodity resale system and to enter into commodity resale agreements with other contracting units and the County of Gloucester is desirous of establishing a commodity resale system for the resale of gasoline, diesel fuel, snow removal chemicals and public works materials; and

WHEREAS, the County of Gloucester has agreed to serve as the lead agency for a commodity resale system with the following participants:

- | | |
|----------------------------|--|
| Borough of Clayton | Borough of Paulsboro |
| Township of Deptford | Borough of Pitman |
| Township of East Greenwich | Township of South Harrison |
| Township of Elk | Borough of Swedesboro |
| Township of Franklin | Township of Washington |
| Borough of Glassboro | Borough of Wenonah |
| Township of Greenwich | Township of West Deptford |
| Township of Harrison | Borough of Westville |
| Township of Logan | City of Woodbury |
| Township of Mantua | Borough of Woodbury Heights |
| Township of Monroe | Township of Woolwich |
| Borough of National Park | Gloucester County Institute of Technology |
| Borough of Newfield | Gloucester County Special School Services District |
| Gloucester County Library | Gloucester County Utilities Authority |
| Gloucester County College | Gloucester County Improvement Authority |

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester has authorization to create a commodity resale system, serve as the lead agency and to enter into commodity resale agreements with other participating contracting units.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on September 4, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**BASIS FOR AN AGREEMENT
FOR THE RESALE OF GASOLINE AND DIESEL FUEL
AS PART OF A COMMODITY RESALE SYSTEM**

AN AGREEMENT for the resale of Gasoline, Diesel Fuel, Ice Removal Chemicals and Public Works Materials, by and between **(Participating Unit)** and **The County of Gloucester** entered into pursuant to the Commodity Resale Provisions of the Cooperative Purchasing Rules (N.J.A.C. 5:34-7.1 et seq.).

WHEREAS, The County of Gloucester created a Commodity Resale System for its own need for Diesel Fuel, Gasoline, Ice Removal Chemicals and Public Works Materials.

WHEREAS, (Participating Unit) is desirous of making use of this Commodity System on an as needed basis.

NOW THEREFORE, in consideration for the promises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. PAYMENT OBLIGATION

A monthly invoice for the previous month's usage shall be forwarded from the County of Gloucester to **(Participating Unit)** on or before the first day of each month. Monies received from **(Participating Unit)** shall be placed in the account associated with that commodity. If **(Participating Unit)** has a negative cash balance for three (3) consecutive billing periods, that shall constitute cause for termination of the Agreement. Prior to any termination, **(Participating Unit)** shall receive a thirty (30) day advance notice regarding its negative cash balance.

2. EMERGENCIES

In the event of an emergency, The County of Gloucester will use its best efforts to provide any of these commodities that each member requires.

3. TERMINATION

This Agreement shall be in effect to a period of five (5) years upon approval by the governing bodies of The County of Gloucester and **(Participating Unit)**. Either

party may terminate this Agreement with thirty (30) days advance notice by certified mail, to the official address of the other party.

4. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written.

THE COUNTY OF GLOUCESTER:

BY: _____
ROBERT M. DAMMINGER, FREEHOLDER DIRECTOR

ATTEST:

BY: _____
ROBERT N. DI LELLA, CLERK

PARTICIPATING UNIT:

By: _____
(NAME AND TITLE)

B1

RESOLUTION AUTHORIZING APPLICATION TO DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF NJ STATE POLICE AND ACCEPTANCE OF FY2013 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT, IN THE TOTAL AMOUNT OF \$110,000.00 WHICH INCLUDES AN IN-KIND MATCH OF \$55,000.00, FROM JULY 1, 2013 TO JUNE 30, 2014

WHEREAS, the Gloucester County Office of Emergency Management prepared a FY2013 Emergency Management Assistance Agency grant application in accordance with the State and Federal Laws and Regulations applicable to the Department of Law & Public Safety, Division of New Jersey State Police; and

WHEREAS, the Board of Chosen Freeholders of the County deem this to be beneficial to the citizens of the County; and

WHEREAS, the Department of Emergency Management 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 that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Department of Emergency Management 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 grant conditions and other policies, regulations and rules issued by the Department of Law & Public Safety, Division of New Jersey State Police; and

WHEREAS, per the County Work Plan for the grant, the County will accept an additional \$15,000.00 which is to be equally distributed in the amount of \$5,000.00 to the Township of Greenwich, Township of Deptford and Township of Monroe, for the grant period of July 1, 2013 to June 30, 2014; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of grant funds to be requested is \$55,000.00, with an in-kind match of \$55,000.00, for a total amount of \$110,000.00, from July 1, 2013 to June 30, 2014.

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 any and all documents in connection with the filing of the grant application with the Department of Law & Public Safety, Division of New Jersey State Police, requesting funds for the FY2013 Emergency Management Assistance Agency Grant, in the total amount of \$110,000.00, which includes an in-kind match of \$55,000.00, from July 1, 2013 to June 30, 2014.
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 necessary assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, September 4, 2013.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR



B1

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

TO: Len Clark

DEPARTMENT: Emergency Response

GRANT TITLE: Fy2013 Emergency Management Assistance Agency

DATE: August 22, 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: September 4, 2013

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

**FY13 EMERGENCY MANAGEMENT
AGENCY ASSISTANCE
SUBGRANT APPLICATION KIT**

CFDA 97.042

All Assurances and Certifications (listed on the Subgrant Application Checklist) that require signatures are attached at the end of the Subgrant Application forms.

2013 EMAA Subgrant Applicant Information

Official Name of Applicant Agency: County of Gloucester

Type of Agency: State County Municipality Nonprofit

Address: 2 South Broad Street

City/State: Woodbury Zip Code: 08096 County: Gloucester

Implementing Agency (if different than applicant): _____

Federal ID Number: 21-6000660

Agency DUNS Number: 070591979

Is Applicant Agency registered with the Central Contractor Registry? Yes No
If no, please explain: _____

Name of Project: FY2013 Emergency Management Assistance Agency

Type of Application: New Continuation CFDA#: _____

Name of Project Contact: Len Clark

Address (if different from above): 1200 North Delsea Drive

Clayton, NJ 08312

Telephone Number: (856) 307-7156

Fax Number: (856) 307-7154 Email Address: lclark@co.gloucester.nj.us

Congressional District: 1st Congressional District

Areas affected by the Project (Statewide, county, city): Gloucester County

Proposed Project start and end dates: July 1, 2013 – June 30, 2014

Name of Chief Financial Officer: Gary Schwarz Telephone (856) 853-3322

Name/Title of Authorized Representative: Robert M Damming, Freeholder Director

Signature of Authorized Representative: _____

EMAA Subgrant Project Narrative

Attach copy of signed County or Municipal Workplan which will serve as the Project Narrative except when Training or Exercise cost reimbursements are requested.

If requesting Training or Exercise cost reimbursements, then a detailed description of these activities must be included in this section, along with, the County or Municipal Workplan.

SEE ATTACHED FY2013 WORKPLAN

EMAA Subgrant Budget Detail Worksheet

The Budget Detail Worksheet is for the preparation of the budget requested in support of the proposed project. All required information must be provided.

A. Personnel – List each position by title and name of employee, if available. Show the annual salary rate or overtime rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Annual Salary	% of time on project	Federal amount requested	Non-Federal amount
Len Clark/Deputy EMC	\$82,000.00	100%	\$41,000.00	\$41,000.00
Jack DeAngelo/Deputy EMC	\$71,710.00	100%	\$14,000.00	\$14,000.00

B. Fringe Benefits – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for personnel listed in Category A and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA Workman's Compensation, and Unemployment Compensation.

Name/Position	Annual Salary	% of time on project	Federal amount requested	Non-Federal amount
NA				

Sub-Total: \$110,000.000

Personnel and Fringe Benefits Total: \$110,000.000

C. Training – List all costs associated with the proposed training activities. Include: type of training, date(s) of training, location, etc. Prior approval for all training related expenditures must be obtained. In the Budget Narrative, show the basis of computation.

Type of Training	Date(s)	Location	# persons	Other	Federal amount requested	Non-Federal amount
NA						

Total: _____

D. Equipment – List non-expendable items with a value of over \$5,000 that are to be purchased. (Agency’s own capitalization policy for classification of equipment should be used.)

Item	# of Units	Cost per Unit	Federal amount requested	Non-Federal amount
Non-applicable				
NA				

Total: XXXXXXXX

E. Exercise(s) – List items for which reimbursement is requested. Prior approval for all exercise related expenditures must be obtained. In the Budget Narrative, show the basis of computation.

Item	# of Units	Cost per Unit	Federal amount requested	Non-Federal amount
NA				

Total: XXXXXXXX

F. Construction – As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Federal amount requested	Non-Federal amount
Non-applicable			

Total: XXXXXXXX

G. Consultants/Contracts -- Indicate in the Budget Narrative whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is used.

Consultant Fee: For each consultant, enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on project. Consultant fees in excess of \$450 per day require additional justification and prior approval from FEMA through the Division of State Police Grants Administration Bureau, Program Management Unit.

Name of Consultant	Service to be provided	Hourly or daily fee	% of time on project	Federal amount requested	Non-Federal amount

Subtotal: XXXXXXXX

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (travel, meals, lodging, etc.).

Item	Location	Cost per unit	# of units	Federal amount requested	Non-Federal amount

Subtotal: XXXXXXXX

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification for sole source contracts in excess of \$100,000 must be provided in the Budget Narrative.

Item	Vendor	Service to be provided	Federal amount requested	Non-Federal amount

Subtotal: XXXXXXXX

Consultants/Contracts Total: XXXXXXXX

H. Other Costs – List items (e.g.) rent, reproduction, telephone, janitorial services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot rent, and provide a monthly rental cost and how many months to rent.

Description	Cost per unit (define unit)	# of units	Federal amount requested	Non-Federal amount
Non-applicable				

Total: XXXXXXXX

EMAA Subgrant Budget Summary

When the budget worksheet is completed, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds, if applicable.

Budget Category	Federal Amount	Non-Federal Amount	Total
A. Personnel	\$55,000.00	\$55,000.00	\$110,000.00
B. Fringe Benefits			
C. Training			
D. Equipment			XXXXXXXXXX
E. Exercises			
F. Construction			XXXXXXXXXX
G. Consultants/Contractors			
H. Other			XXXXXXXXXX
Total Direct Costs	\$55,000.00	\$55,000.00	\$110,000.00
	\$55,000.00	\$55,000.00	\$110,000.00

Total Project Costs			
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EMAA Subgrant Budget Narrative

Provide a detailed narrative for the use of Federal funds requested in each budget category and/or line item to describe why it is necessary and appropriate to the project scope. Provide description of what is used to meet the non-Federal required amount.

Funds will supplement the salary of the Gloucester County Deputy Emergency Management Coordinator and the Gloucester County Deputy Coordinator. The Deputy Emergency Management Coordinator deals with the development of plans and managing projects and managing projects for conducting and receiving training for a better understanding of awareness. The Deputy coordinator works towards actual occurrences and exercises for any hazard event. There will be an in-kind match for the non-Federal required amount to compensate the Gloucester County personnel to complete the tasks listed on the FY2013 County Workplan.

New Jersey State Police
Emergency Management Section
Emergency Management Agency Assistance - Emergency Management Performance Grant

 Gloucester County Work Plan - Federal Fiscal Year 2013

1. Provide to the Deputy State Director, through the Regional Office, a detailed final year end performance report citing items, dates and attachments, that your county organization has completed all the below requirements no later than June 30, 2014 and submit the final yearend report to the Regional Field Office no later than July 10, 2014. (See ANJOEM's Guidelines for the Distribution of Federal Emergency Management Agency Assistance Funding@ attachment 5A). Additionally, provide to the Deputy State Director, through the Regional Office: a detailed quarterly performance report outlining your county's activities no later than October 10, 2013, a detailed mid-year performance report outlining your county's activities no later than January 10, 2014, and a third quarter performance report outlining your county's activities no later than April 10, 2014.
2. Complete a review of the County Emergency Operations Plan utilizing CPG101/ESF guidance as applicable and NJOEM's checklist. The County will also utilize CPG 201 "Threat and Hazard Identification and Risk Assessment Guide" when completing an annual review of the County EOP. The EOP must emphasize the all-hazards approach. Based upon changes in the County's hazard analysis, OEM staffing or resources, make revisions as necessary. The County EOP requires an annual review. This should be accomplished at one of the County LEPC meetings as per item #6 and documented in the yearend report. The County EOP needs to be submitted for re-certification every four years, to the Regional Office.
3. The County OEM will exercise their EOP in conformance with NJOEM's Exercise Program Guidelines. The County OEM shall encourage its EMAA funded municipalities to participate in this county sponsored exercise, if appropriate.

Directive 102 establishes that a minimum of one exercise per year is required of each municipal OEM. The County OEM shall assist with and ensure that 25% of its non-EMAA funded municipalities participate in NJOEM's exercise program. A complete listing shall be reflected in the county's quarterly reports identifying each municipality, the date of their annual exercise, and the type of exercise conducted, to include actual occurrences.
4. Provide a list of training courses attended by County OEM staff. The County Coordinator must identify twenty four hours of continuing emergency management education.
5. Participate in the State's Radiological Program (see NJOEM's Radiological Program Guidelines).

6. The County shall conduct a minimum of two meetings of the County LEPC. These meetings should include county chief executives, department heads and volunteer agencies to thoroughly review the County EOP. The review should include a discussion as to the roles and responsibilities of county departments and agencies during emergencies.
7. Assist in and ensure the development/revision of 25% of the County's municipal EOPs or if applicable, ensure the maintenance of municipal EOP compliance. All municipal EOPs require four year re-certification. All EOPs submitted for re-certification must be approved at the County OEM and the Regional Office.
8. Attend Regional County Coordinator meetings and attend required State/County Coordinator meetings.
9. Participate in the State's monthly RACES Net and the NJOEM 800 radio test.
10. Submit all required County EMAA reports to the Regional Office in accordance with NJOEM direction. Coordinate the submission of all municipal EMAA reports to be retained at the County OEM.
11. Meet with members of the Regional Office and Municipal OEMs to develop an emergency management initiative to be inserted on the Municipal EMAA Workplan for completion during FFY 2014. Also, in concert with Regional Representatives, develop at least one hazard specific initiative for the upcoming County EMAA Workplan.
12. The County OEM will partner with another county to develop a written county-to-county reciprocal shelter agreement. Written shelter agreements should be constructed utilizing input from all relevant governmental and non-governmental stakeholders.
13. The County OEM shall review the applications from eligible local agency(ies) for completion and submit the ACertification of Eligible Applicants@ with the County EMAA application to the NJOEM.
14. The County OEM shall receive and verify all local agency(ies) expenditures for reimbursement and submit reimbursement request (up to amount approved in the County Subgrant Award) for the County OEM and the local agency(ies) to the NJOEM.

WORKPLAN ACCEPTED BY:

Thomas Butts, ERC

Name of Coordinator (please print)

JCB

Coordinator's Signature

July 3, 2013
Date

PERFORMANCE REVIEW
EMERGENCY MANAGEMENT COORDINATORS
(Continuation Page)

RATEE NAME (LAST, FIRST, MI) Butts, J. Thomas, Jr.	TITLE County Coordinator	SOC. SEC. # 149-38-0867
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RATING PERIOD July 1, 2013	WORK LOCATION Gloucester County EOC
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<p>5. Participate in the State Radiological Program.</p> <p>6. Conduct two County LEPC meetings.</p> <p>7. Development of Municipal Emergency Operations Plans.</p> <p>8. Attend required Regional Meetings.</p> <p>9. Participate in the State's monthly RACES Net and 800 radio test.</p> <p>10. Submit all County EMAA reports and coordinate the submission of all Municipal EMAA reports.</p> <p>11. Develop a specific initiative for each EMAA funded municipality to be inserted in their EMAA Workplan.</p> <p>12. County OEM will partner with another county to develop written county-to-county reciprocal shelter agreement.</p> <p>13. Review the applications from eligible local agency(ies).</p> <p>14. Receive and verify all local agency(ies) expenditures.</p>	<p>Participate in the State's Radiological Program (see NJOEM's Radiological Program Guidelines).</p> <p>The County shall conduct a minimum of two meetings of the County LEPC. These meetings should include county chief executives, department heads and volunteer agencies to thoroughly review the County EOP. The review should include a discussion as to the roles and responsibilities of county departments and agencies during emergencies.</p> <p>Assist in and ensure the development/revision of 25% of the County's municipal EOP's or if applicable, ensure the maintenance of municipal EOP compliance. All municipal EOP's require four year re-certification. All EOPs submitted for re-certification must be approved at the County OEM and the Regional Office.</p> <p>Attend all Regional County Coordinator meetings and attend all State/County Coordinator meetings.</p> <p>Participate in the State's monthly RACES Net and the NJOEM 800 radio test.</p> <p>Submit all required County EMAA reports to the Regional Office in accordance with NJOEM direction. Coordinate the submission of all municipal EMAA reports to be retained at the County OEM.</p> <p>Meet with members of the Regional Office and Municipal OEMs to develop an emergency management initiative to be inserted on the Municipal EMAA Workplan for completion during FFY2014. Also, in concert with Regional Representatives, develop at least one hazard specific initiative for the upcoming County EMAA Workplan.</p> <p>The County OEM will partner with another county to develop a written county-to-county reciprocal shelter agreement. Written shelter agreements should be constructed utilizing input from all relevant government and non-governmental stakeholders.</p> <p>The County OEM shall review the applications from eligible local agency(ies) for completion and submit the ACertification of Eligible Applicants@ with the County EMAA application to the NJOEM.</p> <p>The County OEM shall receive and verify all local agency(ies) expenditures for reimbursement and submit reimbursement request (up to amount approved in the County Subgrant Award) for the County OEM and the local agency(ies) to the NJOEM.</p>
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RATER'S SIGNATURE	DATE	RATEE'S SIGNATURE	DATE
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PRINT RATER NAME & TITLE	AGREE <input type="checkbox"/> DISAGREE <input type="checkbox"/>
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REASON FOR DISAGREEMENT

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Freeholder Director
APPLICANT ORGANIZATION County of Gloucester	DATE SUBMITTED August 13, 2013

**New Jersey Department of Law and Public Safety
New Jersey Division of State Police
FEMA Emergency Management Performance Grant (EMPG)**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions (Subrecipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined by 28 CFR Part 69, the State must include the language of the certification below in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and require all subrecipients to certify and disclose accordingly. Subrecipients should refer to the regulations cited above and should also review the instructions included in the regulations before completing this form.

