

AGENDA

7:30 p.m. Wednesday, October 2, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular minutes from September 18, 2013.

P-1 Proclamation Recognizing Carole McConnell and Maggie's Law During Drowsy Driving Prevention Week, November 3 -10, 2013 (Wallace) (to be presented)

P-2 Proclamation Recognizing East Greenwich Little League – 2013 NJ State Champions, Section 4 Champions, District 15 Champions – Major League Division (Taliaferro) (to be 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 PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87. This resolution will provide for various items of revenue to be inserted in the County budget which includes:

- **Social Services for the Homeless Modification - \$108,000.00.** These funds will be used to provide assistance to individuals and families who are experiencing short term, non-recurring emergencies associated with Hurricane Sandy. Funding will be used to provide shelter, emergency food, case management and 24-hour response to homeless and at-risk of homelessness to Gloucester County residents due to the impact of hurricane Sandy.
- **FY2012 Emergency Management Agency Assistance Grant Modification - \$20,000.00.** This program provides assistance to the GC Office of Emergency Management in enhancing and sustaining their all-hazards emergency management capabilities. The Deputy Emergency Management Coordinators develop plans and manage projects to conduct and receive training for a better understanding of hazard awareness. Per the directive of the State, the \$20,000.00 is to be equally distributed (\$5,000.00 each) to Franklin, Greenwich, Monroe and Washington Townships.

A-2 RESOLUTION AUTHORIZING AN EXTENSION OF THE CONTRACT WITH TVS, INC., T/A TRI STATE FOOD AND BEVERAGE SERVICES FOR VENDING MACHINE SERVICE IN VARIOUS COUNTY BUILDINGS FROM OCTOBER 11, 2013 TO OCTOBER 10, 2015. This Resolution authorizes the extension of a contract to TVS, Inc. t/a Tri State Food and Beverage Services as the lowest responsible and responsive bidder for the furnishing of labor, material, equipment and services to provide vending machines, and service thereof, in various buildings throughout the County, as per bid PD-12-026. The vendor is located at 19 Elbo Lane, Mt. Laurel, NJ 08054. The original contract was executed on October 11, 2012. The term of the extension will be for two (2) years from October 11, 2013 to October 10, 2015. The Vendor will compensate the County on all items sold at the commission rate of 33.9%, with a minimum guaranteed commission in the amount of \$12,501.00. If the commission due and payable to the County exceeds the \$12,501.00 minimum guaranteed amount, then those additional commission monies will also be paid to the County.

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

B-1 RESOLUTION AUTHORIZING A CONTRACT WITH DM MEDICAL BILLING TO PROVIDE THIRD-PARTY EMS BILLING SERVICES, IN AN AMOUNT NOT TO EXCEED \$186,000.00, FROM SEPTEMBER 18, 2013 TO SEPTEMBER 17, 2014. As part of the regional EMS services, we seek reimbursement from insurance carriers and out of County residents in order to recoup some operating costs. As per RFP 13-044, for such services, the award is based upon percentage of revenue generated being paid by the County. It has been recommended that the County award the contract to DM Medical Billing with offices located at 20 E. Taunton Road, Suite 500, Berlin, NJ. The vendor selected has extensive emsCharts interface and customization experience, offers unlimited on-site training of GCEMS staff members, is able to produce extensive reimbursement reports and provides evening customer

service availability for patients. DM Medical Billing will bill the County 4.65% of the revenue collected by the company. Revenue is projected to be as much as \$4.0 million for the term of the agreement.

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

C-1 RESOLUTION RECOGNIZING SATURDAY, NOVEMBER 30, 2013 AS “SHOP LOCAL SATURDAY” TO SUPPORT AND PROMOTE SMALL BUSINESS. The Department of Economic Development requests the support and approval of the Board of Chosen Freeholders recognizing Saturday, November 30, 2013 as “Shop Local Saturday”. The promotional campaign, modeled after the overwhelmingly successful American Express Small Business Saturday strategy, will encourage residents to support the thousands of small business in Gloucester County by pledging to shop, dine and visit these establishments on Saturday, November 30, 2013. The program, led by the Department of Economic Development is a joint collaboration with the Gloucester County Chamber of Commerce. The ultimate goal of the program is to generate economic impact by encouraging residents to support local small businesses during the holiday season.

C-2 RESOLUTION AUTHORIZING A CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT, FOR THE TOTAL AMOUNT OF \$3,866,671.00 FROM JULY 1, 2013 TO JUNE 30, 2014. The New Jersey Department of Labor and Workforce Development has forwarded the Workforce Investment Act allocation, the Work First NJ allocation and the Work Force NJ allocation for Program Year 2013 from July 1, 2013 to June 30, 2014 to the Gloucester County Workforce Investment Board. The breakdown of this funding is as follows:

<i>The Federal Workforce Investment Act funds include:</i>	
WIA Adult	\$530,543.00
WIA Youth	\$595,183.00
WIA Dislocated Workers	\$787,469.00
 <i>The State Workforce New Jersey funds include:</i>	
Workplace Literacy (Workforce Learning Link)	\$39,000.00
 <i>The State Work First NJ funds include:</i>	
Work First NJ (TANF, GA/SNAP, CAVP, Case Mgt., Work Verification)	\$1,914,476.00
 CONTRACT TOTAL:	 \$3,866,671.00

The total funding for our County in PY 2013 is \$3,866,671. These monies will allow the County to serve eligible County residents in the arena of employment and training. As additional monies are received, this contract will be modified. This contract formally accepts these monies into the County.

C-3 RESOLUTION AUTHORIZING A CONTRACT WITH BUD CONCRETE, INC. FOR THE MISCELLANEOUS CONCRETE REPLACEMENT AND PEDESTRIAN FACILITIES UPGRADE PROJECT FOR VARIOUS LOCATIONS THROUGHOUT THE COUNTY FOR THE TOTAL AMOUNT OF \$168,000.00. This Resolution will authorize and approve the County entering into a contract with Bud Concrete, Inc. (133 Sewell Road, Sewell, NJ 08080) for the Construction of the “The Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester,” Public Works Project #13-15 (hereinafter the “Project”), for the total amount of \$168,000.00. This contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Friday, September 6, 2013. Bud Concrete, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The project will involve the upgrading of Pedestrian Facilities which do not meet current ADA standards along with providing facilities where none exist along various sections of County roads. Sections of sidewalk and curb will be constructed and or reconstructed as indicated on sketches to be provided when available or as directed in the field. Delineation with truncated domes as part of the detectable warning surface will also be constructed.

A partial listing of roadways which work may be constructed is as follows:

- CR667, Cohawkin Rd., from CR551 to NJTPK Bridge, East Greenwich
- CR673, Democrat Rd., from CR551 to Howard Dr., East Greenwich
- CR673, Democrat Rd., from SH 295 to Veterans Ave., East Greenwich
- CR694, Monroeville Rd., from NJTPK to GCIA Driveway, Woolwich
- CR624 Jefferson Rd. from CR603 to CR627, Mantua
- CR694 Monroeville Rd., from NJ Turnpike to GCIA Entrance, Woolwich
- CR664 Wolfert Station Rd., from Colson Lane to the East Greenwich Line, Harrison
- CR639 Ganttown Rd., from SH Rte 42-BHP to Bells Lake Rd., Washington
- CR644 Deptford Rd. at CR646, Deptford
- CR644 Redbank Ave., from CR642 to SH 295, West Deptford
- CR629 New St., from CR553A to CR603, Mantua
- CR652 Elm St., from CR553 to SH 45, Woodbury Heights
- CR534 Cooper St., from SH Rte 47 to CR706, Deptford Twp.
- CR706 Cooper St. from SH Rte 47 to the Camden Co. Line, Deptford
- CR658 Pitman Downer Rd., from CR651 to CR639, Washington

The County will provide the contractor with a sub list of 2 to 4 sites from the above noted roadway segments and other possible areas work is to be performed. The contractor shall have 5 calendar days to complete the above said amount work. When an additional sub list is provided, an additional time of completion of 5 calendar days will begin. All efforts will be made keep the work along the same section of roadway or in the same general area. The contractor will be given two weeks after notification to begin work. A copy of the NJDOT detail CD-606-1 Public Sidewalk Curb Ramp Detail is included or will be available to the contractor the actual improvements will be field directed by an authorized County Representative. The quantities are approximate as totaled with additional items "if and where directed" quantities provided for the field review. All quantities however shall be if and where directed based upon the results of the individual field meetings. The contractor will be required to meet the Engineer or an authorized County Representative on site at each individual location to review the scope of pedestrian improvements prior to performing any work. During construction traffic must be maintained at all times. Any use of Police will be coordinated with the County of Gloucester and all time required for police assistance will also be paid for directly by the County of Gloucester through a separate agreement. The total length of the contract will be 180 days after Notice to Proceed date.