The subrecipient certifies, to the best of its knowledge and belief, that

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall

complete and submit Standard form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

This 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 failure.

Certification Regarding a Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
 - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such

conviction. Employers or convicted employees must provide notice, including position title, to:

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approve for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Place of Performance for the site(s) for the work done in connection with the specific grant. (Street address, city, county, State, zip code).

1200 North Delsea Drive Clayton, NJ 08312

"Pursuant to 44-CFR Part 13, the undersigned shall require that the language of this certification be included in the award documents for all sub-awards (including sub-grants, contracts under grants, cooperative agreements, and sub-contracts) and that all sub-recipients shall certify and disclose accordingly."

Certification

As the duly authorized representative of the Subgrantee, I hereby certify that the Subgrantee will comply with the above-referenced requirements in accordance with the FY2013 Emergency Management Performance Grant.

County of Gloucester
Subgrantee Agency

2013-P130-0800
Subgrant Number

Here 

Signature of Authorized Official

Freeholder Director
Title of Authorized Official

Robert M. Damminger
Printed Name of Authorized Official

August 12, 2013
Date

APPLICATION AUTHORIZATION

To the best of my knowledge, the information in this application is true and correct, the document has been duly authorized by the governing body of the applicant or other authorized party, and the applicant will comply with all Conditions and Assurances associated with this program.

The undersigned gives authorization to submit the application to the State of New Jersey, Division of State Police for the following sub-grant project:

Emergency Management Performance Grant (EMPG) – Emergency Management Agency Assistance (EMAA) Sub-grant Program

at an estimated project total of \$110,000.00, which includes \$55,000.00 in federal funding

and \$ \$55,000.00 cash or in-kind match.

Here 

(Signature of Authorized Official)

August 12, 2013
(Date)

Robert M. Damminger, Freeholder Director
(Print Name and Title)

County of Gloucester
(Name of Unit of Government)



BOARD OF
CHOSEN FREEHOLDERS

August 13, 2013

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

New Jersey Office of Emergency Management
ATTN: A/Major D. Mitten
P.O. Box 7068
River Road
West Trenton, New Jersey 08628

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER DEPUTY
DIRECTOR/LIAISON
Giuseppe (Joe) Chila

RE: FY 2013 EMAA

Dear A/Major Mitten:

The County of Gloucester Board of Chosen Freeholders authorizes:



NAME: Joseph Thomas Butts
TITLE: Emergency Response Coordinator

(Signature of Authorized Person)

DEPARTMENT OF
EMERGENCY RESPONSE

EMERGENCY RESPONSE
COORDINATOR
J. Thomas Butts

1200 N. Delsea Drive
Clayton, NJ 08312

whose specimen signature appears on the above line, to authenticate and certify claims for payment and other related documentation and schedules under the provisions of the attached agreement of FY 2013 EMAA awarded the County of Gloucester for the Department of Public Safety.

Here Phone 856.307.7100
Fax 856.863.5839

Robert M. Damminger, Freeholder Director

www.co.gloucester.nj.us
tbutts@co.gloucester.nj.us

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**RESOLUTION TO CONTRACT WITH KERNAN CONSULTING ENGINEERS
TO PROVIDE PROFESSIONAL SERVICES AS A HOUSING INSPECTOR/ENGINEER
AS NEEDED FROM SEPTEMBER 1, 2013 TO AUGUST 31, 2014 IN AN AMOUNT
NOT TO EXCEED \$50,000.00**

WHEREAS, there exists a need for the County of Gloucester to contract for the services of a Housing Inspector/Engineer on behalf of the County's Department of Economic Development as to the performance of Housing Inspector/Engineering Services; and

WHEREAS, the County requested proposals via RFP 13-043 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Kernan Consulting Engineers, with offices at 935 Kings Highway, Suite 100, Thorofare, NJ 08086, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum Contract amount of \$50,000.00 from September 1, 2013 to August 31, 2014 pursuant to the proposal submitted by the Vendor; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract, which does not obligate the County of Gloucester to make any purchase, and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

WHEREAS, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

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 hereby authorized to attest to the contract with Kernan Consulting Engineers for the provision of Housing Inspector/Engineer services relative to the Community Development and HOME Investment Partnership Program in an amount not to exceed \$50,000.00, from September 1, 2013 to August 31, 2014; and

BE IT FURTHER RESOLVED that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, September 4, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

C

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
KERNAN CONSULTING ENGINEERS**

THIS CONTRACT is made effective this 1st day of September, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **KERNAN CONSULTING ENGINEERS**, of 935 Kings Highway, Suite 100, Thorofare, New Jersey, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for the services of a Housing Inspection/Engineering Services for its Owner Occupied Rehabilitation Program funded by the Community Development Block Grant (CDBG) and HOME Investment Partnership Programs as more particularly set forth in RFP 13-043; 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; and

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

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period commencing September 1, 2013 and concluding August 31, 2014. Vendor shall commence services upon the execution of this Contract and shall complete all services within the twelve (12) month term.

2. **COMPENSATION**. Vendor shall be compensated as per the proposal submitted by the Vendor, dated August, 2013, with the minimum contract amount of zero and a maximum contract amount of \$50,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP 13-043 and Attorney's responsive proposal dated August, 2013, which are incorporated by reference and made a part of this Contract. Should there occur a conflict between this form of contract and RFP 13-043, this contract shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP 013-043, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP 13-043 issued by the County of Gloucester and Attorney's responsive proposal dated August, 2013. Should there occur a conflict between this form of contract and RFP#13-043 and the Attorney's responsive Proposal dated August, 2013, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or RFP#13-043 and the Attorney's responsive proposal dated August, 2013, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 1st day of September 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, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

KERNAN CONSULTING ENGINEERS

By: J. Timothy Kernan, President

(Please Print Name)

(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-013-043 - Housing Inspection Services – J. Timothy Kernan

<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. Proposal contains all required checklist information <u>5</u> points All required documentation submitted.</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> Very experienced in this field. Current vendor with qualified professionals. <u>25</u> points</p>	<p style="text-align: center;">22</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Vendor listed many similar jobs. Vendor also has a proven performance. <u>25</u> points</p>	<p style="text-align: center;">24</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan submitted shows proven performance with proven accessibility. <u>25</u> points</p>	<p style="text-align: center;">24</p>
<p>E. Reasonableness of Cost Proposal Fees for services listed are 820.00 per unit. <u>20</u> points</p>	<p style="text-align: center;">17</p>
<p style="text-align: center;">TOTALS</p>	<p style="text-align: center;">92</p>

RESOLUTION TO CONTRACT WITH TRIAD ASSOCIATES TO PROVIDE PROFESSIONAL SERVICES AS A PLANNING CONSULTANT FROM SEPTEMBER 1, 2013 TO AUGUST 31, 2014 AS NEEDED IN AN AMOUNT NOT TO EXCEED \$38,000.00

WHEREAS, there exists a need for the County of Gloucester to contract for the services of a Planning Consultant on behalf of the County's Department of Economic Development as to the performance of Planning Consultant Services; and

WHEREAS, the County requested proposals via RFP 13-042 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Triad Associates, with offices at 1301 W. Forest Grove Road, Vineland, NJ 08360, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum Contract amount of \$38,000.00 for the period commencing September 1, 2013 and terminating August 31, 2014 pursuant to the proposal submitted by the Vendor; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract, which does not obligate the County of Gloucester to make any purchase, and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid; and

WHEREAS, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

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 hereby authorized to attest to the contract with Triad Associates for the provision of Planning Consultant services relative to the Community Development and HOME Investment Partnership Program in an amount not to exceed \$38,000.00 from September 1, 2013 to August 31, 2014; and

BE IT FURTHER RESOLVED that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, September 4, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

CA

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
TRIAD ASSOCIATES**

THIS CONTRACT is made this 1st day of September, 2013 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **TRIAD ASSOCIATES**, of 1301 W. Forest Grove Road, Vineland, NJ 08360, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for the services of Planning Consultant Services for its Community Development Block Grant (CDBG) and HOME Investment Partnership Programs as more specifically described in RFP-13-042; 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; and

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

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period commencing September 1, 2013 and concluding August 31, 2014. Vendor shall commence services upon the execution of this Contract and shall complete all services within the twelve (12) month term.
2. **COMPENSATION**. Vendor shall be compensated as per the proposal submitted by the Vendor, dated August 14, 2013, with the minimum contract amount of zero and a maximum contract amount of \$38,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the county to make any purchase whatsoever.

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

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

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP 13-042 and Attorney's responsive proposal dated August 14, 2013, which are incorporated by reference and made a part of this Contract. Should there occur a conflict between this form of contract and RFP 13-042, this contract shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP 13-042, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP 13-042 issued by the County of Gloucester and Attorney's responsive proposal dated August 14, 2013. Should there occur a conflict between this form of contract and RFP 13-042 and the Attorney's responsive Proposal dated August 14, 2013, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or RFP#13-042 and the Attorney's responsive proposal dated August 14, 2013, then this Contract or the RFP, as the case may be, shall prevail

THIS CONTRACT is dated this 1st day of September 4, 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, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TRIAD ASSOCIATES

By: Michael Zumpino (Signature)
Title: President/CEO

(Please Print Name)

(Please Print Name)

ca

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-013-042 Planning Consultant - TRIAD

<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. Proposal contains all required checklist information <u>5</u> points All required documentation submitted.</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> Over 40 years experience in this field with a proven track record. HUD, CDBG, HOME and HFMA are all housing related programs that meet State and Federal requirements. <u>25</u> points</p>	<p style="text-align: center;">24</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Many projects listed. Vendor has extensive County experience. Also they are our current vendor for this service. <u>25</u> points</p>	<p style="text-align: center;">24</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Thoroughly understands CDBG requirements and has IDIS training. <u>25</u> points</p>	<p style="text-align: center;">23</p>
<p>E. Reasonableness of Cost Proposal 175.00 President / 150.00 Vice President / 150.00 Technical Advisor / 135.00 Senior Associate <u>20</u> points</p>	<p style="text-align: center;">19</p>
<p style="text-align: center;">TOTALS</p>	<p style="text-align: center;">95</p>

C3

**RESOLUTION TO AMEND THE CONTRACT WITH HABITAT FOR HUMANITY
FOR THE DEPTFORD NEW CONSTRUCTION PROJECT EXTENDING THE TERM
FOR ONE YEAR FROM OCTOBER 16, 2013**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 17, 2012, authorizing the execution of a contract between the County of Gloucester and Habitat for Humanity, for the new construction of a property located at 125 Cove Road Deptford, NJ (Block 575, Lot 12); and

WHEREAS, the contract is now being amended to extend the term for one due to unforeseen variance issues and water testing issues; and

WHEREAS, funding this amendment is through the Community Development Block Grant Program (CDBG) which is made available through the United States Department of Housing and Urban Development; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to an amendment to the contract between the County of Gloucester and Habitat for Humanity extending the term of the contract for one year from October 16, 2013.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on September 4, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

CB

**AMENDMENT TO CONTRACT
WITH
HABITAT FOR HUMANITY**

THIS IS AN AMENDMENT to a contract originally entered into on the 17th day of October, 2012, by the **County of Gloucester**, with its principal office at 2 South Broad Street, Woodbury, NJ, hereinafter referred to as **"County"** and the **Habitat for Humanity**, with offices at 425 South Broadway, Pitman, NJ, hereinafter referred to as **"Contractor"**.

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

The Contract is amended to provide that the term of the contract is extended one year from October 16, 2013 due to unforeseen variance issues and water testing issues. Contract is for a new construction project in Deptford NJ. Contract is to be extended for one year with no change in original contract amount.

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

THIS AMENDMENT is effective as of the 4th day of **September, 2013**.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

HABITAT FOR HUMANITY

ANTHONY ISABELLA, EXECUTIVE DIRECTOR

C4

RESOLUTION TO EXTEND THE SHARED SERVICES AGREEMENT WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY FOR THE MANAGEMENT OF A TENANT BASED RENTAL ASSISTANCE PROGRAM FOR ONE YEAR

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 3, 2012, authorizing the execution of a Shared Services Agreement between the County of Gloucester and the Housing Authority of Gloucester County to provide Tenant Based Rental Assistance (TBRA) to County residents who require such services, with offices located in Gloucester County; and

WHEREAS, there was a need to extend the contract term for one (1) year with no additional funding; and

WHEREAS, this extension is necessary due to leasing issues and the necessity to provide continuity of rental assistance to current recipients of the rental subsidies; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the contract term.

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 hereby authorized to attest to an amendment to the Shared Services Agreement between the County of Gloucester and the Housing Authority of Gloucester County to extend the contract term for one (1) year, with no additional funding.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on September 4, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C4

**AMENDMENT TO SHARED SERVICES AGREEMENT
WITH
HOUSING AUTHORITY OF GLOUCESTER COUNTY**

THIS IS AN AMENDMENT to a Shared Services Agreement originally entered into on the 3rd day of October, 2012, by the **County of Gloucester**, with its principal office at 2 South Broad Street, Woodbury, NJ, hereinafter referred to as **“County”** and the **Gloucester County Housing Authority**, with offices at 100 Pop Moylan Blvd, Deptford , NJ, hereinafter referred to as **“Contractor”**.

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

The Shared Services Agreement is amended to provide a one year extension with no additional funding due to leasing issues and the necessity to provide continuity of rental assistance to current recipients of the rental subsidies. The Shared Services Agreement is to provide Tenant Based Rental Assistance (TBRA) to County residents who require such services.

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

THIS AMENDMENT is effective as of the **4th** day of **September, 2013**.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**HOUSING AUTHORITY OF
GLOUCESTER COUNTY**

SAMUEL V. HUDMAN, EXECUTIVE DIRECTOR

65

**RESOLUTION AWARDING A CONTRACT TO ACE ELEVATOR, LLC,
FOR FURNISHING OF FULL SERVICE ELEVATOR MAINTENANCE AND
EMERGENCY SERVICE FROM OCTOBER 5, 2013 TO SEPTEMBER 30, 2015
IN AN AMOUNT NOT TO EXCEED \$85,000.00 PER YEAR**

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the furnishing of full service elevator maintenance and emergency service for the County as per specifications in PD-013-044; and

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

WHEREAS, after following proper public bidding procedure, it was determined that Ace Elevator, LLC, with offices at 555 Washington Terrace, Audubon, NJ 08106, was the lowest responsive and responsible bidder to perform said services, for a contract amount not to exceed \$85,000.00 per year for the term of two years from the date of the award of the contract, with the County having the option to extend for one (1) two-year term, or two (2) one-year terms as set forth in the bid specifications; and

WHEREAS, 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. Continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that a contract is hereby awarded to Ace Elevator, LLC for the hereinabove referenced services for a contract amount not to exceed \$85,000.00 per year from October 5, 2013 to September 30, 2015; and, 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, the contract for the purposes set forth above.

BE IT FURTHER RESOLVED before any purchase 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 held on September 4, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

C5

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
ACE ELEVATOR, LLC**

THIS CONTRACT is made effective the **5th** day of **October, 2013** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **ACE ELEVATOR LLC**, with offices at 555 Washington Terrace, Audubon, NJ 08106, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for furnishing of full service elevator maintenance and emergency service for the County of Gloucester as set forth in **PD-013-044**.

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; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. This Contract shall be effective for the period of two (2) years from the date of October 5, 2013, with the County having the option to extend for one (1) two-year term or (2) one-year terms.

2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as **PD 013-044**, with a contract amount not to exceed \$85,000.00 per year for furnishing of full service elevator maintenance and emergency service for the County of Gloucester as allowed through the County purchasing system numbers CK-01GC & 16GLCP consistent with Vendor's Bid.

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

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

work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as **PD-013-044**, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as **PD-013-044**, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as *PD 013-044*, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract

and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this **5th** day of **October, 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.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

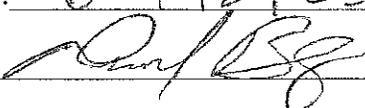
ACE ELEVATOR LLC

BY: _____

Please Print Name

C5

SIGNATURE PAGE

COMPANY: Acc Elevator LLC
ADDRESS: 555 Washington Terrace
CITY: Audubon STATE: NJ ZIP: 08106
TELEPHONE #: 6099290554 FAX #: 8565472740
SIGNATURE:  TITLE: Account Rep.
REPRESENTATIVE: (PLEASE PRINT): Daniel Boyle

TO BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON AUGUST 15, 2013 AT 10:00 AM, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY BUILDING, 2ND FLOOR, 2 S. BROAD ST., WOODBURY, NJ 08096.

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

***RATES INDICATED SHALL BE FOR ONE (1) PERSON. IF MORE THAN ONE (1) PERSON WILL BE REQUIRED FOR CERTAIN JOBS, THEN THE DEPARTMENT SHOULD BE NOTIFIED IN ADVANCE AND APPROVAL SHOULD BE GIVEN PRIOR TO START UP OF WORK.**

HOURLY RATES

REGULAR HOURLY RATE – 8:00 AM TO 4:30 PM \$ 175
 AFTER HOURS RATE – 4:30 PM TO 8:30 AM \$ 220
 WEEKEND RATE – IF DIFFERENT FROM ABOVE \$ 240

FULL SERVICE MAINTENANCE

<u>LOCATION</u>	<u>QNTY-MODEL-TYPE</u>	<u>UNIT PR/MO.</u>	<u>TOTAL/YR</u>
PITMAN GOLF COURSE	1-KONE/HYDRAULIC PASSENGER	\$ <u>100</u>	\$ <u>1,200</u>
	1-DUMBWAITER	\$ <u>50</u>	\$ <u>600</u>
OLD COURT HOUSE	1-CHAIR LIFT	\$ <u>50</u>	\$ <u>600</u>
CIVIL COURT	1-EASTERN/PASSEN	\$ <u>100</u>	\$ <u>1,200</u>
	1-THYSSEN KRUPP	\$ <u>100</u>	\$ <u>1,200</u>
JUSTICE COMPLEX	5-EASTERN/PASSEN	\$ <u>500</u>	\$ <u>6,000</u>
	1-OTIS PASSENGER	\$ <u>100</u>	\$ <u>1,200</u>
	9-THYSSEN KRUPP	\$ <u>810</u>	\$ <u>9,720</u>
JUSTICE GARAGE	1-HYDRAULIC PASSENGER	\$ <u>100</u>	\$ <u>1,200</u>

HEALTH BUILDING	1-OTIS/PASSENGER	\$ <u>100</u>	\$ <u>1,200</u>
SURROGATE	1-DOVER/PASSENGER	\$ <u>100</u>	\$ <u>1,200</u>
COUNTY ADMIN	5-SHINDLER/PASS	\$ <u>400</u>	\$ <u>4,800</u>
COUNTY ADMIN GARAGE	1-HYDRAULIC PASSENGER	\$ <u>100</u>	\$ <u>1,200</u>

ANNUAL TOTAL: \$ 31,320

VARIATIONS: (IF ANY)

All units will be operating as designed and
be code compliant. Each unit will have "as
built" schematics and proprietary diagnostic
Tools, if required.

C5

SIGNATURE PAGE

COMPANY: TEL Elevator Inc
ADDRESS: 510 South Shore rd
CITY: Marmora STATE: NJ ZIP: 08223
TELEPHONE #: 800 395 7270 FAX #: 609 390 0946
SIGNATURE: [Signature] TITLE: President
REPRESENTATIVE: (PLEASE PRINT): Robert Shaw

TO BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON AUGUST 15, 2013 AT 10:00 AM, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY BUILDING, 2ND FLOOR, 2 S. BROAD ST., WOODBURY, NJ 08096.

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

*RATES INDICATED SHALL BE FOR ONE (1) PERSON. IF MORE THAN ONE (1) PERSON WILL BE REQUIRED FOR CERTAIN JOBS, THEN THE DEPARTMENT SHOULD BE NOTIFIED IN ADVANCE AND APPROVAL SHOULD BE GIVEN PRIOR TO START UP OF WORK.

HOURLY RATES

REGULAR HOURLY RATE – 8:00 AM TO 4:30 PM \$ 185.00
 AFTER HOURS RATE – 4:30 PM TO 8:30 AM \$ 300.00
 WEEKEND RATE – IF DIFFERENT FROM ABOVE \$ 300.00

FULL SERVICE MAINTENANCE

<u>LOCATION</u>	<u>QNTY-MODEL-TYPE</u>	<u>UNIT PR/MO.</u>	<u>TOTAL/YR</u>
PITMAN GOLF COURSE	1-KONE/HYDRAULIC PASSENGER	\$ <u>110</u>	\$ <u>1,320</u>
	1-DUMBWAITER	\$ <u>45</u>	\$ <u>540</u>
OLD COURT HOUSE	1-CHAIR LIFT	\$ <u>40</u>	\$ <u>480.00</u>
CIVIL COURT	1-EASTERN/PASSEN	\$ <u>110</u>	\$ <u>1,320</u>
	1-THYSSEN KRUPP	\$ <u>110</u>	\$ <u>1,320</u>
JUSTICE COMPLEX	5-EASTERN/PASSEN	\$ <u>440</u>	\$ <u>5,280</u>
	1-OTIS PASSENGER	\$ <u>110</u>	\$ <u>1,320</u>
	9-THYSSEN KRUPP	\$ <u>720</u>	\$ <u>8,640</u>
JUSTICE GARAGE	1-HYDRAULIC PASSENGER	\$ <u>110</u>	\$ <u>1,320</u>

HEALTH BUILDING	1-OTIS/PASSENGER	\$ <u>110</u>	\$ <u>1,320</u>
SURROGATE	1-DOVER/PASSENGER	\$ <u>110</u>	\$ <u>1,320</u>
COUNTY ADMIN	5-SHINDLER/PASS	\$ <u>540</u>	\$ <u>6,480</u>
COUNTY ADMIN GARAGE	1-HYDRAULIC PASSENGER	\$ <u>125</u>	\$ <u>1,500</u>

ANNUAL TOTAL:

\$32,160.00

VARIATIONS: (IF ANY)

none

C5

SIGNATURE PAGE

COMPANY: KONE Inc.

ADDRESS: 115 Twinbridge Center Drive

CITY: Pennington STATE: NJ ZIP: 08110

TELEPHONE #: 856-488-8830 FAX #: 856-488-1033

SIGNATURE: *Christine* TITLE: Sales Manager

REPRESENTATIVE: (PLEASE PRINT): Christine Workman

TO BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON **AUGUST 15, 2013 AT 10:00 AM**, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY BUILDING, 2ND FLOOR, 2 S. BROAD ST., WOODBURY, NJ 08096.

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

***RATES INDICATED SHALL BE FOR ONE (1) PERSON. IF MORE THAN ONE (1) PERSON WILL BE REQUIRED FOR CERTAIN JOBS, THEN THE DEPARTMENT SHOULD BE NOTIFIED IN ADVANCE AND APPROVAL SHOULD BE GIVEN PRIOR TO START UP OF WORK.**

HOURLY RATES

REGULAR HOURLY RATE – 8:00 AM TO 4:30 PM \$ 268.19
 AFTER HOURS RATE – 4:30 PM TO 8:30 AM \$ 455.92
 WEEKEND RATE – IF DIFFERENT FROM ABOVE \$ Sunday 530.38

FULL SERVICE MAINTENANCE

<u>LOCATION</u>	<u>QNTY-MODEL-TYPE</u>	<u>UNIT PR/MO.</u>	<u>TOTAL/YR</u>
PITMAN GOLF COURSE	1-KONE/HYDRAULIC PASSENGER	\$ <u>138.45</u>	\$ <u>1661.40</u>
	1-DUMBWAITER	\$ <u>50.00</u>	\$ <u>600.00</u>
OLD COURT HOUSE	1-CHAIR LIFT	\$ <u>50.00</u>	\$ <u>600.00</u>
CIVIL COURT	1-EASTERN/PASSEN	\$ <u>138.45</u>	\$ <u>1661.40</u>
	1-THYSSEN KRUPP	\$ <u>138.45</u>	\$ <u>1661.40</u>
JUSTICE COMPLEX	5-EASTERN/PASSEN	\$ <u>169.25</u>	\$ <u>8307.00</u>
	1-OTIS PASSENGER	\$ <u>138.45</u>	\$ <u>1661.40</u>
	9-THYSSEN KRUPP	\$ <u>1246.05</u>	\$ <u>14952.60</u>
JUSTICE GARAGE	1-HYDRAULIC PASSENGER	\$ <u>138.45</u>	\$ <u>1661.40</u>

HEALTH BUILDING	1-OTIS/PASSENGER	\$ <u>138.45</u>	\$ <u>1661.40</u>
SURROGATE	1-DOVER/PASSENGER	\$ <u>138.45</u>	\$ <u>1661.40</u>
COUNTY ADMIN	5-SHINDLER/PASS	\$ <u>692.25</u>	\$ <u>8307.00</u>
COUNTY ADMIN GARAGE	1-HYDRAULIC PASSENGER	\$ <u>138.45</u>	\$ <u>1661.40</u>

ANNUAL TOTAL:

\$ 46,057.80

VARIATIONS: (IF ANY)

C5

SIGNATURE PAGE

COMPANY: Brandwine Elevator Company

ADDRESS: 100 Greenhill Avenue

CITY: Wilmington STATE: DE ZIP: 19805

TELEPHONE #: 302-543-5395 FAX #: 302-288-2317

SIGNATURE: Lorrie Sansini TITLE: Sales Consultant

REPRESENTATIVE: (PLEASE PRINT): Lorrie Sansini

TO BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON AUGUST 15, 2013 AT 10:00 AM, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY BUILDING, 2ND FLOOR, 2 S. BROAD ST., WOODBURY, NJ 08096.

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

***RATES INDICATED SHALL BE FOR ONE (1) PERSON. IF MORE THAN ONE (1) PERSON WILL BE REQUIRED FOR CERTAIN JOBS, THEN THE DEPARTMENT SHOULD BE NOTIFIED IN ADVANCE AND APPROVAL SHOULD BE GIVEN PRIOR TO START UP OF WORK.**

HOURLY RATES

REGULAR HOURLY RATE – 8:00 AM TO 4:30 PM \$ 165.00
AFTER HOURS RATE – 4:30 PM TO 8:30 AM \$ 280.00
WEEKEND RATE – IF DIFFERENT FROM ABOVE \$ 280.00

FULL SERVICE MAINTENANCE

<u>LOCATION</u>	<u>QNTY-MODEL-TYPE</u>	<u>UNIT PR/MO.</u>	<u>TOTAL/YR</u>
PITMAN GOLF COURSE	1-KONE/HYDRAULIC PASSENGER	\$ <u>140.00</u>	\$ <u>1680.00</u>
	1-DUMBWAITER	\$ <u>20.00</u>	\$ <u>240.00</u>
OLD COURT HOUSE	1-CHAIR LIFT	\$ <u>20.00</u>	\$ <u>240.00</u>
CIVIL COURT	1-EASTERN/PASSEN	\$ <u>105.00</u>	\$ <u>1260.00</u>
	1-THYSSEN KRUPP	\$ <u>105.00</u>	\$ <u>1260.00</u>
JUSTICE COMPLEX	5-EASTERN/PASSEN	\$ <u>525.00</u>	\$ <u>6300.00</u>
	1-OTIS PASSENGER	\$ <u>105.00</u>	\$ <u>1260.00</u>
	9-THYSSEN KRUPP	\$ <u>810.00</u>	\$ <u>9720.00</u>
JUSTICE GARAGE	1-HYDRAULIC PASSENGER	\$ <u>105.00</u>	\$ <u>1260.00</u>

HEALTH BUILDING	1-OTIS/PASSENGER	\$ <u>105.00</u>	\$ <u>1260.00</u>
SURROGATE	1-DOVER/PASSENGER	\$ <u>100.00</u>	\$ <u>1200.00</u>
COUNTY ADMIN	5-SHINDLER/PASS	\$ <u>550.00</u>	\$ <u>6,600.</u>
COUNTY ADMIN GARAGE	1-HYDRAULIC PASSENGER	\$ <u>115.00</u>	\$ <u>1,380.00</u>

ANNUAL TOTAL:

\$ 33,640.00

VARIATIONS: (IF ANY)

CW

**RESOLUTION AUTHORIZING A CONTRACT WITH R.E. PIERSON
CONSTRUCTION COMPANY, INC. FOR THE REHABILITATION OF WILSON
LAKE DAM IN THE BOROUGH OF CLAYTON AND THE TOWNSHIP OF
FRANKLIN IN THE AMOUNT OF \$2,399,539.36**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project known as "Rehabilitation of Wilson Lake Dam, East Academy Street (County Route 610) over Scotland Run, County Bridge 8-L-1 in the Borough of Clayton and Township of Franklin, Gloucester County, New Jersey," Engineering Project #02-06 (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on August 20, 2013; and

WHEREAS, after following proper public bidding procedure, it was determined that R.E. Pierson Construction Company, Inc. (hereinafter "Pierson"), with an office address of P.O. Box 430, Woodstown, NJ 08098/426 Swedesboro Road, Pilesgrove, NJ 08098, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$2,399,539.36; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to Pierson for the Project; and the Contractor shall complete all work required for substantial completion of the Project within one hundred eighty (180) days after the issuance of the Notice to Proceed; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$2,399,539.36, pursuant to C.A.F. #13-07542, which amount shall be charged against budget line items C-04-08-016-165-16207 (\$93,303.65), C-04-08-012-165-16207 (\$13,988.47), C-04-09-013-165-16207 (\$405,064.86), C-04-10-016-165-16207 (\$66,311.77), C-04-10-013-165-16207 (\$100,000.00), C-04-11-016-165-16207 (\$500,000.00), C-04-12-016-165-16207 (\$253,000.00), C-04-12-013-165-16207 (\$175,229.50), C-04-13-012-165-16207 (\$335,000.00), C-04-13-016-165-16207 (\$457,641.11), for a total of \$2,399,539.36.

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 Pierson for the Project in the amount of TWO MILLION THREE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED THIRTY-NINE DOLLARS AND THIRTY-SIX CENTS (\$2,399,539.36), per the prices submitted in its bid, and contingent upon approval by the NJ Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 4, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

C6

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

THIS CONTRACT is made effective this 4th day of **September**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **R.E. Pierson Construction Company, Inc.**, a New Jersey Corporation, with offices at P.O. Box 430, Woodstown, NJ 08098/426 Swedesboro Road, Pilesgrove, NJ 08098, 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 "Rehabilitation of Wilson Lake Dam, East Academy Street (County Route 610) over Scotland Run, County Bridge 8-L-1 in the Borough of Clayton and Township of Franklin, Gloucester County, New Jersey," Engineering Project #02-06 (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within one hundred eighty (180) days after the issuance of the Notice to Proceed.

2. **COMPENSATION.** Contractor shall be compensated in the amount of **\$2,399,539.36** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **02-06** (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 4th day of **September, 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

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

By: _____

(Please Print Name)

Office of the County Engineer
County of Gloucester
Rehabilitation of Wilson Lake Dam, East Academy Street (County Route 610) over Scotland Run, County Bridge 8-L-1
in the Borough of Clayton and Township of Franklin, Gloucester County, New Jersey
Engineering Project #02-06

Bid Date: Tuesday, August 20, 2013

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 02-06

Item No.	Description	Apprx. Quantity	Unit	Bidder 1 of 6		Bidder 2 of 6		Bidder 3 of 6		Bidder 4 of 6		Bidder 5 of 6		Bidder 6 of 6		
				Amount	Unit Price	Amount										
1	Mobilization	1	L.S.	\$215,000.00	\$215,000.00	\$157,699.84	\$157,699.84	\$289,000.00	\$289,000.00	\$225,000.00	\$225,000.00	\$50,000.00	\$50,000.00	\$200,000.00	\$200,000.00	
2	Construction Layout	1	L.S.	\$15,000.00	\$15,000.00	\$38,000.00	\$38,000.00	\$15,000.00	\$15,000.00	\$45,000.00	\$45,000.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	
3	Breakaway Barricades	16	Unit	\$0.01	\$0.16	\$2,720.00	\$170.00	\$0.01	\$0.16	\$0.01	\$0.16	\$1,600.00	\$100.00	\$1,600.00	\$90.00	
4	Drums	20	Unit	\$0.01	\$0.20	\$2,700.00	\$135.00	\$0.01	\$0.20	\$0.01	\$0.20	\$0.20	\$4.00	\$80.00	\$1,440.00	\$72.00
5	Construction Signs	136	SF	\$15.00	\$2,040.00	\$13.00	\$1,788.00	\$9.00	\$1,224.00	\$10.00	\$1,360.00	\$15.00	\$2,040.00	\$10.00	\$1,360.00	
6	Concrete Barrier Curb	120	LF	\$25.00	\$3,000.00	\$32.00	\$3,840.00	\$0.01	\$1.20	\$15.00	\$1,800.00	\$50.00	\$6,000.00	\$30.00	\$3,600.00	
7	No Item				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
8	Clearing Site	1	L.S.	\$75,000.00	\$75,000.00	\$60,000.00	\$60,000.00	\$90,000.00	\$90,000.00	\$120,000.00	\$120,000.00	\$125,000.00	\$125,000.00	\$40,000.00	\$40,000.00	
9	roadway Excavation, Unclassified	1,071	C.Y.	\$30.00	\$32,130.00	\$28.00	\$30,108.00	\$40.00	\$42,840.00	\$42.00	\$44,982.00	\$46.00	\$48,195.00	\$20.00	\$21,420.00	
10	No Item				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11	Crushed Stone Filler, 6" thick	2,654	S.Y.	\$13.00	\$34,502.00	\$10.75	\$28,530.50	\$13.50	\$35,829.00	\$12.00	\$31,848.00	\$25.00	\$66,350.00	\$5.00	\$13,270.00	
12	Geotextile Filter Fabric	2,654	S.Y.	\$1.00	\$2,654.00	\$1.60	\$4,246.40	\$1.00	\$2,654.00	\$4.50	\$11,943.00	\$3.00	\$7,962.00	\$5.00	\$13,270.00	
13	Slope Protection Armor, 12" thick	2,654	S.Y.	\$67.00	\$177,118.00	\$95.00	\$252,630.00	\$95.00	\$252,630.00	\$137.00	\$364,898.00	\$200.00	\$531,800.00	\$90.00	\$239,860.00	
14	Slope Protection Armor, 24" thick	100	S.Y.	\$123.00	\$12,300.00	\$98.00	\$9,800.00	\$185.00	\$18,500.00	\$186.00	\$18,600.00	\$300.00	\$30,000.00	\$110.00	\$11,000.00	
15	Construction Driveway	1	L.S.	\$1,500.00	\$1,500.00	\$2,700.00	\$2,700.00	\$1.00	\$1.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00	
16	Silt Fence	1,000	L.F.	\$2.00	\$2,000.00	\$3.80	\$3,800.00	\$3.00	\$3,000.00	\$3.00	\$3,000.00	\$3.00	\$3,000.00	\$5.00	\$5,000.00	
17	Silt Fence, Heavy Duty	500	L.F.	\$4.00	\$2,000.00	\$4.50	\$2,250.00	\$5.00	\$2,500.00	\$6.50	\$3,250.00	\$6.00	\$3,000.00	\$10.00	\$5,000.00	
18	Inlet Filter, Type 2	4	Unit	\$120.00	\$480.00	\$135.00	\$540.00	\$100.00	\$400.00	\$106.00	\$424.00	\$420.00	\$1,680.00	\$80.00	\$320.00	
19	Floating Turbidity Barrier	200	L.F.	\$18.00	\$3,600.00	\$32.00	\$6,400.00	\$15.00	\$3,000.00	\$41.00	\$8,200.00	\$25.00	\$5,000.00	\$150.00	\$30,000.00	
20	Sawcutting	109	L.F.	\$10.00	\$1,090.00	\$7.00	\$763.00	\$1.00	\$109.00	\$5.00	\$545.00	\$10.00	\$1,090.00	\$20.00	\$2,180.00	
21	Dense Graded Aggregate Base Course, 6" Thick	3,947	S.Y.	\$7.00	\$27,629.00	\$9.00	\$35,523.00	\$6.00	\$23,682.00	\$7.00	\$27,629.00	\$8.00	\$31,576.00	\$8.00	\$31,576.00	
22	Hot Mix Asphalt, 19M64 Base Course, 4" Thick	888	TON	\$70.00	\$62,160.00	\$60.00	\$53,280.00	\$80.00	\$71,040.00	\$91.00	\$80,808.00	\$90.00	\$79,920.00	\$130.00	\$115,440.00	
23	Hot Mix Asphalt, 12.5 M64 Surface Course, 2"	444	TON	\$80.00	\$35,520.00	\$75.00	\$33,300.00	\$75.00	\$33,300.00	\$101.00	\$44,844.00	\$90.00	\$39,960.00	\$130.00	\$57,720.00	
24	HMA Non-Vegetative Surface	264	S.Y.	\$27.00	\$7,128.00	\$30.00	\$7,920.00	\$25.00	\$6,600.00	\$26.00	\$6,864.00	\$40.00	\$10,560.00	\$28.00	\$7,392.00	
25	Fuel Price Adjustment	1	L.S.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
26	Temporary Diversion	1	L.S.	\$40,000.00	\$40,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$48,000.00	\$48,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
27	Cofferdam	1	L.S.	\$85,000.00	\$85,000.00	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000.00	\$230,000.00	\$230,000.00	\$417,500.00	\$417,500.00	\$35,000.00	\$35,000.00	
28	Pile Driver Mobilization	1	Unit	\$125,000.00	\$125,000.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$100,000.00	\$100,000.00	\$125,000.00	\$125,000.00	\$30,000.00	\$30,000.00	
29	Steel Sheet Piling	29,700	S.F.	\$27.00	\$801,900.00	\$30.00	\$891,000.00	\$15.00	\$445,500.00	\$29.00	\$861,300.00	\$26.00	\$772,200.00	\$25.00	\$742,500.00	
30	Test Piles Furnished	60	L.F.	\$13.00	\$780.00	\$26.00	\$1,560.00	\$8.00	\$480.00	\$15.00	\$900.00	\$15.00	\$900.00	\$15.00	\$900.00	
31	Test Piles Driven	60	L.F.	\$330.00	\$19,800.00	\$110.00	\$6,600.00	\$120.00	\$7,200.00	\$100.00	\$6,000.00	\$35.00	\$2,100.00	\$60.00	\$3,600.00	
32	Timber Piles	2,970	L.F.	\$9.00	\$26,730.00	\$28.00	\$83,160.00	\$10.00	\$29,700.00	\$50.00	\$148,500.00	\$30.00	\$89,100.00	\$50.00	\$148,500.00	
33	Asphalt Price Adjustment	1	L.S.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
34	Reinforced Concrete in Foundations	195	C.Y.	\$350.00	\$68,250.00	\$600.00	\$117,000.00	\$400.00	\$78,000.00	\$500.00	\$97,500.00	\$800.00	\$156,000.00	\$500.00	\$97,500.00	