C-4 RESOLUTION AUTHORIZING APPLICATION AND AGREEMENT FOR DISCRETIONARY AID FOR CONSTRUCTION INSPECTION AND SUPPORT SERVICES THROUGH TTF FUNDING COMMITMENT BETWEEN THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE COUNTY FOR THE TOTAL AMOUNT OF \$380,000.00. This Resolution will authorize the submission of an application and agreement for Discretionary Aid for Construction Inspection & Support Services through FY 2013 Transportation Trust Fund (FY 2013 TTF) funding commitment between the New Jersey Department of Transportation (NJDOT) and the County for the total amount of \$380,000.00 to be used for the professional service contract, per RFP-013-035, with CME Associates, Inc. (3141 Bordentown Avenue, Parlin, NJ 08859-1162) for Construction Management and Inspection Services, approved by Resolution August 21, 2013, for the roadway improvement project known as the "Phase 1 Reconstruction of Egg Harbor Rd. (CR630) between Salina Road and Pembroke Drive in the Township of Washington, County of Gloucester", Federal Project No. STP-4048 (106) Construction, Engineering Project #06-01FA, in the maximum amount of \$370,240.15. This Application and Agreement will secure funding for approved, negotiated costs; disbursement of funds for eligible costs will be on a reimbursement basis.

C-5 RESOLUTION AUTHORIZING AN EXTENSION OF THE CONTRACT WITH TAG'S AUTO SUPPLY, INC. FOR SUPPLY AND DELIVERY OF AUTOMOTIVE PARTS AND ACCESSORIES FROM OCTOBER 19, 2013 TO OCTOBER 18, 2015 IN AN AMOUNT NOT TO EXCEED \$140,000.00 PER YEAR. This Resolution authorizes the extension of the County's open ended contract PD-11-057 with TAG'S Auto Supply, Inc. for the supply and delivery of various auto parts and accessories for a two (2) year period as permitted by the Contract from October 19, 2013 to October 18, 2015 in the amount not to exceed \$140,000.00 per year. This is an open ended contract and does not obligate the County to make any purchases.

C-6 RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A CONTRACT WITH TTI ENVIRONMENTAL, INC., TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$9,025.00 RESULTING IN A TOTAL CONTRACT AMOUNT OF \$382,675.00. This Resolution authorizes a second amendment to a contract with TTI Environmental, Inc., to increase the contract by \$9,025.00 resulting in a total contract amount of \$382,675.00. The original contract was for the installation of the new underground storage tanks for the Mantua and Clayton Yards passed by Resolution on February 6, 2013 for a total contract amount of \$369,650.00. The first amendment was passed by Resolution on September 4, 2013 increasing the contract amount by \$4,000.00, resulting in a new total contract amount of \$373,650.00. This second amendment is to provide and install new Gasboy Islander Plus-2 Fuel Management Systems in place of specified Multiforce Controllers for both Mantua and Clayton Facilities and new Veeder Root TCP/IP Board.

C-7 RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO A CONTRACT WITH CORE MECHANICAL, INC. , IN AN AMOUNT NOT TO EXCEED \$495,000.00 FROM NOVEMBER 1, 2013 TO OCTOBER 31, 2014. A one (1) year extension to the existing contract with Core Mechanical, Inc. is necessary due to the need for continual maintenance to the County's HVAC units. The technician is knowledgeable as to all of our equipment and always expedites requests for maintenance and repairs. This extension is for a contract amount not to exceed \$495,000.00 from November 1, 2013 to October 31, 2014 in accordance with PD- 011-056.

C-8 RESOLUTION AWARDED A CONTRACT TO PATRIOT ROOFING, INC. FOR THE SUPPLY OF ALL LABOR AND MATERIALS RELATIVE TO INSTALLATION OF A NEW ROOF AT 1000 N. DELAWARE STREET, PAULSBORO, HEALTH DEPARTMENT BUILDING, FOR A COST OF \$34,380.00, WITH AN ADDITIONAL COST OF \$3.50 PER SQUARE FOOT TO REPLACE PLYWOOD DECKING AS APPROVED, FOR A TOTAL AMOUNT NOT TO EXCEED \$50,000.00. This contract is necessary to ensure the structural integrity and contents of the Health Department Building in Paulsboro. The amount of the contract is \$34,380.00 with an additional cost of \$3.50 per square foot to replace plywood decking as approved by the County's Buildings and Grounds Superintendent, which will result in a total contract amount not to exceed \$50,000.00 as per specifications in PD 013-037.

C-9 RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR CAPITAL PROJECTS MANAGEMENT SERVICES TO FEDERICI & AKIN, P.A., IN AN AMOUNT NOT TO EXCEED \$90,000.00 FROM OCTOBER 2, 2013 TO OCTOBER 1, 2014. This Resolution will authorize the County to enter into a Professional Services Contract with Federici & Akin, P.A., Consulting Engineers (307 Greentree Road, Sewell, NJ 08080), to provide Capital Project Management engineering,

inspection, management and environmental services to and for the County, per RFP-13-046, for "Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects," Engineering Project #13-13, for a one (1) year period from October 2, 2013 to October 1, 2014, for an amount not to exceed \$90,000.00. This contract will provide the County with Engineering, Inspection Management and Environmental Services on an "as-needed/on-call basis."

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

E-1 RESOLUTION AUTHORIZING EXECUTION OF DOCUMENTS FOR A CONTRACT MODIFICATION BETWEEN THE COUNTY AND THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE 2013 SOCIAL SERVICES FOR THE HOMELESS CONTRACT FOR ADDITIONAL FUNDS FOR PROGRAM YEAR 2013, IN THE FORM OF THE SANDY HOMEOWNER / RENTER ASSISTANCE PROGRAM (SHRAP) GRANT FOR AN AMOUNT NOT TO EXCEED \$108,000.00 FROM SEPTEMBER 1, 2013 TO SEPTEMBER 30, 2015. The Sandy Homeowner / Renter Assistance Grant is re-allocated to a Not-for-Profit (501c3) Agency who will provide emergency services to our eligible residents who have been negatively impacted by Hurricane Sandy. The services available include utility assistance, rent/mortgage assistance, case management and essential items.

E-2 RESOLUTION AUTHORIZING A THREE (3) MONTH EXTENSION, FROM OCTOBER 1, 2013 TO DECEMBER 31, 2013, TO CONTRACTS WITH ROWLAND TRANSPORTATION, INC. AND RAILS CONSULTING SERVICES, LLC, IN AN AMOUNT NOT TO EXCEED \$17,000.00. Resolution authorizing the County to extend contracts with Rowland Transportation, Inc. and Rails Consulting Services, LLC, for Paratransit services for non-emergency transportation needs for a three month term from October 1, 2013 to December 31, 2013, in an amount not to exceed \$17,000.00 for each extension. Due to new requirements by NJ TRANSIT & the Disadvantage Business Enterprise Division, the internal review of the bid specifications are not finalized and will not allow us to meet the October 1st start date, which was not anticipated prior to the end of the contracts. A three month extension is necessary to continue services to the residents of Gloucester County without interruption, until the Federal Standards are met and the bid specifications can be finalized.