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SUMMARY OF BIDS



SPECIFICATION NO. 02-06

Item No.	Description	Approx. Quantity	Unit	Bidder 1 of 6		Bidder 2 of 6		Bidder 3 of 6		Bidder 4 of 6		Bidder 5 of 6		Bidder 6 of 6	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
35	Reinforced Concrete in Spillway	68	C.Y.	\$1,800.00	\$122,400.00	\$1,200.00	\$81,600.00	\$500.00	\$34,000.00	\$1,500.00	\$102,000.00	\$1,000.00	\$68,000.00	\$1,200.00	\$81,600.00
36	Reinforcement Steel in Structures Epoxy Coated	9,666	Lbs.	\$3.00	\$28,998.00	\$1.59	\$15,368.94	\$1.40	\$13,532.40	\$3.00	\$28,998.00	\$3.00	\$28,998.00	\$2.50	\$24,165.00
37	Concrete Bridges Parapet	117	L.F.	\$150.00	\$17,550.00	\$300.00	\$35,100.00	\$400.00	\$46,800.00	\$350.00	\$40,950.00	\$275.00	\$32,175.00	\$500.00	\$58,500.00
38	Concrete Repair	100	S.F.	\$250.00	\$25,000.00	\$100.00	\$10,000.00	\$200.00	\$20,000.00	\$300.00	\$30,000.00	\$200.00	\$20,000.00	\$150.00	\$15,000.00
39	Epoxy Waterproofing Seal Coat	828	S.F.	\$2.75	\$2,277.00	\$5.75	\$4,761.00	\$3.00	\$2,484.00	\$7.00	\$5,796.00	\$10.00	\$8,280.00	\$15.00	\$12,420.00
40	Inlet, Type E	2	Unit	\$3,500.00	\$7,000.00	\$3,700.00	\$7,400.00	\$4,000.00	\$8,000.00	\$2,800.00	\$5,600.00	\$3,000.00	\$6,000.00	\$3,500.00	\$7,000.00
41	18" Reinforced Concrete Culvert Pipe	70	L.F.	\$61.00	\$4,270.00	\$60.00	\$4,200.00	\$65.00	\$4,550.00	\$85.00	\$5,950.00	\$150.00	\$10,500.00	\$75.00	\$5,250.00
42	18" Reinforced Concrete Flared End Section	1	Unit	\$1,000.00	\$1,000.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00
43	Detectable Warning Surface	16	S.F.	\$100.00	\$1,600.00	\$60.00	\$960.00	\$95.00	\$1,520.00	\$560.00	\$8,960.00	\$75.00	\$1,200.00	\$50.00	\$800.00
44	Concrete Sidewalk, 4" Thick	433	S.Y.	\$48.00	\$20,784.00	\$60.00	\$25,800.00	\$69.00	\$29,877.00	\$89.00	\$38,817.00	\$54.00	\$23,362.00	\$50.00	\$21,660.00
45	Beam Guide Rail	1,254	L.F.	\$37.00	\$46,398.00	\$107.00	\$134,178.00	\$35.00	\$43,890.00	\$38.00	\$47,692.00	\$35.00	\$43,890.00	\$36.00	\$45,144.00
46	W-Beam Pad Rail	775	L.F.	\$13.00	\$10,075.00	\$12.00	\$9,300.00	\$7.00	\$5,425.00	\$8.00	\$6,200.00	\$10.00	\$7,750.00	\$15.00	\$11,625.00
47	Guide Rail End Anchorage	1	Unit	\$1,150.00	\$1,150.00	\$1,150.00	\$1,150.00	\$700.00	\$700.00	\$725.00	\$725.00	\$3,000.00	\$3,000.00	\$1,125.00	\$1,125.00
48	Guide Rail End Terminals	3	Unit	\$2,450.00	\$7,350.00	\$2,700.00	\$8,100.00	\$2,200.00	\$6,600.00	\$2,400.00	\$7,200.00	\$3,000.00	\$9,000.00	\$2,325.00	\$6,975.00
49	Concrete Guide Rail Base	239	S.Y.	\$66.00	\$15,774.00	\$100.00	\$23,900.00	\$130.00	\$31,070.00	\$80.00	\$19,120.00	\$75.00	\$17,925.00	\$100.00	\$23,900.00
50	Catwalk with Framing	322	S.F.	\$250.00	\$80,500.00	\$290.00	\$93,380.00	\$185.00	\$59,570.00	\$240.00	\$77,280.00	\$150.00	\$48,300.00	\$100.00	\$32,200.00
51	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
52	Sluice Gates, 30"	2	Unit	\$7,600.00	\$15,200.00	\$10,200.00	\$20,400.00	\$11,000.00	\$22,000.00	\$10,000.00	\$20,000.00	\$12,500.00	\$25,000.00	\$7,500.00	\$15,000.00
53	Spillway Weir, S.S. 18" x 3/8"	72	L.F.	\$135.00	\$9,720.00	\$228.06	\$16,420.32	\$275.00	\$19,800.00	\$400.00	\$28,800.00	\$250.00	\$18,000.00	\$100.00	\$7,200.00
54	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
55	Railing, Chain Link Fence, 4' High, Coated	1,114	L.F.	\$72.00	\$80,208.00	\$80.00	\$89,120.00	\$88.00	\$98,336.00	\$80.00	\$88,960.00	\$80.00	\$88,960.00	\$75.00	\$83,550.00
56	Chain Link Fence, Gate 3ft Single Leaf	2	Unit	\$925.00	\$1,850.00	\$2,100.00	\$4,200.00	\$925.00	\$1,850.00	\$700.00	\$1,400.00	\$2,000.00	\$4,000.00	\$950.00	\$1,900.00
57	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
58	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
59	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
60	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
61	Dry Hydrant	1	Unit	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,700.00	\$5,700.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
62	Traffic Markings Thermoplastic Lines	53	SF	\$18.00	\$954.00	\$12.00	\$636.00	\$10.00	\$530.00	\$19.00	\$1,007.00	\$10.00	\$530.00	\$12.00	\$636.00
63	Traffic Stripes Long Life Epoxy Resin	3,400	LF	\$0.45	\$1,530.00	\$0.54	\$1,836.00	\$1.00	\$3,400.00	\$0.50	\$1,700.00	\$1.00	\$3,400.00	\$0.60	\$2,040.00
64	Bi-Directional Pavement Reflectors, Amber	21	Unit	\$50.00	\$1,050.00	\$44.00	\$924.00	\$120.00	\$2,520.00	\$52.00	\$1,092.00	\$125.00	\$2,625.00	\$75.00	\$1,575.00
65	Bi-Directional Guide Rail Reflectors White	68	Unit	\$50.00	\$3,400.00	\$13.00	\$884.00	\$120.00	\$8,160.00	\$5.00	\$340.00	\$125.00	\$8,500.00	\$75.00	\$5,100.00
66	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
67	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
68	Turf Repair Strip	993	L.F.	\$10.00	\$9,930.00	\$4.00	\$3,972.00	\$2.00	\$1,986.00	\$9.00	\$8,937.00	\$12.00	\$11,916.00	\$2.00	\$1,986.00
				Total Bid		\$2,399,539.36		Total Bid		\$3,087,254.36		Total Bid		\$3,317,903.00	

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

8/23/13

*Bid rejected, no NJDOT
 Prequalification submitted

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

C-04-08-016-165-16207	(\$93,303.65)
C-04-08-012-165-16207	(\$13,988.47)
C-04-09-013-165-16207	(\$405,064.86)
C-04-10-016-165-16207	(\$66,311.77)
C-04-10-013-165-16207	(\$100,000.00)
C-04-11-016-165-16207	(\$500,000.00)
C-04-12-016-165-16207	(\$253,000.00)
C-04-12-013-165-16207	(\$175,229.50)
C-04-13-012-165-16207	(\$335,000.00)
C-04-13-016-165-16207	(\$457,641.11)

CLP

Certificate of Availability of Funds

TREASURER'S NO. 13-07542 DATE August 20, 2013

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$2,399,539.36 COUNTY COUNSEL Matthew P. Lyons, Esq.

DESCRIPTION:

Construction Contract for the Rehabilitation of Wilson Lake Dam, East Academy Street (County Route 610) over Scotland Run, County Bridge 8-L-1 in the Borough of Clayton and Township of Franklin, Gloucester County, New Jersey, Engineering Project #02-06

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

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

426 Swedesboro Road, Pilesgrove, NJ 08098

Vincent M. Voltaggio 8/26/13
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED

[Signature]

PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 8-29-13

Meeting Date: September 04, 2013

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 14-53-312 BETWEEN THE COUNTY AND THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$30,000.00 FOR THE FISCAL YEAR 2014 REGIONAL GIS IMPLEMENTATION AND COORDINATION PROGRAM

WHEREAS, the Delaware Valley Regional Planning Commission (hereinafter the "DVRPC") has received funds from the United States Department of Transportation, Federal Transit Administration, for the Fiscal Year 2014 Regional GIS Implementation and Coordination (hereinafter the "GIS Program"); and

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

WHEREAS, the DVRPC has agreed to make a grant available again to the County to allow for the County's continued participation in the development of the GIS Program in accord with the terms and conditions of the attached Agreement No. 14-53-312 (hereinafter the "Agreement"); and

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

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

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

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

1. The Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of Contract No. 14-53-312 between the County and the DVRPC in the amount of \$30,000.00 to allow for the County's continued participation in the GIS Program, as above set forth.
2. This Resolution shall be effective immediately upon passage.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 4, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



37

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

TO: Rick Westergaard

DEPARTMENT: Public Works & Planning

GRANT TITLE: Regional GIS Implementation & Coordination Program

DATE: August 22, 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: September 4, 2013

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

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$30,000

No. 14-53-312

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

THE COUNTY OF GLOUCESTER, NJ

This agreement, made at Philadelphia, Pennsylvania, this 1st day of July, 2013, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N Independence Mall - West, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

And

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

WITNESSETH:

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

accomplishment of a grant from the following Agency:

Agency	Funds	Source of Funds	Date
New Jersey Department of Transportation	\$30,000	Federal Highway Administration - NJ	07/01/2013

WHEREAS, the CONTRACTOR will perform certain services under this Agreement in connection with Project No. 14-53-312, Regional GIS Implementation and Coordination, in the COMMISSION's FY 2014 Work Program, hereinafter referred to as the PROJECT; and

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

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

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

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

Section 1: General Conditions

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

Section 2: Contract Funding

2.1 The estimated cost of the PROJECT is \$30,000 funded as shown by the following:

Funds Provided by Agencies: \$30,000.00

CONTRACTOR Local Match: \$0.00

CONTRACTOR Match for COMMISSION:

Commission Contribution:

Other Contributions:

Total Amount: \$30,000

Section 3: Method of Payment

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

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

3.3 The amount payable by the COMMISSION to the CONTRACTOR shall not exceed Thirty Thousand Dollars (\$30,000.00). The CONTRACTOR understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

Section 4: Administration of Agreement

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

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

Section 5: Time of Performance

5.1 The CONTRACTOR shall commence work upon the agreement date of the contract. The CONTRACTOR shall complete work on the PROJECT no later than June 30, 2014.

Section 6: Coordination and Cooperation

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

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

Section 7: Special Conditions

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

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

Article 6- Invoices shall be submitted on a quarterly basis with all invoices submitted with an attached progress report. The final invoices for this project must be submitted no later than August 15, 2014 or payment cannot be assured. All other conditions of Article 6 remain unchanged.

7.2 The CONTRACTOR is authorized to begin work on tasks as identified in Exhibit A, Scope of Services. Purchase of hardware, software, participation in any training or file development activities must be requested in writing by the CONTRACTOR and the CONTRACTOR must receive written approval from the COMMISSION prior to starting this activity. The hardware, software and training must specifically support the PROJECT. Letters should be directed to Mr. Will Stevens at the COMMISSION.

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

ATTEST:

DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

(SEAL)

By: _____
Barry Seymour, Executive Director

Date _____

ATTEST:

THE COUNTY OF GLOUCESTER, NJ

(SEAL)

By: _____

Gloucester County, NJ

Date _____



Federal Information:
Type of Grant: FHWA Grant
Grant Number: 20.205
Federal Funds: \$30,000.00

SCOPE OF SERVICES

DVRPC Work Program Description

Exhibit A

**FY2014 Region-wide Transportation GIS Subcontract Scope
Gloucester County**

Task 1: Coordination

Communication between participating agencies continues to be the key to the success of this project. Coordination between agencies and related programs is necessary to resolve technical and policy issues and make effective use of available funding.

- a) Attend all project-related meetings as necessary.
- b) Provide input as it relates to project direction and focus.
- c) Participate in development of all project documentation.
- d) Submit, via email, all acquisition requests to DVRPC Project Manager for approval prior to making acquisitions.
- e) Submit quarterly progress report along with updated object budget, task budget, and receipts.

Task 2: Upgrading Capabilities

It is vital that all participating agencies maintain a level of technical sophistication that allows for advances in methodologies and potential solutions to be achieved across the region. The acquisition and maintenance of hardware and software, the attendance of related conferences, seminars, and training may be eligible under the project budget. Project funding may also be used to hire and/or maintain staff or consultants that are working on tasks related to this project.

- a) Acquire hardware and software as approved for use in the project.
- b) Pay for annual maintenance for hardware and software support and upgrades.
- c) Augment staff that is performing tasks related to the project.
- d) Develop staff capabilities through conferences, seminars, and training.

Task 3: Data Development and Sharing

The goal of this project continues to be to facilitate the use of transportation data provided by State and participating agencies. The development, maintenance, and sharing of transportation-related data are necessary steps towards achieving our goal.

- a) Contribute existing transportation-related data as necessary.
- b) Identify and develop new transportation-related data as required by the project.
- c) Insure that all contributing data meets project standards and is made available to participants.
- d) Perform periodic updates as requested.
- e) Share methodologies related to effective and innovative use of transportation data to project participants as requested.