E-3 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT BETWEEN THE COUNTY AND CATHOLIC CHARITIES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$12,500.00. The contract is amended for additional contract specific prevention, case management and essential services for unanticipated Sandy Homeowner/Rental Assistance Program to benefit Gloucester County residents that were affected by Superstorm Sandy. This amendment will increase the contract by \$12,500.00, resulting in a maximum contract amount of \$85,279.00. These funds must be expended by December 31, 2013.

E-4 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT BETWEEN THE COUNTY AND THE CENTER FOR FAMILY SERVICES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$12,500.00. The contract is amended for additional contract specific prevention, case management and essential services for unanticipated Sandy Homeowner/Rental Assistance Services to benefit Gloucester County residents that were affected by Superstorm Sandy. The amendment will increase the contract by \$12,500.00, resulting in a maximum contract amount of \$156,099.00. These funds must be expended by December 31, 2013.

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

Old Business

New Business

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

Adjournment

MINUTES

7:30 p.m. Wednesday, September 18, 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 from September 4, 2013.

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

Comments: N/A

47839 Proclamation Recognizing the Gloucester County Department of Correctional Services for their efforts at the Williamstown POW-MIA War Memorial (Wallace) (to be presented).

47840 Proclamation Proclaiming September 2013 as Childhood Cancer Awareness Month (Nestore) (to be 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

47841 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND THE POSSIBLE SETTLEMENT OF A WORKERS' COMPENSATION CLAIM CAPTIONED LORRAINE BECKETT V. GLOUCESTER COUNTY, CLAIM PETITION NOS. 2006-15735 AND 2008-793.

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

Comments: N/A

MOTION TO ENTER INTO CLOSED SESSION – 7:55 PM

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

Comments: N/A

MOTION TO ENTER INTO OPEN SESSION – 8:10 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

47842 RESOLUTION AUTHORIZING THE EXECUTION OF AN OFF-CAMPUS FEDERAL WORK STUDY AGREEMENT WITH ROWAN UNIVERSITY FROM JULY 1, 2013 TO JUNE 30, 2014.

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

Comments: N/A

47843 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- Job Access and Reverse Commute (JARC) - \$125,000.00.
- Workforce Learning Link - \$39,000.00.
- Women, Infants & Children Program (WIC) - \$705,200.00.
- Victims of Crime Act Grant (VOCA) - \$176,091.00.
- FY2013 Emergency Management Agency Assistance Grant - \$70,000.00.
- Regional GIS Implementation & Coordination Program - \$30,000.00.
- SECTION 5317 New Freedom - \$200,000.00.

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

Comments: N/A

47844 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF SEPTEMBER 2013.

	Motion	Second	Yes	No	Abstain
Nestore				X	
Wallace			X	Pg. 108-109 13-07780 13-07781 13-07782 13-07783 13-07779	
Chila	X		X		
Simmons		X	X		13-07224 13-07671 13-07673 13-08023
Barnes			X		13-07103 13-07546 13-07553 13-08020 13-07095
Taliaferro			X		
Damminger			X		

Comments: N/A

47845 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO COOPERATION AGREEMENT WITH THE TOWNSHIP OF FRANKLIN FOR ASSESSMENT SERVICES.

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

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO

DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER BARNES

47846 RESOLUTION AUTHORIZING A TWO (2) YEAR CONTRACT EXTENSION WITH SOUTH JERSEY OVERHEAD DOOR CO., INC. TO SEPTEMBER 18, 2015 IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER YEAR.

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

Comments: N/A

47847 RESOLUTION AUTHORIZING A CONTRACT WITH L.C. EQUIPMENT, LLC. FOR VARIOUS TRAFFIC SIGNING THROUGHOUT THE COUNTY FOR THE TOTAL AMOUNT OF \$125,550.00.

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

Comments: N/A

47848 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER INCREASE #03-FINAL WITH BUD CONCRETE, INC., IN THE AMOUNT OF \$3,516.00.

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

Comments: N/A

47849 RESOLUTION AUTHORIZING AWARD OF A CONTRACT WITH MID-ATLANTIC SALT, LLC FOR THE SUPPLY AND DELIVERY OF ROCK SALT FROM NOVEMBER 1, 2013 TO OCTOBER 31, 2014 FOR AN AMOUNT NOT TO EXCEED \$1,000,000.00.

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

Comments: N/A

47850 RESOLUTION AUTHORIZING EXTENSION OF A SPLIT BID CONTRACT FOR THE SUPPLY OF TRAFFIC SIGNAL PARTS AND COMPONENTS FROM AUGUST 8, 2013 TO AUGUST 7, 2014, WITH TRAFFIC PARTS, INC. IN AN AMOUNT NOT TO EXCEED \$11,928.25, GENERAL TRAFFIC EQUIPMENT CORP. IN AN AMOUNT NOT TO EXCEED \$62,195.00, AND SIGNAL CONTROL PRODUCTS, INC. IN AN AMOUNT NOT TO EXCEED \$631,987.50.

	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**

47851 RESOLUTION AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS IN ACCORDANCE WITH AN APPLICATION FOR RENEWAL OF A WIC GRANT FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2014 IN AN AMOUNT NOT TO EXCEED \$705,200.00.

	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**

47852 RESOLUTION AUTHORIZING A GRANT APPLICATION AND EXECUTION OF AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE SANDY HOMEOWNER/RENTER ASSISTANCE PROGRAM (SHARP) GRANT FOR AN AMOUNT NOT TO EXCEED \$100,000.00 FROM SEPTEMBER 1, 2013 TO SEPTEMBER 30, 2015.

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

Comments: N/A

47853 RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY PARTNERSHIP TO PREVENT CHILD SEXUAL ABUSE FOR THE ENOUGH ABUSE CAMPAIGN GRANT IN THE AMOUNT OF \$4,000.00 FROM NOVEMBER 1, 2013 TO OCTOBER 31, 2014.

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

Comments: N/A

47854 RESOLUTION ENDORSING THE YOUTH SERVICES COMMISSION 2014 COMPREHENSIVE PLAN UPDATE AND AUTHORIZING THE COUNTY TO APPLY TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR STATE/COMMUNITY PARTNERSHIP, FAMILY COURT AND JUVENILE ACCOUNTABILITY BLOCK GRANT FUNDS TOTALING \$557,899.00.

- State/Community Partnership Grant (\$272,080.00).
 - Family Court Grant (\$141,848.00).
 - Juvenile Accountability Block Grant (\$7,296.00)
- The Family Crisis Intervention Unit funding (\$136,675.00)

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

47855 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS NECESSARY ACCORDING TO THE APPLICATION FOR THE VICTIMS OF CRIME ACT (VOCA) GRANT IN THE AMOUNT OF \$176,091.00 WITH AN IN-KIND MATCH BY THE COUNTY OF \$44,023.00, FOR A TOTAL AMOUNT OF \$220,114.00, FROM JULY 7, 2013 TO JULY 6, 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

47856 RESOLUTION AUTHORIZING EXECUTION OF RENEWAL OF THE TITLE IV-D REIMBURSEMENT AGREEMENT WITH THE NEW JERSEY DIVISION OF FAMILY DEVELOPMENT FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2014 IN AN AMOUNT NOT TO EXCEED \$477,696.00.

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

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

47857 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF JOHN F. DORMANN AND KAREN E. DORMANN, LOCATED IN THE TOWNSHIP OF EAST GREENWICH, KNOWN AS BLOCK 102, LOT 7, CONSISTING OF APPROXIMATELY 16.98 ACRES, FOR THE AMOUNT OF \$152,820.00.

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

Comments: N/A

47858 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF BRIAN AND DOROTHY KARGMAN (FARM #1), LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 7102, LOTS 11 & 12, CONSISTING OF APPROXIMATELY 9.582 ACRES, FOR THE AMOUNT OF \$71,865.00.