DETAILED BILLING REPORT

Date: _____

Agreement No. : _____

Reporting Period: From: ____/____/____ To: ____/____/____

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

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

SUBTOTAL \$ _____

FRINGE BENEFITS \$ _____

TOTAL LABOR \$ _____

NON-LABOR COSTS (Specify in Detail)

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

TOTAL NON-LABOR \$ _____

Submitted By: _____

Signature: _____ Date: ____/____/____

TOTAL COST \$ _____

**FY 2014 REGION-WIDE TRANSPORTATION GIS SUBCONTRACT
TASK BILLING SUMMARY**

AGENCY: Gloucester County

PROJECT NO.: 14.53.312

DATE: May 22, 2013

TASK TITLE	BUDGET	PREVIOUS COST	CURRENT COST	TOTAL COST	BALANCE
Task 1 -- Coordination	\$2,000				\$2,000
Task 2 -- Upgrade Capabilities	\$6,000				\$6,000
Task 3 -- Data Development/Sharing	\$22,000				\$22,000
TOTAL	\$30,000				\$30,000

**FY 2014 REGIONAL GIS IMPLEMENTATION & COORDINATION
OBJECT BILLING SUMMARY**

AGENCY: County of Gloucester
PROJECT NO.: 14.53.312
DATE:

OBJECT CLASSIFICATION	Budget	Previous Cost	Current Cost	Total Cost	Balance
PERSONNEL	\$22,500.00	\$0.00			\$22,500.00
Fringe Benefits @ 54.55%	\$6,500.00	\$0.00			\$6,500.00
Training/Travel	\$1,000.00	\$0.00			\$1,000.00
Total	\$30,000.00	\$0.00			\$30,000.00
	\$0.00				
	\$0.00				
Amount Payable	\$30,000.00	\$0.00			\$30,000.00

INVOICE

Delaware Valley Regional Planning Commission
The ACP Building
190 N. Independence Mall West – 8th Floor
Philadelphia, Pa. 19106

Date: _____
Contract No.: _____
Reporting Period
From: _____
To: _____

Attention: Accounting

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

1. Total Cost Incurred During Period		\$ _____
2. Less Matching for Agency Grant	(%)	\$ _____
3. Net Amount Payable		\$ _____

Submitted By: _____
(Signature)

Agency: _____

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement

Form 10

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

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

Last Revision 11-23-98

Article 1: Responsibilities and Services of the CONTRACTOR

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

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

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

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

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

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

Paragraph Added 2-2-98

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

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

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

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

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

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

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

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

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

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

Article 2: Assignability

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

Article 3: Supervision

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

Article 4: Responsibilities of the COMMISSION

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

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

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

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

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

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

Agreement.

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

Article 5: Changes and Amendments

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

Section Revised 9-19-97

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

Section Revised 9-19-97

Letters authorizing changes may be issued in the following instances:

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

Paragraph Revised 9-19-97

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

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

Exhibit B.6

principal provisions of this Agreement.

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

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

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

Article 6: Compensation and Method of Payment

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

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

Sample forms are attached.

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

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

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

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

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

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

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

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

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

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

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

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

Paragraph Added 2-2-98

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

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

forth in the Special Conditions Section of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 8: Suspension of Agreement - Stop Work Orders

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

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

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

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

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

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

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

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

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

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

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

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

Article 9: Disputes

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

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

Article Revised 9-19-97

Article 10: Arbitration

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

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

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

Article 11: Federal Requirements

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

(a) Prohibitions Against Discrimination

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

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

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

(b) Equal Employment Opportunity

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

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

(c) Disadvantaged Business Enterprise (DBE) Program

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

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

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

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

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

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

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

11.2 Political Activity

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

Section Revised 11-23-98

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

Section Revised 11-23-98

11.3 Disclosure of Information

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

11.4 Clean Air and Clean Water

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

Section Revised 9-19-97

11.5 Energy Conservation Program

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

Section Revised 9-19-97

11.6 Historic Preservation

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

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

11.7 Environmental Requirements

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

Section Added 9-19-97

11.8 Resource Conservation and Recovery Act

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

Section Added 2-2-98

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

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

Section Added 2-2-98

11.10 Contract Work Hours and Safety Standards Act

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

Section Added 2-2-98

11.11 Metric System

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

Section Added 9-19-97

11.12 False or Fraudulent Statements and Claims

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

Section Added 9-19-97

11.13 Incorporation of Provisions

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

Article 12: Interest of Members of the COMMISSION and Others

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

Article 13: Interest of the CONTRACTOR

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

Article 14: Interest of Members of Congress

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

Article 15: Audit and Inspection of Records

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

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

Paragraph Added 11-23-98

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

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

and the Comptroller General of the United States.

Paragraph Revised 11-23-98

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

Article 16: Identification of Documents

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

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

Article 17: Publicity

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

Article 18: Rights in Data, Copyrights, and Disclosure

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

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

other information incidental to contract administration.

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

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

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

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

Article Revised 9-19-97

Article 19: Confidentiality

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

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

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

Article 20: Patent Rights

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

Major Revision 9-19-97

Article 21: Liquidated Damages

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

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

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

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

Article 22: Invoice Forms and Time Sheets

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

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

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

Article 23: Certification of Non-collusion

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

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

Article 24: Restrictions on Lobbying

24.1 The CONTRACTOR hereby certifies that:

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

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

Article 25: Entire Agreement

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

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

C8

**RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH
TTI ENVIRONMENTAL, INC. , TO INCREASE THE TOTAL CONTRACT
AMOUNT BY \$4,000.00 RESULTING IN A TOTAL CONTRACT AMOUNT OF
\$373,650.00**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on February 6, 2013, authorizing the execution of a contract between the County of Gloucester and TTI Environmental, Inc., with offices at 1253 N. Church Street, Moorestown, NJ 08057, as per PD-013-001; and

WHEREAS, the total amount of the original contract was \$369,650.00; and

WHEREAS, the County of Gloucester has determined the amendment is necessary due to the Borough of Clayton requiring Professional Engineer signed and sealed drawings to release the construction permits; and

WHEREAS, the amendment is to increase the total contract amount by \$4,000.00 resulting in a new total contract amount of \$373,650.00; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant to CAF #13-07784 which shall be charged in the amount of \$4,000.00 against budget line item C-04-12-018-315-18250; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director is hereby authorized to execute and the Clerk is hereby authorized to attest to an amendment to increase the contract with TTI Environmental, Inc., for the provision of Professional Engineer signed and sealed drawings required by Clayton for release of construction permits which were not included in the original contract, in the total amount of \$4,000.00.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Wednesday, September 4, 2013



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

CS

**AMENDMENT TO CONTRACT
BETWEEN
TTI ENVIRONMENTAL, INC.
AND THE
COUNTY OF GLOUCESTER**

THIS is an amendment to a Contract entered into on the 6th day of February, 2013, by and between **TTI Environmental, Inc.** with offices at 1253 N. Church Street, Moorestown, NJ 08057 hereinafter referred to as "**Contractor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

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

The Contract is amended due to the Borough of Clayton requiring the Professional Engineer signed and sealed drawings before the release of construction permits which were included in the original contract PD-13-001; and

Therefore, the Contract is amended to provide that the total Contract amount is increased by \$4,000.00 resulting in a new total contract amount of \$373,650.00. The Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$4,000.00, pursuant to CAF #13-07784.

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

THIS ADDENDUM is effective as of the 4th day of September, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TTI ENVIRONMENTAL, INC.

**WILLIAM P. DOLAN
CHIEF EXECUTIVE OFFICER**

18

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

Certificate of Availability of Funds

TREASURER'S NO. 13-07784 DATE 8/30/13

C-04-12-018-315-18250

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Fleet Mgt.

AMOUNT OF CERTIFICATION \$4,000.00 COUNTY COUNSEL Matt Lyons

DESCRIPTION: Amendment to Contract with TTI Environmental, Inc (PD-13-001) for Professional Engineering site drawings + maps for Clayton Yard, for removal + installation of gasoline + Diesel tanks, as required by the Borough of Clayton.

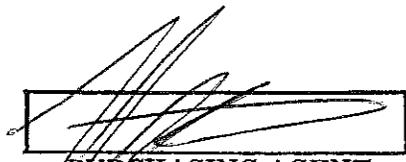
VENDOR: T.T.I. Environmental, Inc.

ADDRESS: 1253 North Church St.

Moorestown, NJ 08057

DEPARTMENT HEAD APPROVAL

APPROVED


PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED _____

Freeholder Meeting
9/4/13

DI

RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2014 FORD EXPLORER FROM BEYER FORD FOR USE BY THE COUNTY HEALTH DEPARTMENT FOR A TOTAL CONTRACT AMOUNT OF \$25,434.00

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the purchase of one (1) 2014 Ford Explorer 4WD 4 Door Base (or equal), as per specifications in PD #013-042; and

WHEREAS, after following proper public bidding procedure, it was determined that Beyer Ford, with offices at 170 Ridgedale Avenue, Morristown, NJ 07962 was the lowest responsive and responsible bidder to provide said vehicle, for a total contract amount of \$25,434.00; and

WHEREAS, the purchase of this 2014 Ford Explorer 4WD 4 Door Base (or equal) under Bid PD #013-042 is in accordance with the funds available under the Solid Waste Grant funding for 2013; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant to CAF#13-07547 in the amount of \$25,434.00, which amount shall be charged against budget line item T-03-08-518-330-20610.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of one (1) 2014 Ford Explorer 4WD 4 Door Base (or equal) for use by the Health Department, is hereby authorized, and in accordance with and pursuant to the bid submitted by Beyer Ford, and the specifications promulgated by the County, the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to any documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 4, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

DI

SIGNATURE PAGE

SIGNED:  COMPANY: Beyer Ford
NAME: Barbara M. Beyer ADDRESS: 170 Ridgedale Ave.,
(PRINTED OR TYPED) Morristown, NJ 07962
TITLE: Member TELE #: 973-644-3200
DATE: August 13, 2013 FAX #: 973-267-3658

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. 2014 FORD EXPLORER 4WD OREQUAL	1	\$ <u>25,434.00</u>
	TOTAL	\$ <u>25,434.00</u>

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: 90-120 _____ DAYSARO

VARIATIONS:

Kodiak Brown is not an available exterior factory paint.
Exterior Factory Paint available at no cost are: Deep Blue, Tuxedo Black,
Ingot Silver and Oxford White. If Ruby Red is desired, please add \$395.00
to the bid total.

DI

SIGNATURE PAGE

SIGNED: 
NAME: Michael Wright
(PRINTED OR TYPED)
TITLE: Govt Sales Mgr
DATE: 9/13/13

COMPANY: Henrich Fleet Services Inc.
ADDRESS: 1427 Bay Rd
Milford De 19963
TELE #: 800-698-9825
FAX #: 302-39-0555

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. 2014 FORD EXPLORER 4WD OR EQUAL	1	\$ <u>25709.⁰⁰</u>
	TOTAL	\$ <u>25709.⁰⁰</u>

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: 60 to 90 DAYS ARO

VARIATIONS: Kodiak Brown is not available on "Base" model.
Avail. Colors are @ Deep Impact Blue, Ruby Red, Tuxedo Black, Ingot Silver
and Oxford White

SIGNATURE PAGE

DI

SIGNED: 

COMPANY: WINNER FORD

NAME: Michael Daatuschak
(PRINTED OR TYPED)

ADDRESS: 250 Berlin Rd

Cherry Hill NJ 08034

TITLE: Acct Mgr

TELE #: 856-427-2792

DATE: 8/9/13

FAX #: 856-428-4718

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. 2014 FORD EXPLORER 4WD OR EQUAL	1	\$ <u>26,397</u>
	TOTAL	\$ <u>26,397.00</u>

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

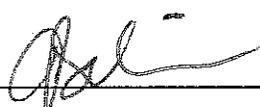
DELIVERY DATE: BASED ON PRODUCTION SCHEDULE AT TIME OF ORDER
DAYS ARO

VARIATIONS:

KODIAK BROWN METALLIC NOT AVAILABLE IN BASE
MODEL, COLORS AVAILABLE DEEP IMPACT BLUE, TUXEDO BLACK,
STONING GRAY, INGT SILVER & OXFORD WHITE

DI

SIGNATURE PAGE

SIGNED: 

COMPANY: LARSON FORD, INC
1150 OCEAN AVE

NAME: GERALD SCHREIER
(PRINTED OR TYPED)

ADDRESS: LAKEWOOD, NJ 08701

TITLE: GOV'T & COMMERCIAL ACCOUNTS MGR.

TELE #: 732-363-8100

DATE: 8/14/03

FAX #: FAX 732/363-5078

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. 2014 FORD EXPLORER 4WD OR EQUAL	1	\$ <u>27,997.00</u>
	TOTAL	\$ <u>27,997.00</u>

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: 6-8 weeks DAYS ARO

VARIATIONS:

contract is good for one year from date of award or Manufacturer
Build out date, whichever comes first
3.65 axle ratio - 3.39 not available on 4x4

Marie

D1

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

Certificate of Availability of Funds

TREASURER'S NO. 13-07547

DATE August 22, 2013

BUDGET NUMBER - CURRENT YR T-03-08-518-330-20610 B DEPARTMENT Health

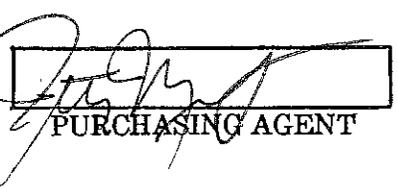
AMOUNT OF CERTIFICATION \$25,434.00 COUNTY COUNSEL Tony Fiola, Esq.

DESCRIPTION: 2014 Ford Explorer 4WD to be purchased under Solid Waste Grant funding under Bid Specifications PD #013-020-042

VENDOR: Beyer Ford

ADDRESS: 170 Ridgedale Ave.
Morristown, NJ 07962


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 8-26-13

*Freeholder Meeting
Sept 4, 2013*

D2

RESOLUTION ACCEPTING DONATION OF FOUR CEMETERY PLOTS LOCATED AT WOODBURY MEMORIAL PARK FROM EGLINGTON CEMETERY CO.

WHEREAS, Eglington Cemetery Co., 420 Kings Hwy., Clarksboro, New Jersey, has offered to donate to the County four cemetery plots, located at Woodbury Memorial Park, Woodbury, Gloucester County, for use by the County as it deems appropriate; and

WHEREAS, the County has a need for the plots in order to comply with its statutory obligation to make appropriate burial arrangements for indigent persons pursuant to N.J.S.A. 40A:9-49.1, and for the County Medical Examiner to make appropriate burial arrangements for unidentified or unclaimed bodies pursuant to N.J.S.A. 40A:9-49; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes counties to accept gifts.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Chosen Freeholders that Gloucester County hereby gratefully accepts donation of the four cemetery plots located at Woodbury Memorial Park, Woodbury, Gloucester County, from Eglington Cemetery Co.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, September 4, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E1

RESOLUTION AUTHORIZING EXECUTION OF A BUSINESS ASSOCIATE AGREEMENT BETWEEN THE COUNTY AND THE NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY DEVELOPMENT

WHEREAS, by resolution adopted on February 6, 2013 the County of Gloucester authorized the Title XX Social Services for the Homeless 2013 Grant contract (hereinafter "underlying contract"); and

WHEREAS, the underlying contract with the NJ Department of Children and Families, Division of Youth and Family Services, provides one-time housing or utility assistance payments for certain low income households to prevent homelessness; and

WHEREAS, the State of New Jersey, Department of Human Services has advised that a Business Associate Agreement Amending Contract (12AHHS) is necessary, due to changes with the grant administration procedures; and

WHEREAS, execution of the Business Associate Agreement is required in order to effectuate the additional terms set forth that may modify the underlying contract.

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 the Business Associate Agreement Amending Contract (12AHHS) between the County and the NJ Division of Family Development for the hereinabove purposes.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on September 4, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT (12AHHS)
between the New Jersey Division of Family Development
and Gloucester County Division of Social Services

This Business Associate Agreement sets forth the responsibilities of Gloucester County Division of Social Services with an address of 400 Hollydell Drive, Sewell, New Jersey 08080 and the New Jersey Department of Human Services, Division of Family Development, Division of Family Development, as a Covered Entity, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. This Business Associate Agreement is an Amendment to the Underlying Contract between Business Associate and Covered Entity and sets forth additional terms that may modify the Underlying Contract.

A. Definitions:

1. The terms specified below shall be defined as follows:
 - a. *Agreement*: "Agreement" shall mean this Business Associate Agreement Amending the Underlying Contract.
 - b. *Designated Record Set*: "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
 - c. *Individual*: "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - d. *Notice of Privacy Practices*: "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
 - e. *Privacy Rule*: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
 - f. *Protected Health Information (PHI)*: "PHI" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
 - g. *Record*: "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for a Covered Entity.
 - h. *Required by Law*: "Required by Law" shall have the same meaning as in 45 CFR 164.501.

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT (12AHHS)
between the New Jersey Division of Family Development
and Gloucester County Division of Social Services

- i. *Secretary*: "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his/her designee.
 - j. *Underlying Contract*: "Underlying Contract" shall mean the agreement between Covered Entity and Business Associate for NJ Division of Social Services, designated as Contract (12AHHS).
2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

1. *Permitted Uses*. Business Associate may use PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract and this Agreement, provided that such use would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
2. *Specified Permitted Disclosures*. Business Associate may further disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract, or for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
3. *Nondisclosure*. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Contract, or as Required by Law. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
4. *Safeguards*. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
5. *Duty to Mitigate*. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
6. *Duty to Notify of Improper Use or Disclosure*. Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT (12AHHS)
between the New Jersey Division of Family Development
and Gloucester County Division of Social Services

Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.

7. *Business Associate's Agents.* Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. *Access.* Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. *Amendment.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526 or the Underlying Contract, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. *Appeals from Denial of Access or Amendment.* Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. *Internal Practices.* Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. *Duty to Document Disclosures.* Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. *Retention of Protected Information.* Notwithstanding the provisions of Section G of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT (12AHHS)
between the New Jersey Division of Family Development
and Gloucester County Division of Social Services

14. *Audits, Inspections, and Enforcement.* In addition to any rights of Covered Entity's rights in the Underlying Contract to review, inspect or audit all records, Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section H of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

C. Obligations of Covered Entity: Provision for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. *Safeguards.* Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. *Limitations in Notice of Privacy Practices.* In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. *Revocations of Permission.* Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. *Request for Restrictions.* Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT (12AHHS)

between the New Jersey Division of Family Development
and Gloucester County Division of Social Services

1. *Term.* This Agreement shall be effective as of 4/14/03 and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
 - a. *Opportunity to Cure.* Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify and if Business Associate does not cure the breach or end the violation upon such terms and conditions as Covered Entity has specified. Covered Entity may terminate the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below;
 - b. *Termination of Underlying Contract.* Immediately terminate the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible; or
 - c. *Report to the Secretary.* If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.
3. *Effect of Breach of this Agreement on Termination of the Underlying Contract.*
 - a. *Obligation to Return or Destroy All PHI.* Except as provided in paragraph b of this section, upon termination of the Underlying Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
 - b. *Certification of Return or Destruction.* Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.
 - c. *Obligations in the Event of Inability to Return or Destroy.* In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT (12AHHS)
between the New Jersey Division of Family Development
and Gloucester County Division of Social Services

whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. Indemnification and Release

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.
2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.
5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

F. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT (12AHHS)
between the New Jersey Division of Family Development
and Gloucester County Division of Social Services

2. *Amendment.* Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superceded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. *Survival.* The respective rights and obligations of Business Associate and Covered Entity under Section D, "*Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement*", above, shall survive the termination of the Underlying Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "*Indemnification*", and Section B(11), "*Internal Practices*", above, shall survive the termination of this Agreement or the Underlying Contract.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. *No Third Party Beneficiaries.* Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. *Notices.* Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile numbers listed below:

Business Associate: Jennie Goodman

Facsimile # 609-588-4683 _____

Covered Entity: 1. Privacy Officer

DFD Contracts Unit

7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter

BUSINESS ASSOCIATE AGREEMENT AMENDING
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and Gloucester County Division of Social Services

into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:

Business Associate:

Signature

Signature

Robert Damminger
Printed Name

Jennie Goodman
Printed Name

Freeholder Director
Title

Contract Administrator
Title

Department of Human Services
Department/Division

Agency

Date

Date

RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2014 FORD F-550 22 PASSENGER BUSES WITH REAR LIFTS AND TWO (2) WHEELCHAIR POSITIONS FROM WOLFINGTON BODY COMPANY, INC., FOR A TOTAL AMOUNT OF \$148,054.00 UNDER THE 2013 CAPITAL TRANSIT INVESTMENT PLAN (CTIP)

WHEREAS, the Capital Transit Investment Plan (CTIP) developed by the Gloucester County Board of Chosen Freeholders provides for 50% of the cost of new municipal shuttle buses, up to a maximum amount of \$50,000 per municipality; and

WHEREAS, the City of Woodbury and the Township of Monroe was selected as a recipient of 2013 CTIP funds; and

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the purpose of purchasing a new municipal shuttle bus under the CTIP program; and

WHEREAS, after following proper bidding procedure, it was determined that Wolfington Body Company, Inc., located at 1315 Route 38, Mt. Holly, New Jersey 08060 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$148,054.00, as more specifically described in the bid specifications of PD#013-041; and

WHEREAS, bids were publicly received and opened on August 7, 2013; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the total amount of \$74,027.00, pursuant to C.A.F. #13-07737, \$24,534.35 shall be charged against budget line item C-04-06-019-332-19202, \$25,610.00 shall be charged against budget line item C-04-12-019-333-19202 and \$23,882.65 shall be charged against budget line item C-04-13-019-333-19202; and

WHEREAS, the City of Woodbury and the Township of Monroe have submitted letters to the Gloucester County Division of Transportation Services indicating that they will provide for their share, fifty percent (50%) of the cost of the new bus in the total amount of \$37,013.50 for each municipality; and

WHEREAS, the Freeholder Director of the County of Gloucester is also authorized to execute a bus use agreement with the City of Woodbury and Township of Monroe upon delivery of the bus as part of this agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) new vehicles (*i.e., Ford Model 22 passengers & 2 wheelchair slots with a rear lift Model Year 2014 or Newer with options for Video System and Back Up Camera System*) for use by the City of Woodbury and Township of Monroe, is hereby authorized, and in accordance with and pursuant to the bid submitted by Wolfington Body Company, Inc., and the specifications promulgated by the County, 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 the contract and any other documents necessary for the aforementioned purpose on behalf of the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on September 4, 2013, in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

EQ

**CONTRACT BETWEEN
WOLFINGTON BODY COMPANY, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 4th day of September, 2013, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **WOLFINGTON BODY COMPANY, INC.**, with offices at 1315 Route 38, Mount Holly, New Jersey 08060, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the county to contract for the supplying on two 2014 Ford F-550 22 passenger buses with rear lifts and two (2) wheelchair positions; 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; 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. **TERM**. Contract shall be effective upon the execution of contract and Contractor shall complete all services as indicated in bid PD#013-041 or within a reasonable period of time.

2. **COMPENSATION**. Contractor shall be compensated pursuant to the CAF in a total contract amount of \$74,027.00 (50% of the total purchase price) as per PD#013-041.

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**. The specific duties of the Contractor shall as set forth in specifications identified as PD#013-041, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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 bid documents.

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 Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

10. **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.

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract documents, and the specifications identified as PD#013-041, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this

form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is made effective this 4th day of September, 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.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

WOLFINGTON BODY COMPANY, INC.

By:
Title:

EQ

PD 013-041 Bid Opening 8/7/2013 10:00am SPECIFICATIONS FOR SUPPLYING TWO FORD F-550 22 PASSENGERS & 2 WHEELCHAIR SLOTS WITH REAR LIFT FOR THE TOWNSHIP OF MONROE AND THE CITY OF WOODBURY IN COOPERATION WITH THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP				VENDOR: Wolfington Body Co. Inc. 1315 Route 38, PO Box 160 Mt. Holly NJ 08060 Al Dellinger SVP 609 267-0763 609 261-9478 Fax 717 957-0158 Fax	VENDOR: Rohrer Enterprises Inc. D/B/A Rohrer Bus Sales 1515 State Rd. Duncannon, PA 17020 Howard E. Rohrer III 717 957-2141 717 957-0158 Fax	VENDOR: Alliance Bus Group 51 Kero Rd Carlstadt, NJ 07072 Jeffrey krakenbuhl 201 507-8500 201 507-5372 Fax	VENDOR: Factory Direct Bus Sales 135 Haven Ave, Fort Washington, NY 11050 Robert Reichenbach 516 767-2700 516 767-2703 Fax
ITEM	DESCRIPTION						
1	Ford Model 22 passenger & 2 wheel chair Bus						
	Price per bus	\$73,808.00	\$74,750.00	\$77,949.00			
	Total for 2 busses	\$145,616.00	\$149,500.00	\$155,898.00			
	OPTIONS						
	Video System	\$833.00	\$1,050.00	\$1,760.00			
	Back up Camera System	\$386.00	\$560.00	\$875.00			
	Total for 2 busses with all options	\$148,054.00	\$152,720.00	\$161,168.00			
	Bus Style	Goshen Coach	Champion	Starcraft			
	Completion Days	180 - 240 Days	140 Days	120 Days			
	Variations: (if any)						
	Will you extend your prices to local government entities within the County	YES	YES	NO			
	Bid specifications sent to:	H.A. DeHart & Son					
	Based upon the bids received, I recommend Wolfington Body Co. Inc. be awarded a contract to the lowest responsive, responsible bidder.						
		Sincerely,					
		Robert J. McErlane					
		Assistant Purchasing Agent					

EQ

SIGNATURE PAGE

SIGNED:  **COMPANY:** Wolfington Body Company, Inc.
NAME: Al Dellinger **ADDRESS:** 1315 Route 38, PO Box 160
(PRINTED OR TYPED) Mt. Holly, NJ 08060
TITLE: Senior Vice President
DATE: August 7, 2013 **TELE #:** 609-267-0763
FAX #: 609-261-9478

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2 SOUTH BROAD STREET WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM DESCRIPTION

Two Ford Model 22 passengers & 2 wheelchair slots with a rear lift
Model Year 2014 or newer

Price per Bus \$ 72,808.00

Price for 2 Busses \$ 145,616.00

***ALL FACTORY CASH REIMBURSEMENTS AND
DISCOUNTS HAVE BEEN APPLIED TO PURCHASE/LEASE***

OPTIONS SHEET

The Township of Monroe and the City of Woodbury are requesting itemized pricing on additional options to the bus specifications previously outlined.

OPTION

PRICE

a) VIDEO SYSTEM \$ 833.00 ea.

b) BACKUP CAMERA SYSTEM \$ 386.00 ea.

a) Brief Description/Comments on video system option:

"Video System" is an AM/FM/CD/DVD with one (1) 15" flipdown LCD screen. Larger or
more screens available.

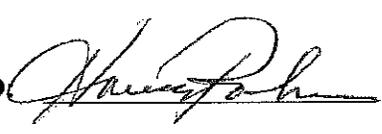
"Backup Camera System" has 7" color monitor.

TOTAL FOR 2 BUSES WITH OPTIONS

\$ 148,054.00

Ed

SIGNATURE PAGE

SIGNED 

COMPANY: Rohrer Enterprises, Inc. DBA/Rohrer Bus Sales

NAME: Howard E. Rohrer, III
(PRINTED OR TYPED)

ADDRESS: 1515 State Road
Duncannon, PA 17020

TITLE: President

TELE #: 717-957-2141

DATE: 8/5/13

FAX #: 717-957-0158

ITEM DESCRIPTION

Two Ford Model 22 passengers & 2 wheelchair slots with a rear lift
Model Year 2014 or newer

Price per Bus

\$ 73,289

Price for 2 Busses

\$ 146,578

OPTIONS SHEET

The Township of Monroe and the City of Woodbury are requesting itemized pricing on additional options to the bus specifications previously outlined.

OPTION

PRICE

a) VIDEO SYSTEM

\$ 1600

b) BACKUP CAMERA SYSTEM

\$ 300

a) Brief Description/Comments on video system option:

Surveillance type interior passenger compartment. Single camera. Pro-Vision or
equal brand

TOTAL FOR 2 BUSES WITH OPTIONS

\$ 150,378

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

COPY FLOOR PLAN

DELIVERY DATE: 140 DAYS ARO

VARIATIONS: see attached letterhead and comments within technical specifications.

SIGNATURE PAGE

SIGNED: 

COMPANY: Alliance Bus Group

NAME: Jeffrey Krakenbuhl
(PRINTED OR TYPED)

ADDRESS: 51 Kero Rd
Carlstadt, NJ 07072

TITLE: Sales Manager

TELE #: 201-507-8500

DATE: 7/25/13

FAX #: 201-507-5372

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2 SOUTH BROAD STREET WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM DESCRIPTION

Two Ford Model 22 passengers & 2 wheelchair slots with a rear lift
Model Year 2014 or newer

Price per Bus

\$74,750⁰⁰

Price for 2 Busses

\$149,500⁰⁰

OPTIONS SHEET

The Township of Monroe and the City of Woodbury are requesting itemized pricing on additional options to the bus specifications previously outlined.

OPTION

PRICE

a) VIDEO SYSTEM

\$ 1050⁰⁰

b) BACKUP CAMERA SYSTEM

\$ 500⁰⁰

a) Brief Description/Comments on video system option:

See enclosed details. Note item 3.10.10
in specifications is options a) and is not
included in the Bus Price

TOTAL FOR 2 BUSES WITH OPTIONS

\$152,720⁰⁰

Bid price is net of all available
discounts, incentives and rebates.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

COPY FLOOR PLAN

DELIVERY DATE: 120 DAYS ARO

VARIATIONS:

Ed

SIGNATURE PAGE

SIGNED: 

COMPANY: Factory Direct Bus Sales, Inc.

NAME: Robert Reichenbach
(PRINTED OR TYPED)

ADDRESS: 135 Haven Ave. Port Washington, NY 11050

TITLE: President

TELE #: 516-767-2700

DATE: August 5, 2013

FAX #: 516-767-2703

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2 SOUTH BROAD STREET WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM DESCRIPTION

Two Ford Model 22 passengers & 2 wheelchair slots with a rear lift
Model Year 2014 or newer

Price per Bus \$ 77,949.00

Price for 2 Busses \$ 155,898.00

OPTIONS SHEET

The Township of Monroe and the City of Woodbury are requesting itemized pricing on additional options to the bus specifications previously outlined.

<u>OPTION</u>	<u>PRICE</u>
a) VIDEO SYSTEM	\$ <u>1,760.00</u>
b) BACKUP CAMERA SYSTEM	\$ <u>875.00</u>

a) Brief Description/Comments on video system option:

See attached

TOTAL FOR 2 BUSES WITH OPTIONS \$ 161,168.00

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

COPY FLOOR PLAN

DELIVERY DATE: 135 **DAYS ARO**

VARIATIONS:

See attached

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

E2

Certificate of Availability of Funds

TREASURER'S NO. 13-07737
~~R3-07976~~ DATE 8/26/13

BUDGET NUMBER - CURRENT YR C-04-06-019-332-19202 - \$24,534.35
C-04-12-019-333-19202 - \$25,610.00
C-04-13-019-333-19202 - \$23,882.65 DEPARTMENT Human Services- DTS

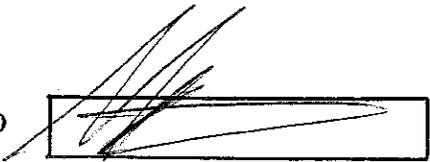
AMOUNT OF CERTIFICATION \$74,027.00 COUNTY COUNSEL Thomas Campo

DESCRIPTION: Purchase of bus for City of Woodbury and the borough of Monroe under Capital Transit Investment Program (CTIP) to execute a contract by and between the county of Gloucester and Wolfington Body Company, Inc. for the purchase of two Ford Model 22 passenger + 2 wheelchair slots with a rear lift bus in the amount of \$148,054.00, \$74,027.00 per bus, per bid 013-041(\$37,013.50 represents 50% of the total purchase price per bus). The Borough of Woodbury and Borough of Monroe will also be responsible for paying \$37,013.50 each to Wolfington Body Company, Inc. This joint purchase, under the county's Capital Transit Investment Plan program, requires municipalities to pay 50% of the total cost of bus.

VENDOR: Wolfington Body Co. Inc

ADDRESS: 1315 Route 38 PO Box 160
Mt Holly NJ 08060

Lin A. Cray
DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 8/29/13

*Freeholder Meeting
Sept 4, 2013*

GI

RESOLUTION AUTHORIZING A ONE-YEAR RENEWAL OF AN AGREEMENT BETWEEN THE COUNTY AND ROWAN UNIVERSITY FOR THE SHARED SPONSORSHIP OF THE MEGAN M. GIORDANO FELLOWSHIP IN PUBLIC HISTORY FROM SEPTEMBER 1, 2013 TO AUGUST 31, 2014 WITH A TOTAL COST TO THE COUNTY OF \$32,650.00

WHEREAS, Megan M. Giordano was employed by the Gloucester County Parks and Recreation Department as the Curator for the James and Ann Whitall House at the Red Bank Battlefield in National Park, Gloucester County, New Jersey, and in that capacity made great contributions to the various historical, educational, promotional and financial programs involving the Whitall House and its significance in Gloucester County and American history; and

WHEREAS, to the sorrow of the Gloucester County community, Ms. Giordano passed away on May 25, 2011; and

WHEREAS, in order to continue with the development of goals and objectives related to the historical significance of the Whitall House, the County and Rowan University entered into an Agreement establishing the Megan M. Giordano Fellowship in Public History in honor of Ms. Giordano, the term of which Agreement is July 1, 2012 through August 31, 2013; and

WHEREAS, in accordance with the Agreement, the Fellow was selected to play a leading role in pursuing such goals and objectives as developing historical and educational events and programming for the Whitall House, assisting in the design and utilization of volunteer programs, and formulating grant and foundation funding proposals; and

WHEREAS, the parties desire to renew the Agreement for the period September 1, 2013 to August 31, 2014; and

WHEREAS, as required by the Agreement, the Fellow will continue to devote as much time as may be necessary to successfully perform her aforesaid responsibilities for the County. The Fellow will also perform various duties for Rowan University; and

WHEREAS, The County's contribution to the Fellow's compensation will be \$32,650.00 Rowan's contribution will be \$17,329.73, for a total compensation of \$49,979.73. All of the remaining terms and conditions of the current Agreement will remain in full force and effect; and

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$32,650.00 pursuant to CAF# 13-07541, which amount shall be charged against budget line item #3-01-28-370-001-20215.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders, County of Gloucester that the Director is hereby authorized and directed to execute and the Clerk is authorized to attest to a one-year renewal of the current Agreement between The County and Rowan University for the shared sponsorship of the Megan M. Giordano Fellowship in Public History for the period September 1, 2013 through August 31, 2014, at a total cost to the County of \$32,650.00; and

BE IT FURTHER RESOLVED, that the County Administrator and Gloucester County Counsel are hereby authorized to negotiate the final terms of the Agreement, provided that the Agreement in final form is in substantially in the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey, held on Wednesday, September 4, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

GH

SHARED SERVICES AGREEMENT

between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

ROWAN UNIVERSITY

FOR RENEWAL OF THE MEGAN M. GIORDANO FELLOWSHIP

Dated: _____, 2013

Prepared by: Anthony J. Fioia,
Assistant County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated _____, 2013, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County"), and Rowan University ("Rowan");

WHEREAS, there is presently in effect an Agreement between the County and Rowan for the joint funding of the Megan M. Giordano Fellowship (the Fellowship), the term of which Agreement is July 1, 2012 to August 31, 2013; and

WHEREAS, the parties desire to renew the Agreement, based on the terms and conditions herein stated, for the period September 1, 2013 to August 31, 2014; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S. 40A:65-1 et seq., authorizes the parties to enter into this agreement;

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

- A. The current Agreement between the parties for the joint funding of the Fellowship is renewed for the period September 1, 2013, through August 31, 2014.
- B. The County's contribution to the Fellow's compensation will be \$32,650. Rowan's contribution will be \$17,329.73, for a total compensation of \$49,979.73.
- C. All of the remaining terms and conditions of the current Agreement shall remain in full force and effect.
- D. **COMPLIANCE WITH LAWS AND REGULATIONS.** The parties agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
- E. **NO PERSONAL LIABILITY.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Rowan or the County, in his or her individual capacity, and neither the officers, agents or employees of the IA or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.
- F. **MISCELLANEOUS.**
 - 1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties.