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

Comments: N/A

47859 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF BRIAN AND DOROTHY KARGMAN (FARM #2), LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 7102, LOT 18, CONSISTING OF APPROXIMATELY 7.283 ACRES, FOR THE AMOUNT OF \$65,547.00.

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

Comments: N/A

47860 RESOLUTION AWARDING A CONTRACT TO TURF EQUIPMENT & SUPPLY CO., LLC FOR THE PURCHASE OF A 2013 TORO GROUNDMASTER 7210 MOWER IN THE AMOUNT OF \$21,997.29.

	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: Donna Kramer, Mantua Township, had concerns with Jessup Mill Road Bridge that is closed. She said one year to repair is not acceptable. Vince Voltaggio, County Engineer, gave a report on the repairs and reconstruction. Laura Depora, also commented on her concerns about the bridge and the time needed to repair.

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 8:31 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

Gloucester County

P1

Board of Chosen Freeholders Proclamation

Recognizing Carole McDonnell and Maggie's Law During Drowsy Driving Prevention Week, November 3-10, 2013

WHEREAS, on July 2, 1997, 20-year-old Maggie McDonnell tragically lost her life when a driver, who admitted to being sleep deprived for over 30 hours and had been using drugs, crossed three lanes of traffic and struck her car head-on; and

WHEREAS, on August 5, 2003, then Governor James E. McGreevey signed into law S1644, commonly referred to as Maggie's Law, which introduced New Jersey as the first state in our nation to amend its Vehicular Homicide statute, which now establishes that driving while fatigued is recklessness; and

WHEREAS, each November, the National Sleep Foundation declares one week as National Drowsy Driving Prevention Week in a campaign effort to educate drivers and provide public information to reduce the number of fatigue-related crashes; and

WHEREAS, the National Highway Traffic Safety Administration reports that falling asleep behind the wheel causes 100,000 motor vehicle crashes, 40,000 injuries and 1,500 fatalities each year; and

WHEREAS, Carole McDonnell, the mother of Maggie McDonnell has been a tireless advocate for Maggie's Law and has been a long time member of the Gloucester County Highway Safety Taskforce and has made our roadways safer.

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 honor and recognize the week of November 3-10, 2013, as Drowsy Driving Prevention Week.

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 2nd day of October, 2013.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST:
Robert N. DiLella, Clerk

**HONORING EAST GREENWICH LITTLE LEAGUE
2013 NJ STATE CHAMPIONS, SECTION 4 CHAMPIONS,
DISTRICT 15 CHAMPIONS – MAJOR LEAGUE DIVISION**

WHEREAS, it is the desire of the Board of Chosen Freeholders to pay special tribute to the East Greenwich Little League Team for their outstanding efforts during the 2013 season. These exceptional athletes have demonstrated the finest qualities of true champions in defeating Toms River East American twice during the state tournament in Wallington and advanced to the Mid-Atlantic Regional Tournament in Bristol, Connecticut; and

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to honor the East Greenwich Little League in winning the 2013 NJ State Champions, Section 4 Champions, District 4 Champions in the Major League Division. The team became the first Section 4 Champions to win a state title since 1991 and the first District 15 Champions in 51 years; and

WHEREAS, the members of the East Greenwich Little League team are Zachary Miller, Hunter Kelly, Shawn Dougherty, Jonathan Burlingame, Shawn Szeszowicki, Justin Costanzo, Austin Crothers, Zachery Brook, Caleb Richie, Ryan Mihlebach, Michael Mackley, Josh Crowding, and Ethan Gill-Karak. Team members were coached under the capable guidance of staff Jim Szeszowicki, Brett Kelly and Dennis Burlingame; 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 honor and congratulate the East Greenwich Little League Team for their outstanding performance during the 2013 season and commend the team and coaches for their exceptional efforts and competitive spirits as evidenced by their accomplishments.

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 2nd day of October, 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

AI

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

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2013 as follows:

- (1) The sum of **\$108,000.00**, which item is now available as a revenue from the New Jersey Department of Human Services Social Services for the Homeless Modification, to be appropriated under the caption of the New Jersey Department of Human Services Social Services for the Homeless Modification - *Other Expenses*;
- (2) The sum of **\$20,000.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety FY2012 Emergency Management Agency Assistance Grant Modification, to be appropriated under the caption of the New Jersey Department of Law and Public Safety FY2012 Emergency Management Agency Assistance Grant Modification - *Other Expenses*;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 2, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AD

RESOLUTION AUTHORIZING AN EXTENSION OF THE CONTRACT WITH TVS, INC., T/A TRI STATE FOOD AND BEVERAGE SERVICES FOR VENDING MACHINE SERVICE IN VARIOUS COUNTY BUILDINGS FROM OCTOBER 11, 2013 TO OCTOBER 10, 2015

WHEREAS, the **COUNTY OF GLOUCESTER** (the "County") adopted a Resolution on September 5, 2012 to contract with **TVS, INC., T/A TRI STATE FOOD AND BEVERAGE SERVICES**, (the "Vendor") with offices at 19 Elbo Lane, Mt. Laurel, NJ 08054, to provide vending machines and service in various buildings throughout the county as per **PD-12-026**; and

WHEREAS, the contract was executed on October 11, 2012 and provides that the County has the option to extend it for an additional two (2) year period, or two one (1) year periods; and

WHEREAS, the County Purchasing Director has recommended that the County exercise the option to extend the contract for an additional two (2) year period, extending the term of the contract through October 10, 2015; and

WHEREAS, the continuation of this contract beyond December 31, 2013 is conditioned upon approval of the 2014 Gloucester County Budget and thereafter beyond December 31, 2014 upon approval of the 2015 Gloucester County Budget; and

WHEREAS, all terms and provisions of the previously executed contract, with the exception of the extension of the term, shall continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester does hereby exercise its option to extend the contract term with TVS, Inc., T/A Tri State Food and Beverage Services for the furnishing of labor, materials, equipment and services required to provide and service vending machines in various county buildings for an additional two (2) year period from October 11, 2013 to October 10, 2015 with all other terms and provisions of the original contract continuing in full force and effect for the duration of the extension.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held October 2, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AR

PD 012-026 Bid Opening 8/10/2012 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR THE DELIVERY OF VENDING MACHINE SERVICE FOR VARIOUS COUNTY BUILDINGS		
VENDOR: TriState Vending Service 19 Elbo Lane Mt. Laurel, NJ 08054 Peter DiGilio - Pres. 856 235-1790 856 235-1791 fax		
ITEM DESCRIPTION	Commission Rate	
1 Commission Rate for All Items	33.9%	
Variations: (if any)	TriState Vending is proposing a minimum guaranteed commission in the amount of \$12,501.00. If the percentage rate exceeds \$12,501 the additional monies will be paid to the County	
Will you extend your prices to local government entities within the County	YES	
Bid specifications sent to:	K&R Vending Services Healthy Vending	Pinnacle Vending Prime Vendor
THIS IS A ONE YEAR CONTRACT WITH 1 TWO YEAR EXTENSION OR 2 ONE YEAR EXTENSIONS		
Based upon the bids received, I recommend TriState Vending Services be awarded the contract as the highest, responsible, responsive bidder.		
		Sincerely, Robert J. McErlane Assistant Purchasing Agent

B1

RESOLUTION AUTHORIZING A CONTRACT WITH DM MEDICAL BILLING TO PROVIDE THIRD-PARTY EMS BILLING SERVICES, IN AN AMOUNT NOT TO EXCEED \$186,000.00, FROM SEPTEMBER 18, 2013 TO SEPTEMBER 17, 2014

WHEREAS, the County of Gloucester (County) provides Emergency Medical Services (EMS) to area residents of Gloucester County and the County has recognized the need for third-party EMS billing services; and

WHEREAS, the County requested proposals, via RFP-13-044, 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 DM Medical Billing, with offices at 20 East Taunton Road, Suite 500, Berlin, New Jersey, 08009, made the most advantageous proposal; and

WHEREAS, compensation for the aforesaid services shall be in accordance with their proposal submitted, *i.e.*, to bill the County at the rate of 4.65% of the amount collected for EMS Services, in an amount not to exceed \$186,000.00; and

WHEREAS, the contract shall be for estimated units of service, on an as-needed basis, in an amount not to exceed \$186,000.00 from September 18, 2013 to September 17, 2014; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2013 is conditioned upon the approval of the 2014 Gloucester County Budget.

WHEREAS, a Certificate of Availability of Funds has not been issued at this time 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.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with DM Medical Billing for the provision of third-party billing services, for the period September 18, 2013 to September 17, 2014, in an amount not to exceed \$186,000.00.

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 purpose and identifying the line item of the County budget from which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on October 2, 2013 in Woodbury, New Jersey.



COUNTY OF GLOUCSTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

B

BASIS OF AWARD

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

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

RFP-13-044 - EMS Medical Billing – DM Medical Billing

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information <u>5</u> points All required documentation submitted	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Experience with Gloucester County payer mix, knowledgeable in unique NJ reimbursement issues (ALS/BLS Medicare fee split, patient direct pay by insurance carrier) <u>25</u> points	23
C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points Our current provider with good existing relationships with GCEMS destination hospitals, (collection of patient insurance data), experience with New Jersey's two-tiered ALS/BLS Medicare split including U-MH and Virtua	25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points good documentation of process; local to GCEMS, weekly meetings easily scheduled. Very knowledgeable staff to perform functions listed in the RFP.	23
E. Reasonableness of Cost Proposal <u>20</u> points 4.65 % of all cash collected which is a reduction from last year.	17
TOTALS	93

B1

**CONTRACT BETWEEN
DM MEDICAL BILLING
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 2nd 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 **DM MEDICAL BILLING** of 20 E. Taunton Road, Suite 500, Berlin, New Jersey hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of third party billing in regard to Emergency Medical Services (EMS) to provided by Gloucester County, as more particularly set forth in **RFP-13-044**; 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, the 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.** This Contract shall be effective for a period of one (1) year, from September 18, 2013 to September 17, 2014.
2. **COMPENSATION.** Contract shall be for estimated units of services, in an amount not to exceed \$186,000.00. Services shall be billed at the rate of 4.65%, pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase.

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 products shipped. 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 CONTRACTOR. The specific duties of the Vendor shall be in the County's RFP-13-044, and Vendor's responsive proposal, which are incorporated in their entirety by reference and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-13-044, 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 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 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 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 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 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. In the event the Principals of Vendor change during the term of the contract, the County, may consider such change to be a default/substantial modification and terminate this contract. The parties acknowledge that the County has relied upon the anticipated participation in the performance of the contract by the Principals who were a part of the Vendor at the time of the evaluation of the Vendor's proposal.

F. 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.

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

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

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the 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.

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

10. **INSURANCE.** 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 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.

11. **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.

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

13. **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.

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

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

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

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

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed

pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-13-044 issued by the County of Gloucester and Vendor's responsive proposal dated, which are incorporated in their entirety by reference and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-13-044, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-13-044 and Vendor's responsive proposal, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 2nd 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 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:

DM MEDICAL BILLING

By:
Title:

21

RESOLUTION RECOGNIZING NOVEMBER 30, 2013 AS "SHOP LOCAL SATURDAY" TO SUPPORT AND PROMOTE SMALL BUSINESS

WHEREAS, Small Business Saturday is a nationally recognized annual event which began in 2010 on the Saturday after Black Friday; and

WHEREAS, the Gloucester County Board of Chosen Freeholders recognizes the vital role small businesses play in our local economies and is authorizing the Department of Economic Development to begin marketing "Shop Local Saturday" which is our local version of the overwhelmingly successful national campaign; and

WHEREAS, the Department of Economic Development will work in cooperation with the South Jersey Times and local Chambers of Commerce to promote and market the "Shop Local Saturday"; and

WHEREAS, the Board of Chosen Freeholders see this as an occasion to strengthen opportunities for Gloucester County's small businesses by assisting them in registration and by encouraging residents to support this effort.

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

1. The Director and Clerk of the Board of Chosen Freeholders of the County of Gloucester are hereby declaring November 30, 2013 "Shop Local Saturday" and authorizing the campaign to support and promote the event.
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 October 2, 2013 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING A CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT, FOR THE TOTAL AMOUNT OF \$3,866,671.00 FROM JULY 1, 2013 TO JUNE 30, 2014

WHEREAS, the County of Gloucester ("County"), a designated workforce area, pursuant to the Workforce Investment Act of 1998 has a need to provide employment and training services to individuals in various disciplines; and

WHEREAS, the County has designated the Department of Economic Development, Division of Workforce Development as the One-Stop Operator, to deliver employment and training assistance through "Core, Intensive and Training" services; and

WHEREAS, applicable funds have been appropriated for this purpose; and

WHEREAS, the County has been designated as the Grant Recipient for the purposes "Core, Intensive and Training" services for the following estimated funds for the grant period July 1, 2013 to June 30, 2014:

WIA Adult	\$ 530,543
WIA Youth	\$ 595,183
WIA Dislocated Worker	\$ 787,469
Work First NJ	\$1, 914,476
Workforce Learning Link	\$ 39,000
Total	\$3,866,671

WHEREAS, the amount of **\$3,866,671.00** represents funds received from the State of New Jersey during PY' 2013, to be utilized by Gloucester County to enhance services to County residents; and

WHEREAS, the purpose of the Contract is to accept the aforesaid funds in accordance with the previously approved Workforce Investment Area Five-Year Plan; and

WHEREAS, the County of Gloucester-Department of Economic Development is cognizant of the conditions that are imposed by the carrying out of the Workforce Investment Act activities with Federal financial assistance.

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 hereby authorized to attest to the Contract and any other pertinent documents between the County and the New Jersey Department of Labor and Workforce Development from July 1, 2013 to June 30, 2014.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 2, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

CA

**New Jersey Department of Labor and Workforce Development
Workforce Development Area Contract**

WIB Area: Gloucester PY 2013 Funds Plan No.: ET-08-PY13
 DUNS No.: 957362247 Mod No.: _____

A. Grant Recipient: (Name & Address)
 County of Gloucester
 County Building Box 337
 Woodbury, New Jersey 08096
Chief Executive Officer: Robert M. Damming
Legal Entity Status: Public
Federal Employer ID No.: 21-6000-660

B. State Grantor/Department
 Harold J. Wirths, Commissioner
 New Jersey Department of Labor and Workforce Development
 PO Box 055, Trenton, NJ 08625-0055
Contact Person & Telephone No.:
 Jeff Flatley, Director 609-984-2477
 Division of Workforce Portfolio and Contract Management

C. Local Area Operating Entity:
 Gloucester County Economic Devel
 115 Budd Boulevard
 West Deptford, New Jersey 08096
Contact: Lisa Morina, Director
Tel. No.: 856-384-6934

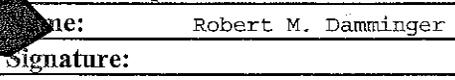
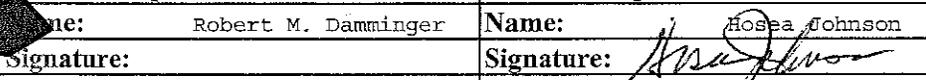
WorkFirst NJ Operating Entity:
 Same
Contact: Lisa Morina, Director
Tel. No.: 856-384-6934

D. Funding Levels by Source:	
<u>WIA / FEDERAL FUNDS:</u>	<u>STATE FUNDS:</u>
Adult: 530,543	WorkFirst NJ: 1,914,476
Youth: 595,183	WIB Admin: 0
Dislocated Worker: 787,469	WLL: 39,000
Add'l Federal Funds: 0	SmartSTEPS: 0
Add'l Federal Funds: 0	Bus. Development: 0
Add'l Federal Funds: 0	WDP - DW: 0
Add'l Federal Funds: 0	Add'l State Funds: 0
Add'l Federal Funds: 0	
Federal TOTAL: \$1,913,195	
State TOTAL: \$1,953,476	
Contract TOTAL: \$3,866,671	

The contract period for these funds is July 1, 2013 to June 30, 2014.