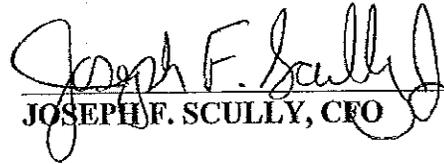
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.
3. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
4. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
5. **Further Assurances and Corrective Instruments.** The parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
6. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
7. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

ATTEST:

ATTEST:

ROBERT N. DI LELLA, CLERK

ROWAN UNIVERSITY:



JOSEPH F. SCULLY, CEO

COUNTY OF GLOUCESTER:

ROBERT M. DAMMINGER, DIRECTOR

Maria

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

Certificate of Availability of Funds

TREASURER'S NO. 13-07541 DATE 8/22/13

BUDGET NUMBER - CURRENT YR 3-01-28-370-001-20215 B _____ DEPARTMENT Parks + Rec

AMOUNT OF CERTIFICATION \$32,650.00 COUNTY COUNSEL Matt Lyons

DESCRIPTION: Megan M. Giordano Fellowship renewal commencing on 9/1/13 to 8/31/14. The Fellow will perform responsibilities regarding the enhancement of various programs for the James and Ann Whitall house located at Red Bank Battlefield Park.

VENDOR: Rowan University
College of Liberal Arts + Sciences
ADDRESS: Robinson Hall, 201 Mullica Hill
Glassboro, NJ 08028


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 8-22-13

Freeholder
Meeting
9/14/13

RESOLUTION AUTHORIZING APPLICATION FOR PROJECT SUPPORT GRANT FUNDING FROM THE NEW JERSEY HISTORICAL COMMISSION IN THE AMOUNT OF \$14,000.00, WITH A CASH MATCH BY THE COUNTY OF \$7,000.00 AND AN IN-KIND MATCH OF \$4,590.00, FOR A TOTAL PROGRAM BUDGET OF \$25,590.00

WHEREAS, the Department Head of the Gloucester County Parks & Recreation Department has recommended to the Gloucester County Board of Chosen Freeholders that an application for grant funding from the New Jersey Historical Commission be submitted; and

WHEREAS, grant funding from the New Jersey Historical Commission is available in the amount of \$14,000.00, with a cash match by the County of \$7,000.00, and an in-kind match of \$4,590.00, for a total program budget of \$25,590.00 to be used for the fabrication of a series of eight (8) ADA Compliant Interpretive Signs to be installed at different locations throughout the remains of Fort Mercer at Red Bank Battlefield in National Park; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has reviewed such application and considers it beneficial to the citizens of the County of Gloucester, and

WHEREAS, the Gloucester County Parks & Recreation Department 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 New Jersey Historical Commission for the administration of the grant project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the submission of an application to the New Jersey Historic Commission is hereby authorized for grant funding in the amount of \$14,000.00, with a cash match by the County of \$7,000.00, and in-kind match of \$4,590.00, for a total of \$25,590.00 from January 15, 2014 to April 1, 2014, to be used for a series of eight (8) ADA Compliant Interpretive Signs to be installed at different locations throughout the remains of Fort Mercer at Red Bank Battlefield in National Park; and

BE IT FURTHER RESOLVED that the Freeholder Director and the Clerk of the Board hereby confirms that the County shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday September 4, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

62



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Dammingier

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



TO: Charles Rose

DEPARTMENT: Parks & Recreation

GRANT TITLE: Red Bank Battlefield Signage Grant

DATE: August 22, 2013

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

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: September 4, 2013

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

11. IC CHARGED TO GRANT : \$

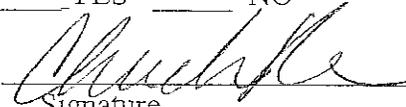
12. FRINGE BENEFIT RATE CHARGED TO GRANT :

13. DATE APPLICATION DUE TO GRANTOR September 10, 2013

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ 14,000	
CASH MATCH	\$ 7,000	<u> </u>
		(Attach Documentation)
IN-KIND MATCH (Attached Documentation)	\$ 4,590	
TOTAL PROGRAM BUDGET \$25,590		

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
 X YES NO

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. lcerny@co.gloucester.nj.us YES NO

DEPT. HEAD: 
Signature

DATE: 8/20/13

DEPARTMENTAL USE ONLY

DATE RECEIVED BY GRANTS DIVISION: AUG 21, 2013 EAL

DATE RECEIVED BY GUDGET OFFICE:

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:
1. 
Signature

2. _____
Signature

2014 Gloucester County Budget
Other Expense Request Explanation

2014 Budget

New Jersey Historic Commission: FY14 Project Grant
Grant Request: \$14,000

217 Professional Services \$14,000

Funding will be used to pay signage fabricators.

County Match: 1:1 \$11,590

Salaries:

Jen Janofsky	20 hours @ \$28	\$560 (Rowan)
Alan Koch	8 hours @ \$43 + fringe	\$526 (Parks)
Maintenance Staff	24 hours @ \$20 +fringe	\$3,504 (Parks)

217 Professional Services	\$1,000
Archaeologist	\$1,000

Cash Match:	\$7,000	***will be requested in FY13 Parks Budget
In-Kind Salaries:	\$4,590	
Total:	\$11,590	

Department: Parks & Recreation
Department Code: 0370
Submission Date: 08/19/13

Form C-2

Historical Background

In 1748 James and Ann Whitall, prominent South Jersey Quakers, constructed a 400-acre plantation at Red Bank, along the banks of the Delaware River. Red Bank became home to a thriving family business which included a shad fishery, orchards, and livestock. Together, Ann, James, and their 7 children enjoyed the fruits of their labor while struggling to maintain their Quaker identity in an increasingly political environment.

In October of 1777, the American Revolution came to Red Bank. In September the British had occupied Philadelphia. American forces, realizing the significant role the Delaware River would play in supplying British troops in Philadelphia, commandeered the Whitall property and constructed Fort Mercer. Fort Mercer, located across the river from Fort Mifflin, became a strategic fortification against British naval forces.

On October 21, 1777 a group of 900 Hessian soldiers attacked Fort Mercer. American forces, warned by the young American soldier Jonas Cattel that the Hessians were planning on attack, had prepared their forces. American troops inflicted massive casualties and the Whitall House acted as a field hospital for the wounded. Ann, who had stayed in the house during the battle, tended to the wounded with medicinal herbs from her garden. Although the American forces eventually lost the river campaign, the victory at Mercer allowed General George Washington the time he needed to establish camp for the winter at Valley Forge, demonstrated the tenacity of the American soldiers, and encouraged the French to enter the War of Independence on the side of the United States.

In 1972, Red Bank Battlefield was declared a National Historic Landmark and added to the National Register of Historic Places. Today, the property is managed and maintained by Gloucester County Parks and Recreation, under the Gloucester County Board of Chosen Freeholders. The house and battlefield are part of the Red Bank Battlefield Park which receives over 240,000 visitors yearly. The Whitall House offers seasonal tours focusing on colonial farm life and Revolutionary themes and is visited by approximately 6,000 people a year.

The Project

Although tours of the Whitall House remain popular, space and time limit our ability to fully interpret Red Bank's rich military history. Tours of the house are limited by volunteer availability. If visitors chose to visit the battlefield, the signage is limited, dated, and not ADA accessible. Despite these limitations, we have made a commitment to offering visitors a more complete history of the park by offering special battlefield tours. The tours have been extremely well-received and demonstrate a need to more

completely develop this area of our park. Informal exit surveys also demonstrate a public interest in learning more about the battlefield site.

To more completely develop this interpretation we are applying to the New Jersey Historic Commission for \$14,000 to install a series of seven ADA compliant interpretative signs. Signs will meet the National Park Standards for accessibility in interpretative signage. The signage has been graphically designed through the support of a 2013 minigrant. The designs are attached to the application for your review. They will be mounted on a double-post base and measure 24'x36." The signage will be installed along the remains of Fort Mercer and include an explanation of the significance of Fort Mercer in the 1777 River Campaign, an explanation of naval strategy through interpretation of our chevaux de frise installation, signage discussing the First and Second Rhode Island Regiments (which may have included African American soldiers), the explosion of the HMS Augusta off the shore of the Whittall House, and the implications of the battle for American Revolutionary forces.

Personnel

Jennifer Janofsky, Ph.D., Rowan University Megan Giordano Fellow in Public History, Museum Curator, Whittall House and Red Bank Battlefield

Dr. Janofsky is the curator of the Whittall House. Her responsibilities include teaching classes in Public History at Rowan, monitoring student interns, and curating the house.

Janofsky received her B.A. (1995) from the University of Scranton and a Ph.D. in Early American History and Public History from Temple University. From 2003-2004 she was the McNeil Center for Early American Studies Barra Dissertation Fellow. In addition to teaching classes in Early American and Public history, Janofsky has worked extensively in museum interpretation curating exhibits and designing interpretive signage. Her work can be seen at the Eastern State Penitentiary Historic Site, the National Constitution Center, and the Philadelphia Museum of History (the former Atwater Kent Museum).

Alan Koch, Landscape Architect, Gloucester County Parks and Recreation

Alan Koch received a B.S. in Environmental Planning and Design from Rutgers University in 1977, and has been employed with the Gloucester County since 1979 in the capacity of Landscape Architect. He worked on the 1984 redevelopment of the Red Bank Battlefield, which included the development of such amenities as: riverfront walk, service buildings, picnic facilities, circulation and parking, and playgrounds. He has worked closely with various curators in implementing historically accurate garden interpretation including an herb garden, heirloom vegetable garden and implementing the policies for the use of only native plant material in the park. He is currently working with the New Jersey Historic Trust on accessibility plans for the James and Ann Whittall House along with an interpretive plan for the site.

Douglas B. Mooney, M.A., Senior Archaeologist, URS Corporation

Mr. Mooney joined URS Corporation in 2006 and has twenty three years experience in archaeology and cultural resources management. He has participated in the excavation

of sites throughout the Mid-Atlantic Region and in England, and has served as Principal Investigator and Field Director on numerous and varied Phase I cultural resources surveys, Phase II site evaluations, and Phase III data recovery investigations. As a Senior Archaeologist with URS, his responsibilities include the conduct of historical research, the development and scoping of research designs, the direction of fieldwork, laboratory analysis, and report preparation, and project management. Mr. Mooney is the primary author of more than 60 technical reports and professional papers, and his experience encompasses prehistoric, historic, urban, and mortuary archaeological investigations.

How Will This Project Benefit the Public?

We believe new signage will reach a broader audience in a number of significant ways. Military interpretation is practically nonexistent at the Whitall House. Volunteer docents discuss Quakers, colonial family life, food preparation and period furnishings. Absent from our interpretation is any thorough discussion of the significant battle which took place immediately next to the house. We hope to reach out to military history enthusiasts, a previously neglected audience. Informal exit surveys have demonstrated a strong interest in learning more about the battle. Installation of new signage is the first step in a more aggressive programming plan to bring the Revolutionary experience alive at Red Bank.

This fall the Whitall House will become wheel-chair accessible through the installation of a ramp at the west entrance of the house allowing for a larger audience to visit the house. The ramp, in association with new accessible signage, will reach an audience who previously could not experience the house and battlefield site.

This past spring, just over 1,000 school children from both Gloucester and Camden counties visited the Whitall House. The Whitall House will work closely with area schools--specifically fourth grade teachers--to bring in even more school groups. The site will connect with superintendent of Gloucester County Schools Dr. Robert Bumpus to help promote the site and its new signage.

The Whitall House will work closely with the Gloucester County Office of Senior and Disability services as well as the Gloucester County College Adult Center for Transition to reach these previously untapped audiences. All docents will receive sensitivity training to provide a positive experience to new visitors.

The Project Plan

Metcalf Architecture and Design has completed the graphic design of the proposed signs. Red Bank has identified Art Guild, Inc. to fabricate the signs. Fabrication can be begin in January. Given the sensitivity of the battlefield area, an archaeological sampling of the proposed signage area will be completed by Douglas Mooney, who has conducted previous sampling projects in the park. The scheduled start date of the dig will depend on the weather, though ideally it will be complete by March 1. Gloucester

County's Department of Buildings and Grounds will install the signage at the end of March in anticipation of the season opening in April.

How Does the Project Relate to the Overall Activities and Programs of the Whitall House?

The Whitall House provides tours to 6,000 visitors a year. Included in this visitation are 3 local elementary schools. Visitors hear about colonial family life and how that life was interrupted by the Revolution. Our small exhibition space documents the Battle of Red Bank but does not allow for a more detailed analysis of the event. We hope to broaden our interpretation of the battle and routinely offer battlefield tours. Interpretative signage will enhance the battlefield tour by offering critical visual images documenting the battle. We believe the addition of signage will offer visitors a more complete understanding of the critical role South Jersey played in the American Revolution. Currently, tours of the house are limited by the availability of our volunteers. New signage will allow visitors to learn about the history of the park even when the house is not available.

How Does the Project Relate to the Mission, Long-Range Plan, and Objectives of the Organization?

Red Bank Battlefield Park receives over 240,000 visitors a year yet, only 6,000 visitors tour the house. Our goal is to increase visitation to the Whitall House and Red Bank Battlefield while offering aggressive new programming to draw visitation. Missing from our interpretation is any detailed analysis of the Battle of Red Bank. Signage will facilitate our programming and interpretation and offer balance to the narrative we currently offer. Future programming includes explorations of colonial-era soldiering, demonstrations of military life through reenactors, and events featuring expert speakers on the role South Jersey played in the Revolution.

Place the Project in the Broader context of New Jersey History

Typically discussions of the Revolutionary War military engagements focus on Philadelphia, New York, and Virginia. Missing from this narrative is the critical roll New Jersey played in influencing the outcome of these campaigns. The River Campaign of 1777 dramatically affected the British occupiers of Philadelphia who were unable to resupply as quickly as they needed. The decisive victory at Red Bank allowed George Washington's troops the necessary time to set up winter camp at Valley Forge and further influenced the French decision to offer strategic support to American forces. Signage at Red Bank will prominently feature the decisive roll New Jersey played in influencing the course of the Revolution.

G3

RESOLUTION TO CONTRACT WITH S.J. FARMERS EXCHANGE, INC., FISHER & SON COMPANY, INC., MITCHELL PRODUCTS, LLC, JOHN DEERE LANDSCAPES, HELENA CHEMICAL CO., SYNATEK SOLUTIONS, INC., AND PENNINGTON SEED, INC. FOR SUPPLY AND DELIVERY OF GRASS SEED, TOPDRESSING, FERTILIZERS AND PLANT PROTECTANTS FOR PITMAN GOLF COURSE AND VETERANS CEMETERY FROM SEPTEMBER 4, 2013 TO SEPTEMBER 3, 2014

WHEREAS, the County of Gloucester's (hereinafter the "County") Pitman Golf Course and Veterans Cemetery have the need for grass seed, topdressing, fertilizers and plant protectants and after public notice and advertising the County received seal bid responses for each product individually and awards the contract on that basis; and

WHEREAS, it was determined that South Jersey Farmers Exchange, Inc, with offices at 101 East Avenue, Woodstown, New Jersey 08098, was the lowest responsive and responsible bidder to perform said services for items 1, 2, 5, 6 and 7 in Section II for an amount not to exceed \$21,000.00; and

WHEREAS, it was determined that Fisher & Son Company, Inc. with offices at 110 Summit Drive, Exton, Pennsylvania 19341, was the lowest responsive and responsible bidder to perform said services for items 8 and 10 in Section II, and items 7,12,13,16,19, and 40 in Section III, for an amount not to exceed \$17,000.00; and

WHEREAS, it was determined that Mitchell Products, LLC, with offices at 1205 West Main Street, Millville, New Jersey 08332, was the lowest responsive and responsible bidder to perform said services for item 4 and 5 Section I for an amount not to exceed \$8,000.00; and

WHEREAS, it was determined that John Deere Landscapes, with offices at 1385 East 36th Street, Cleveland Ohio, 44114, was the lowest responsive and responsible bidder to perform said services for item 2 in Section I, for items 3, 4, and 9 in Section II and items 5, 6, 10, 11, 18, 25, 26, 27, 34, and 38 in Section III for an amount not to exceed \$27,000.00; and

WHEREAS, it was determined that Helena Chemical with offices at 4 Kildeer Court, Swedesboro, New Jersey 08085, was the lowest responsive and responsible bidder to perform said services for item 1 in Section I and items 3, 4, 8, 9, 14, 15, 17, 20, 21, 22, 24, 28, 29, 32, 33, 35 and 37 in Section III, for an amount not to exceed \$45,000.00; and

WHEREAS, it was determined that SynaTek Solutions, Inc., with offices at 737 Hagey Center Drive, Unit A, Souderton, Pennsylvania 18964, was the lowest responsive and responsible bidder to perform said services for items 1, 2, 30 and 31 in Section III for an amount not to exceed \$1,600.00; and

WHEREAS, it was determined that Pennington Seed, Inc., with offices at 9327 US Route 1, Ste J, Laurel, Maryland 20723, was the lowest responsive and responsible bidder to perform said services for item 36 in Section III for an amount not to exceed \$500; and

WHEREAS, the contracts are open ended, which does not obligate the County to make any purchase, so that no Certificate of Availability of Funds are required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contracts for the supply and delivery of certain grass seed, topdressing, fertilizers and plant protectants, specifically set forth as individual items pursuant to bid specification PD-013-043 is hereby split and awarded to South Jersey Farmers Exchange, Inc., Fisher & Son Company, Inc., Mitchell Products LLC. , John Deere Landscapes, Helena Chemical, Synatek, and Pennington Seed, Inc., and that the Director of the Board is hereby authorized to execute and the Clerk attest to the execution of the contracts with the above mentioned vendors on behalf of the County of Gloucester; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 4, 2013, at Woodbury, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
SOUTH JERSEY FARMERS EXCHANGE, INC.**

THIS CONTRACT is made effective the 4th day of September, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SOUTH JERSEY FARMERS EXCHANGE, INC.**, (a New Jersey Corporation) with offices at 101 East Avenue, Woodstown 08098, New Jersey 08098, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of:

- Blended Fertilizer 22-0-22 (50% sulfur coated urea),
- Blended fertilizer 22-0-22 (urea no SCU),
- Blended fertilizer 10-20-20 (urea 30% SCU),
- Blended fertilizer 20-0-10 (50% sulfur coated urea), and
- Blended fertilizer 20-0-20 (50% sulfur coated urea)

for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

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

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

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver fertilizer consistent with the specifications, identified as PD-013-043, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$21,000.00 for items 1, 2, 5, 6 and 7 in Section II, for the unit prices set forth in Summary of Bids identified as PD-013-043, which is incorporated by reference and made part of this Contract.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment. It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain Fertilizer to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 1, 2, 5, 6, and 7 in Section II for the unit prices set forth in Summary of Bids identified as PD-013-043, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set forth in the specifications identified as PD-013-043, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-013-043, which are specifically referred to and incorporated herein by reference.
- B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.
- D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered

to the time of termination.