Grantor/Department and Grant Recipient's Agreement Signatures

The Grant Recipient and Workforce Investment Board agree to provide employment and training services in accordance with all the provisions of their approved Plan and the attached Assurances, Certifications and General Provisions. If this Contract, including the Assurances, Certifications and General Provisions, annexed hereto, correctly sets forth your understanding of your approved Plan, please indicate your organization's approval by having this signed by the Chief Executive Officer of the organization and returned to the Grantor.

Accepted & Agreed by the Grant Recipient	Accepted & Agreed by the WIB Chairperson	Accepted & Agreed by Grantor/Department
Name: Robert M. Damming	Name: Hosea Johnson	Name: Harold J. Wirths
Signature: 	Signature: 	Signature:
Title: Freeholder Director	Title: WIB Chairperson	Title: Commissioner
Date:	Date:	Date:

Standard Assurances and Certifications

ASSURANCES AND CERTIFICATIONS

The Department of Labor and Workforce Development (LWD) will not award a grant where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the grantee hereby certifies and assures that it will fully comply with the following:

- 1) Assurances Non Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37)

By signing the agreement the grantee is providing the above assurances and certifications as detailed below:

1) ASSURANCES NON CONSTRUCTION PROGRAMS

NOTE: Certain assurances may not be applicable to your project or program. If you have questions, please contact the grantor agency.

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

- A) 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 costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the LWD, 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 principles or agency directives or the LWD directives.
- C) 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.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval from the LWD.
- E) 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 the Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) 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, 42 U.S.C. 2000d, et seq. (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, 21 U.S.C. 1101, et seq. (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, 21 U.S.C. 801, et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), 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.

- G) 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, 42 U.S.C. 4601, et seq. (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.
- H) Will comply with the 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.
- I) 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.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, et seq. (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.
- K) 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, 42 U.S.C. 4321, et seq. (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 flood plains 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 (Clear Air) implementation plans under section 176(c) of the Clear 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, 42 U.S.C. 300f, et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq. (P.L. 93-205).
- L) 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.
- M) 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.).
- N) 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.
- O) 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.
- P) 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.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and the Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments and Nonprofit Organizations.
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
- S) Will comply with the Federal Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the LWD as a condition of receiving a federal grant or award.

2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by EO 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, sections 85.105 and 85.110.

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency or the state of New Jersey.
- B) Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and have not within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant or contract.

3) CERTIFICATION REGARDING LOBBYING

As required by 31 U.S.C 1352 and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, sections 82.105 and 82.110 that applicant certifies that:

The undersigned (i.e., grantee signatory) certifies, to the best of his or her 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 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 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. 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 31 U.S.C 1352. 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.

4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, sections 85.605 and 85.610.

The grantee 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 ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4) 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:
 - 1) Abide by the terms of the statement; and
 - 2) 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 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 of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. 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:
 - 1) 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
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved 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.

5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the LWD, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities (businesses) to provide *reasonable accommodation* to persons with disabilities.

6) LIABILITY

This agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the availability of appropriations.

The state of New Jersey does not carry any public liability insurance, but the liability of the state of tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The act also creates a special self-insurance fund and provides for payment of claims against the state of New Jersey or against its employees for tort claims arising out of the performance of their duties for which the state is obligated to indemnify.

The contractor/grantee shall defend, protect, hold harmless and indemnify the LWD from all liabilities arising out of a contract/grant matter, which the contractor/grantee or its subcontractors has been negligent.

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, ZIP code)

Gloucester County Department of Economic Development
115 Budd Boulevard
West Deptford, New Jersey 08096

Gloucester County/Thorofare One Stop Career Center
215 Crown Point Road
Thorofare, New Jersey 08086

Check () if there are workplaces on file that are not identified.

The following are hereby designated:

1. Fiscal agent (as defined by the Workforce Investment Act at sections 117 and 118 and in related regulations at 661.350 (a)):
**County of Gloucester
County Court House
PO Box 337
Woodbury, New Jersey 08096**

2. One-Stop Operator (as defined by the Workforce Investment Act at sections 101, 117 and 121 and in related regulations at 662.410):
**Daniel Angelucci, One Stop Operator
Gloucester County One Stop Career Center
215 Crown Point Road
Thorofare, New Jersey 08086**

3. Workforce point of contact (as designated by the signee to be the contact point for the state of New Jersey for purpose of communication):
**Thomas Bianco, Director
Workforce Investment Board
115 Budd Boulevard
West Deptford, New Jersey 08096**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. I further certify that as the duly authorized representative, I retain the authority to accept funds and participate in the related programs with the agreement of the jurisdiction. The information provided below and the information provided herein, accurately reflect the desires and wishes regarding the use of these funds within this jurisdiction consistent with the requirements of the

funding sources and our intent. Further, with my affixed signature, our jurisdiction agrees to follow and be responsive to the rules, laws, policies and plans developed by the federal and state governments related to the funds included in this agreement and require all subgrantees under this agreement to agree to same.

Printed Name and Title: Robert M. Damminger
Freeholder Director

Signature 

Date

General Provisions

DEFINITIONS

For the purpose of this document, the following definitions apply:

- Grantor is defined as the New Jersey Department of Labor and Workforce Development which is also referred to as the LWD.
- Contractor/Grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from the LWD.
- Subcontractor/Subgrantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from a contractor/grantee.
- Program exit is defined as a participant having either been designated by the local area as such or who has not received a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.
- Number served is those participants who are registered and receiving services.
- Definitions for financial terms below are derived from the **One-Stop Comprehensive Financial Management Technical Assistance Guide**. This document may be found on the Internet at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf. The financial definitions below shall be those used in review and audit of related processes and systems. Local area records must conform with the definitions of the following terms from that document:
 - Obligations are defined as the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee.
 - Expenditures/outlays are defined as charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the new increase(or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subgrantees, subcontractors and other payees and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims and other benefit programs. Quarterly reports shall be prepared on the accrual basis.
 - Administration is defined as the allocable portion of the costs for support services and not related to the **direct provision of workforce investment services, including services to participants and employers**. Administrative functions are specified to include the following:
 - General administrative functions such as accounting, financial and cash management, procurement, property management, personnel management and payroll
 - Audit functions and those duties associated with coordinating the resolution of findings originating from audits, monitoring, incident reports or other investigations
 - General legal services
 - Goods and services used for administrative functions
 - Developing systems, including information systems, related to administrative functions

- The cost of awards made to subrecipient or vendor organizations for administrative services of the awarding agency (e.g., payroll service for staff or clients)

Administrative costs are accumulated and reported only by state and local boards, direct recipients (i.e., the state or Title ID grantee), the local grant recipient or subrecipient, the fiscal agent for a local area and the One-Stop Career Center Operator. If the local area makes an award to a vendor for an administrative function such as developing a procurement system, then the vendor costs are classified as administrative. With the exception of the aforementioned type of administrative contract, all awards to vendors and subrecipients are considered program costs and would be reported in the program cost category.

- Accrued expenditures are defined as the charges incurred by the grantee during a given period requiring the provision of funds for (1) goods and other tangible property received; (2) services performed by employees, contractors, subgrantees, subcontractors and other payees; and (3) other amounts becoming owed (by the grantee) under programs for which no current services or performance are required, such as annuities, insurance claims and other benefits.

The LWD retains the right to examine all costs to determine appropriateness of the charge to a category. The contractor/grantee is responsible for ensuring that all efforts are made to ensure that administrative costs are kept to a minimum not to exceed the limits established by federal law, rules or policies.