- E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.
 - F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.
8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-013-043, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-013-043, the specifications shall prevail.

THIS CONTRACT is dated this 4th day of September, 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 Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

**SOUTH JERSEY FARMERS
EXCHANGE, INC.**

LEE C. WILLIAMS, JR., PRESIDENT

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
FISHER & SON COMPANY, INC.**

THIS CONTRACT is made effective the 4th day of September, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **FISHER & SON COMPANY, INC.**, (a Pennsylvania Corporation) with offices at 110 Summit Drive, Exton, Pennsylvania 19341, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of:

- 0-0-5 "Starphite" phosphate liquid fertilizer, plus 8% calcium,
- Calcium Sulphate, Gypsum,
- Tenacity Herbicide, Syngenta,
- Chlorpyrifos 4E insecticide, 44.7%,
- Acelepryn, Chlorantraniliprole, 18.4%,
- Andersons Goosegrass/Crabgrass Control SNG 80 5.25% Bensulide and 1.31% Oxidiazon stock number AGC8656-1, 28.8lb bags,
- Emerald 70WG case=10x1 bag (bag = .49#),
- Primo PGR

for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

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

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

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver certain chemicals for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery consistent with the specifications, identified as PD-013-043, which are incorporated into and made a part of this Contract.

2. **COMPENSATION.** Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$17,000.00 for items 8 and 10 in Section II, items 7, 12, 13, 16, 19, and 40 in Section III for the unit prices set forth in Summary of Bids identified as PD-013-043, which is incorporated by reference and made part of this Contract.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain chemicals to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as item 8 and 10 in Section II, items 7, 12, 13, 16, 19, and 40 in Section III for the unit prices set forth in Summary of Bids identified as PD-013-043, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-013-043, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-013-043, which are specifically referred to and incorporated herein by reference.
- B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data,

studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

- D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.
 - E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.
 - F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.
8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice

pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-013-043, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-013-043, the specifications shall prevail.

THIS CONTRACT is dated this 4th day of September, 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 Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

FISHER & SON COMPANY, INC.

MICHAEL FISHER, PRESIDENT

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
MITCHELL PRODUCTS, LLC**

THIS CONTRACT is made effective the 4th day of September, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **MITCHELL PRODUCTS, LLC**, (a Limited Liability Company) with offices at 1205 West Main Street, Millville, New Jersey 08332 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of Top Dressing (90% sand, 10% Canadian humus sterilized dry, ph greater than 5.8) and Bunker Sand (U.S. Silica brand # 202) bulk shipment delivered throughout the season for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver Top Dressing and Bunker Sand, consistent with the specifications, identified as PD-013-043, which are incorporated into and made a part of this Contract.
2. **COMPENSATION**. Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$8,000.00 for items 4 and 5 in Section 1, for the unit prices set forth in Summary of Bids identified as PD-013-043, which is incorporated by reference and made part of this Contract.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain, Topdressing and Bunker Sand to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 4 and 5 in Section I, for the unit prices set forth in Summary of Bids identified as PD-013-043 which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-013-043, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-013-043, which are specifically referred to and incorporated herein by reference.
- B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.
- D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

- E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.
- F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.
8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

- 18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
- 19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
- 20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
- 21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
- 22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-013-043, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-013-043, the specifications shall prevail.

THIS CONTRACT is dated this 4th day of September, 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 Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

WITNESS:

MITCHELL PRODUCTS, LLC

DAVID MITCHELL, OWNER

G3

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
JOHN DEERE LANDSCAPES**

THIS CONTRACT is made effective the 4th day of September 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **JOHN DEERE LANDSCAPES**, (a Cleveland Corporation) with offices at 1385 East 36th Street, Cleveland, Ohio 44114, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of:

- Grass Seed Kentucky Bluegrass "Midnight" – **Seed must be USDA Blue Tag Certified** (Midnight type Bluegrass: 50lb Bags),
- 0-0-50 potassiuym sulfate, greens grade 50 lb bag,
- Lime, Hi calcium, Greens Grade 50 lb bag,
- Soaker plus wetting agent,
- Propiconazole, 14.3% active ingredient,
- Vinclozolin, 50% active ingredient,
- Clearys 3336F Fungicide, Thiophanate-methyl,
- Heritage Fungicide 50W,
- Wasp and Hornet spray 12x 16 oz can,
- Ronstar G. Herbicide, oxadiazon 2%,
- Foan Marker,
- Defoamer, Foam buster, 20% Dimethylpolysiloxane,
- Growth products, X-Xtra iron, 6-0-0

throughout the season for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver the above products consistent with the specifications, identified as PD-013-043, which are incorporated into and made a part of this Contract.
2. **COMPENSATION**. Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$27,000.00 for item 2 in Section I, for items 3, 4, and 9 in Section II and items 5, 6, 10, 11, 18, 25, 26, 27, 34, and 38 in Section III, for the unit prices set forth in

Summary of Bids identified as PD-013-043, which is incorporated by reference and made part of this Contract.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain grass seed to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 2 in Section I, item 3, 4, and 9 in Section II, and items 5, 6, 10, 11, 18, 25, 26, 27, 34, and 38 in Section III, for the unit prices set forth in Summary of Bids identified as PD-013-043, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-013-043, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-013-043, which are specifically referred to and incorporated herein by reference.
- B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.
- D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by

the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

- E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.
- F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.
8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-013-043, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-013-043, the specifications shall prevail.

THIS CONTRACT is dated this 4th day of September, 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 Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

JOHN DEERE LANDSCAPES

KEITH MCGINTY, DIRECTOR

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**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
HELENA CHEMICAL COMPANY**

THIS CONTRACT is made effective the 4th day of September, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **HELENA CHEMICAL COMPANY**, a Subsidiary of Marubeni Corporation of Tokyo, Japan, with offices at 4 Kildeer Court, Suite 100, Swedesboro, New Jersey 08085, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of:

- Grass seed Perennial Ryegrass, "SR-4600" **Seed must be USDA Blue Tag Certified** 50 lb bag, Gray Leaf spot resistant,
- Chlorothalonil, flowable 54% active ingredient,
- Chlorothalonil, Dry flowable 82.5% active ingredient,
- Metalaxyl, 25.1% active ingredient,
- Chipco 26019 Fungicide, Bayer,
- Confront Herbicide, Triclopyr 33%, Clopyralid 12.1%,
- Plyex Herbicide, Topramezone, 29.7%, Trimec Herbicide 992,
- Dismiss herbicide,
- Insignia Intrinsic,
- Prostar 70 WDG case:4x3#,
- Provaunt Insecticide, Indoxacarb, 30%,
- Dylox 6.2G 30 lb bags Trichlorfon,
- Bayleton 50 WP Fungicide, 5.5 lb case,
- Aqua shade lake colorant,
- Clipper Herbicide, Flumioxazin, 51%,
- Mancozeb DG fungicide, 75% active ingredient,
- Sevin Insecticide, Carbaryl, 43%

for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

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

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

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver fertilizer consistent with the specifications, identified as PD-013-043, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$45,000.00 for item 1 in Section I, items 3, 4, 8, 9, 14, 15, 17, 20, 21, 22, 24, 28, 29, 32, 33, 35 and 37 in Section III, for the unit prices set forth in Summary of Bids identified as PD-013-043 which is incorporated by reference and made part of this Contract.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain grass seed to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as item 1 in Section I and items 3, 4, 8, 9, 14, 15, 17, 20, 21, 22, 24, 28, 29, 32, 33, 35 and 37 in Section III, for the unit prices set forth in Summary of Bids identified as PD-013-043, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-013-043, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

6. **TERMINATION.** This Contract may be terminated as follows:
- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-013-043, which are specifically referred to and incorporated herein by reference.
 - B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

- C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.
- D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.
- E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.
- F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.
8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance,

and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be

changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-013-043 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-013-043, the specifications shall prevail.

THIS CONTRACT is dated this 4th day of September, 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 Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT DI LELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

HELENA CHEMICAL CO.

DOUG GRAY, BRANCH MANAGER

G3

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
SYNATEK**

THIS CONTRACT is made effective the 4th day of September, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SYNATEK** with offices at 737 Hagey Center Drive Unit A, Souderton, Pennsylvania, 18964 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of:

- Daconil Action Weatherstik Fungicide, Syngenta chlorothalonil,
- Daconil Action Ultrex Fungicide .5lb bag, Syngenta Chlorothalonil,
- Excaliber Calcium 50 lb bag,
- Micro Tek water soluble micronutrients package for turf

for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver fertilizer consistent with the specifications, identified as PD-013-043, which are incorporated into and made a part of this Contract.
2. **COMPENSATION**. Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$1,600.00 for items 1, 2, 30, and 31 in Section III, for the unit prices set forth in Summary of Bids identified as PD-013-043 which is incorporated by reference and made part of this Contract.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain grass seed to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 1, 2, 30 and 31 in Section III, for the unit prices set forth in Summary of Bids identified as PD-013-043, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-013-043, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-013-043, which are specifically referred to and incorporated herein by reference.
- B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.
- D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

- E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.
- F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.
8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

- 18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
- 19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
- 20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
- 21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
- 22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-013-043 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-013-043, the specifications shall prevail.

THIS CONTRACT is dated this 4th day of September, 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 Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

SYNATEK

**LEAH GENDRON, CUSTOMER CARE
MANAGER**

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**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
PENNINGTON SEED, INC.**

THIS CONTRACT is made effective the 4th day of September, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **PENNINGTON SEED, INC.**, (a Georgia Corporation) with offices at 9327 US Route 1, Ste J, Laurel, Maryland 20723 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of Round-up, Glyphosate herbicide for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver, Round-up, Glyphosate herbicide, consistent with the specifications, identified as PD-013-043, which are incorporated into and made a part of this Contract.
2. **COMPENSATION**. Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$500.00, item 36 in Section III, for the unit prices set forth in Summary of Bids identified as PD-013-043, which is incorporated by reference and made part of this Contract.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain grass seed to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as item 36 Section III, for the unit prices set forth in Summary of Bids identified as PD-013-043, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-013-043, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-013-043, which are specifically referred to and incorporated herein by reference.
- B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.
- D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

- E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.
- F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.
8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-013-043, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-013-043, the specifications shall prevail.

THIS CONTRACT is dated this 4th day of September, 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 Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

PENNINGTON SEED, INC.

AMANDA STEWART, MANAGER

Item #	Description	Quantity	Unit	VENDOR:	VENDOR:	VENDOR:	VENDOR:	VENDOR:	VENDOR:	VENDOR:
<p>PD 013-043 Bid Opening 8/13/2013 10:00am DELIVERY OF GRASS SEED, TOPDRESSING, FERTILIZERS, & PLANT PROTECTANTS FOR THE COUNTY GOLF COURSE AND VETERANS CEMETERY</p>										
				VENDOR: S.J Farmers Exchange 101 East Ave. Woodstown, NJ 08098 Lee C. Williams Jr. 856 769-0062 856 769-0343 Fax	VENDOR: Fisher & Son Company 110 Summit Dr. Exton, PA 19341 Ralph Hemminger 800 262-2127 610 363-0563 Fax	VENDOR: Mitchell Products 1205 W. Main St Milville, NJ 08332 David Mitchell 856 327-2005 856 327-6881 Fax	VENDOR: Seaton Turf Warehouse 25 Roland Ave. Mount Laurel, NJ 08054 Lance T. Seaton 856 273-5939 856 273-0998 Fax	VENDOR: John Deere Landscapes 1385 East 36th St. Cleveland, Oh 44114 Keith McGinty 800 321-5325 248 581-1433 Fax	VENDOR: Helena Chemical Co. 14 Killdeer Ct, Ste 100 Swedesboro, NJ 08085 Leroy Pettlers 856 241-2070 856 241-2086 Fax	VENDOR: Synatek 737 Hagey Center Drive Unit A Souderton, PA 18964 Leah Gendron 888 406-5433 267 203-1613 Fax
1	Grass seed Perennial Ryegrass, "SR-4600" Seed must be USDA Blue Tag Certified August delivery 50 lb. bag. Gray Leaf spot resistant	7500	lb.	NB	\$1.50	NB	\$1.35	NB	\$1.29	NB
2	Grass seed Kentucky Bluegrass, "Midnight" Seed must be USDA Blue Tag Certified Midnight type Bluegrass; 50lb. Bags, August delivery	800	lb.	NB	NB	NB	\$2.77	NB	\$3.20	NB
3	Grass seed blend, hard fescue, creeping red fescue, blu Seed must be USDA Blue Tag Certified 50lb. Bags, August delivery	5	lb.	NB	NB	NB	NB	NB	NB	NB
4	Topdressing, 90% sand, 10% Canadian humus Sterilized dry, pH greater than 5.8. Bulk shipments delivered throughout the season	75	ton	NB	NB	\$58.50	NB	NB	NB	NB
5	Bunker sand, U.S. Silica brand # 202. Bulk shipments delivered throughout the season	50	ton	NB	NB	\$27.00	NB	NB	NB	NB
<p>Section II</p>										
Item #	Description	Quantity	Unit							
1	22-0-22 Blended fertilizer, 50% sulfur coated urea Bulk shipments throughout the season (with tender).	8	ton	NB	\$1,100.00	NB	\$1,024.90	NB	NB	NB
2	22-0-22 Blended fertilizer, urea(no SCU) Bulk shipments throughout the season (with tender).	3	ton	NB	21-0-10 56% MESA	NB	1000 LB.BAG	NB	NB	NB
3	21-3-16 greens grade fertilizer with 63% BCMU Slow release Nitrogen 50 lb. bag	40	bag	NB	NB	NB	\$30.13	NB	NB	NB
4	0-0-50 potassium sulfate, greens grade 50 lb. bag	20	bag	NB	\$30.00	NB	\$28.66	NB	\$31.50	NB
5	10-20-20 Blended fertilizer, urea (30% SCU) Bulk shipments throughout the season (with tender).	12	ton	NB	\$620.00	NB	\$716.80	NB	NB	NB
6	20-0-10, Blended fertilizer, 50% sulfur coated urea Bulk shipments throughout the season, 50 # bags	5	tons	NB	Bagged NB	NB	BAGGED NB	NB	NB	NB
7	20-0-20 Blended fertilizer, 50% sulfur coated urea Bulk shipments throughout the season, 50# bags	2	tons	NB	NB	NB	\$1,024.90	NB	NB	NB
8	0-0-5 "Staphite" phosphite liquid fertilizer, plus 8% calcium	10	gal	NB	\$18.00	NB	\$19.77	NB	NB	NB
9	Lime, H1 calcium, Greens Grade 50 Lb. bag	1000	lbs	NB	IMMUNIPHITE \$8.00	NB	GREEN FLO PHYTE 0.084	NB	NB	NB
10	Calcium Sulphate, Gypsum	2000	Lbs.	NB	.16/POUND \$0.18	NB	NB	NB	\$0.19	NB

29	Bayleton 50 WP Fungicide, 5.5 lb. case	5	case	NB	NB	NB	NB	NB	\$519.28	\$488.64	NB	NB
30	Excaliber Calcium 50 lb. bag	1000	Lbs.	NB	NB	NB	NB	NB	NB	NB	\$0.15	NB
31	MicroTek water soluble micronutrients package for turf	50	Lbs	NB	NB	NB	NB	NB	NB	NB	\$7.10	NB
32	Aqua shade lake colorant	5	Gal	NB	NB	NB	NB	NB	NB	\$56.00	NB	NB
33	Clippier Herbicide, Fluroxazin, 51%	2	lbs.	NB	NB	NB	NB	NB	NB	\$131.33	NB	NB
34	Defoamer, Foam buster, 20% Dimethylpolysiloxane	5	Gal	NB	NB	NB	NB	\$60.00	\$30.00	\$33.00	NB	NB
35	Mancoszeb DG fungicide, 75% active ingredient	144	Lbs	NB	NB	NB	NB	SMS ANTI-FOAM	RECEDE	\$4.25	NB	NB
36	Round-up, Glyphosate herbicide	5	Gal.	NB	\$30.00	NB	NB	NB	\$19.07	\$16.00	NB	\$15.00
37	Sewin insecticide, Carbaryl, 43%	5	Gal.	NB	\$55.00	NB	NB	NB	PROSECUTOR	\$41.27	NB	NB
38	Growth products, X-Xtra iron, 6-0-0	5	Gal.	NB	\$8.00	NB	NB	NB	\$7.22	NB	NB	NB
40	Primo PGR	1	Gal	NB	EXTREME FE \$160.00	NB	NB	NB	\$283.00	\$283.00	NB	NB
THIS IS A ONE YEAR CONTRACT												
Will you extend your prices to local government entities within the County												
Bid specifications sent to:												
Based upon all bids received I recommend contracts be awarded to the following vendors as the lowest responsive, responsible bidders												
South Jersey Farmers Exchange - Section II Items 1,2,5,6,7												
Fisher & Son Company - Section II Items 8,10 Section III 7,12,13,16,19,40												
Mitchell Products - Section I Items 4,5												
Section Turf Warehouse -												
John Deere Landscapes - Section I Items 2, Section II 3,4,9, Section III 5,6,10,11,18,25,26,27,34,38												
Helena Chemical Co. - Section I Items 1, Section III 3,4,8,9,14,15,17,20,21,22,24,28,29,32,33,35,37												
Synatak - Section III 1,2,30,31												
Pennington Seed - Section III 36												
Sincerely Robert J. McErlane Purchasing												