1) SPECIAL GRANT CONDITIONS FOR HIGH RISK GRANTEES

A) A grantee may be considered high risk if the LWD determines that a grantee:

- 1) Has a history of unsatisfactory performance;
- 2) Is not financially stable;
- 3) Has a financial management system which does not meet the standards set forth in section 2;
- 4) Has not conformed to terms and conditions of previous awards;
- 5) Is otherwise not responsible; and
- 6) The LWD determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B) Special conditions or restrictions may include:

- 1) Payment on a reimbursement basis;
- 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
- 3) Requiring additional, more detailed financial reports;
- 4) Additional project monitoring;
- 5) Requiring the grantee to obtain technical or management assistance; and
- 6) Establishing additional prior approvals.

C) If the LWD decides to impose such conditions, the LWD will notify the grantee as soon as possible, in writing, of:

- 1) The nature of the special conditions/restrictions;
- 2) The reason(s) for imposing the special conditions;
- 3) The corrective actions that must be taken before the special conditions will be removed by the LWD and the time allowed for completing the corrective actions; and
- 4) The method of requesting reconsideration of the conditions/restrictions imposed.

2) FINANCIAL MANAGEMENT SYSTEM

A) The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the LWD when the grantee cannot comply with the requirements established in this section of the grant.

B) The grantee's financial management system shall provide for:

1) Financial Reporting:

Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant and such format is to be on an accrual basis unless otherwise approved by the LWD;

2) Accounting Records:

Records that adequately identify the source and application of funds for LWD-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;

3) Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;

4) Budget Control:

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the LWD;

5) Allowable Cost:

Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the provisions of federal and state requirements;

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

Procedures to minimize the time elapsing between the advance of funds from the LWD and the disbursement by the grantee, whenever funds are advanced by the LWD.

- C) The LWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- D) The LWD may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the LWD determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the LWD upon written notice to the grantee, until such time as the system meets with the LWD approval.
- E) The LWD requires that the grantee/contractor develop/maintain a documented financial management system that is committed to a document and conforms to applicable federal, state laws and generally accepted accounting principles.
- F) The grantee/contractor shall develop/maintain a cost allocation/resource sharing plan regarding the resources developed to the One-Stop Career Center consistent with requirements set forth in appropriate laws, regulations and the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

3) ALLOWABLE COSTS

Funds expended in this project shall be those as stated in the agreement for the purposes and functions outlined, unless changed by an approved modification. The contractor/grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract/grant period or during an approved extension agreed upon by the contractor/grantee and the LWD, and only in the amount specified in the agreement. All obligations shall be liquidated within three months of the completion of the contract period or an approved extension.

It is the intent of the state that all funds be used in a unified and integrated manner in order to provide seamless service delivery, and not to create duplication and multiple administrative entities within the same organization.

No funds under this contract may be used for purposes other than employment and ToWork related activities. These funds may not be used to supplement nor supplant services funded through other efforts. These funds cannot be used to duplicate services and staff being funded under other efforts.

No funding under this agreement can be used to provide for bonuses or other payments above and beyond legitimate wages, salaries or any other form of compensation.

Should any funds under this agreement be used for the purpose of satisfying any contractor/grantee or subcontractor pooled costs (i.e., indirect costs or general and administrative), it is the sole responsibility of the contractor/grantee to provide documentation substantiating such cost. The LWD retains the right to question this or any other costs charged to this grant or contract.

All data pertaining to clients served under this agreement must be included in America's One-Stop Operating System (AOSOS). Costs related to clients not registered and/or reported in AOSOS may be disallowed.

Upon completion of training, participants should be referred to placement services, either through the training provider or the One-Stop Career Center. Participants may be enrolled into appropriate funded services, such as Job Seeking/Changing Skills or Job Search Workshop to aid the participant in securing employment, or receive activities such as referrals to job orders or job order development. Once a participant has not received any funded services or staff assisted activity for 90 consecutive calendar days and is not scheduled for future services, a soft exit will occur in AOSOS.

Contractors/Grantees who are government, educational or nonprofit organizations must comply with federal cost principles as established in OMB Circulars A-87, A-21 or A-122. These circulars establish government wide cost principles, including a requirement that salaries and wages charged to this contract be supported by personnel activity reports.

The LWD does not provide funding that should be intended as working capital. Funds received are for the sole intent of the contracted program. Funds from any agreement must be used in the manner agreed upon within the agreement. Any changes in intent or use must be approved by the LWD.

Interest earned from any funds included in this agreement must be used consistent with the agreement and with the applicable laws, rules and policies associated with the funding source which resulted in the interest. Further, any interest earned must be reported consistent with program income.

Each contractor/grantee shall have a written policy regarding the subject of leave accounting. Such policies must be consistent with policies of the grant recipient and must be available for the LWD to review. The LWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The LWD retains the right to determine whether costs/rates within this category are excessive.

Each contractor/grantee shall have a written policy regarding severance pay. Such policies must be consistent with policies of the grant recipient and must be available for review by the LWD. The LWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The LWD retains the right to determine whether costs/rates within this category are excessive.

Each contractor/grantee shall establish a written policy to address the provision of personnel benefits paid, incurred or purchased under this agreement. Costs associated with personnel benefits should be consistent with the developed policy and should apply to the contractor/grantee and its subgrantees where appropriate. The LWD retains the right to determine whether costs/rates within this category are excessive.

Contractors/Grantees must ensure that costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a de minimis amount. Each contractor/grantee must establish written policies consistent with that of the grant recipient. The LWD retains the right to assess such policy for their potential impact on service provision and require changes to ensure such activities may not be impacted by local policies. Each

contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The LWD retains the right to determine whether costs/rates within this category are excessive.

Funds used under this grant must be used for the benefit of the program and its clients. Contractors/Grantees may not use resources from this agreement to benefit the results of non-applicable programs, the application for grants under non-applicable programs, nor employment under non-applicable programs. Contractors/Grantees using funds in such manner may have these costs disallowed. Contractors/Grantees shall establish policies on a local level to ensure that, where appropriate, similar requirements apply.

No wages under this agreement, whether for full time or part time work, may exceed the federally imposed limit as set forth in Public Law 109-234 and/or any limits established through applicable law, regulation or order by the state of New Jersey. This establishes a cap for not only annual wages, but should be pro-rated to ensure that hourly, weekly, monthly or any wages either wholly or partially funded under this agreement do not exceed the allowed amount on that basis either. Any costs above the total or pro-rated amount may be the basis for a disallowed cost for the entirety of the amount, not just any excessive amount. Each contractor/grantee has the responsibility to ensure that no subgrantees violate this cap and that any violation on that basis is similarly disallowed.

The LWD reserves the right to cap and deny any requests associated with pooled costs (i.e., indirect or general and administrative). It is incumbent upon the contractor/grantee to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. Funding of the budgeted amount of the pooled costs in this grant/contract does not imply approval by the LWD of the amount or method of calculation.

4) MATCHING AND COST SHARING

The grantee shall be required to account to the satisfaction of the LWD for matching and cost sharing requirements of the grant in accordance with federal and state requirements.

5) PROGRAM INCOME

Program income shall be defined as gross income earned by the grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights.

- A) If a grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II-7-3 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- B) Unless the grant provides otherwise, the grantee shall have no obligation to the LWD with respect to royalties received as a result of copyrights or patents produced under the grant.
- C) All other program income earned during the grant period shall be retained by the grantee and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

6) PRICE WARRANTY

Contractor/grantee warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. Contractor/grantee extends the same terms and conditions as extended to its most favored customers and final price includes all common reductions for discounts, rebates or other incentives. All goods procured under this contract shall be name brand, first quality, new parts, unless otherwise specified.

7) PAYMENT METHOD

- A) Payments to the contractor/grantee or on behalf of the contractor/grantee shall be issued only after the agreement has been signed and agreed to by both parties. The contractor/grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the agreement. Upon receipt of the requisite financial and narrative reports and other forms or reports required by the grantor and upon appropriate certification by the chief financial officer of the LWD or his/her designee, the grantor will pay the contractor/grantee the contracted amount.

- B) The following is required to be submitted in a form satisfactory to the LWD. At its discretion, the LWD may request additional reports.

Payment Voucher (Form PV 6/93) or similar form approved by the LWD – This form will be submitted to the LWD, with supporting documentation that the contracted services are operational and will continue to be for the length specified in the agreement.

8) REPORTING REQUIREMENTS

Contractor/Grantee agrees to provide all reports specified in this agreement within the established timeframe and to the satisfaction of the LWD. All records must be current and reflective of actual events to ensure that reports may be timely and provide an actual depiction of ongoing activities. Contractors/Grantees are responsible for ensuring that reports are based upon current data.

9) MONITORING, EVALUATION AND AUDIT

- A) The contractor/grantee agrees to cooperate with any monitoring, evaluation and/or audit conducted by the grantor or their designees and authorized agents.
- B) The contractor/grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that subcontractors/subgrantees also maintain records in the same manner. The contractor/grantee is responsible for any disallowed costs as determined by the LWD including those of its subcontractors.
- C) Contractors/grantees who are governmental or nonprofit organizations and receive over \$500,000 in either state or federal funds agree to have an audit conducted which meets the requirements of the Single Audit Act (31 U.S.C. 75), and federal OMB Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*. Audits must also conform with the New Jersey OMB Circular Letter 04-04 *Single Audit Policy For Recipients of Federal Grants, State Grants and State Aid*.

Government and nonprofit organizations receiving more than \$100,000 in combination of state and federal funds agree to have a financial audit in accordance with Government Auditing Standards (Yellow Book Standards).

- 1) To meet these requirements, the contractor/grantee's audit reports must include the auditor opinion on the contractor/grantee's compliance with the material terms and conditions of state grant agreements, state aid programs and applicable laws and regulations.
 - 2) Contractor/grantee audit reports must contain a supplemental schedule of the entity's state grant and state aid financial assistance programs. This schedule must show for each program:
 - State Grantor Organization;
 - Program Title;
 - State Account Number;
 - Program Account; and
 - Total Disbursements.
- D) Contractors/grantees who are for-profit companies and receive \$100,000 in either state or federal funds agree to have an independent audit which includes one of the following:

A grant specific audit in accordance with Government Auditing Standards (Yellow Book Standards); or, a financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions; or, a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract; review of the training records which substantiate training was completed in accordance with the contracts.

The LWD's chief financial officer reserves the right to accept alternate assurances of contractor/grantee compliance in the event an independent audit cannot be provided.

- E) The LWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of the LWD.

- F) Contractors/grantees agree to provide full access to their books and records and to any audit or review of financial and compliance requirements of the LWD.
- G) The LWD reserves the right to require plans for audit resolution. The LWD further retains the right to implement steps toward such resolution should the contractor/grantee fail to be responsive and a need to institute collection is warranted. Such action on the part of the LWD shall include prior notice and include opportunity for appeal.
- H) Contractors/grantees agree to require that all subgrantees whose receipt of funds under this agreement meet or exceed levels, regardless of whether it be through a single or multiple agreements, required for contractor/grantee independent audit, shall provide an independent audit consistent with the requirements established herein for the contractor/grantee.
- I) Contractor/grantee agrees to monitor its subgrantees. Such monitoring shall include review of program, financial and performance for all efforts. Entities receiving awards of \$50,000 a year, whether through one or multiple agreements, must be monitored annually. A schedule for all monitoring shall be developed and available upon request. Monitoring tools shall be used and a record of such efforts must be retained. In any event of a monitoring finding or recommendation, the contractor/grantee is responsible for communicating such to the applicable body in a timely manner and require, document and follow-up on related actions.
- J) The contractor/grantee must maintain records in support of the cost allocation/resource sharing plan discussed under section 2. These records must be auditable and consistent with the plan.

10) COMPLAINTS, GRIEVANCES AND APPEALS

All contractors/grantees must promulgate a written policy regarding complaints, grievances and appeals. The process must be written in a manner that is clear and understandable. The information must be provided to all customers, communicated in a manner in which they may understand, be consistent with, at a minimum all federal and state requirements, offer the opportunity for appeal and establish reasonable timeframes for response. All contractors/grantees must also establish for all complaints regarding potential, claimed or actual violations of the Equal Employment Opportunity regulations. These too must minimally satisfy federal and state requirements. As appropriate, documentation regarding these efforts must also designate the appropriate person designated to consider these matters.

11) RECORDS

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the contractor/grantee in connection with the project are the property of the LWD. Such material will be delivered to the LWD upon request.

Retention – The contractor/grantee agrees to maintain all records pertinent to all grants, contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of seven years from the date of the final expenditure or final program report, whichever is the latest. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The contractor/grantee agrees to insure that subgrantees retain records in accordance with these requirements. In the event of the termination of the relationship between contractor/grantee and subgrantees, the contractor/grantee shall be responsible for the maintenance and retention of the records of any subgrantees unable to retain them.

Access – The grantor may investigate any matter it deems necessary to determine compliance with state or federal policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), interviewing employees and entering any premises or onto any site in which any part of a program of the contractor/grantee is conducted or in which any of the records of the contractor/grantee are kept.

Additionally, all parties must comply with laws, regulations and policies regarding New Jersey Public Records Law.

The contractor/grantee understands that all records must be current and reflective of actual and timely information. Purposeful provision of inaccurate, untimely or manipulated data may be cause for further action.

12) PROCUREMENT STANDARDS

Procurement of supplies, equipment and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state and local requirements.

Adherence to the standards contained in the applicable federal, state and local laws and regulations does not relieve the grantee of the contractual responsibilities arising under its procurements. The grantee is the responsible authority, without recourse to the LWD, regarding the settlement and satisfaction of all contractual and administrative issues and claims arising out of procurement entered in support of a grant.

The contractor/grantee shall maintain a written procurement document that satisfies all federal/state requirements and ensures competition where appropriate, utilizes past performance as a determinant of future use, requires cost/price analysis of acquisition and develops an oversight system for the process. Any/all procurement documentation must require and include specific language regarding the avoidance of conflict of interest in any procurement process and document any steps to be taken to ensure that such steps have been taken.

The contractor/grantee shall not be allowed to use procurement rules as a tool toward procurement pass-through. Contractor/grantee shall not be allowed to enter into an agreement whose sole or primary purpose is to obfuscate the desire and intent of procurement standards as set forth by this agreement and applicable federal and state requirements.

13) PROPERTY

The contractor/grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any contractor or subcontractor receiving payments on behalf of the contractor/grantee. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the contractor/grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 11-19, <http://www.state.nj.us/infobank/circular/cir1119b.pdf>, and the contractor/grantee shall follow those procedures. The contractor/grantee agrees to provide the same security and safekeeping measures for property paid for under this contract as the contractor/grantee provides for the same or similar property owned by the contractor/grantee. The contractor/grantee agrees to impose similar conditions upon any contractor or subcontractor engaged to provide services under this contract.

14) TRAVEL AND CONFERENCES

Conferences or seminars conducted by the contractor/grantee shall be held at the contractor/grantee's facilities or at public facilities whenever possible.

15) SUBCONTRACTING

Contractor/grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the contractor/grantee would apply to any subcontractors or third parties hired by the contractor/grantee. It is the responsibility of the contractor/grantee to have appropriate agreements in place, in a timely manner, for all subcontracts/agreements. All such agreements should be consistent with the requirements of this document.

16) MODIFICATIONS

Modification to the agreement will be made in accordance with procedures prescribed by the grantor effective at the time of submission of the modification.

- A) The contractor/grantee agrees to submit a written modification and receive approval from the LWD prior to changing any budget line item contained in this agreement.
- B) The grantor and contractor/grantee agree to make any changes to this agreement only through a written modification.
- C) All modifications to this agreement will be appended to and become part of this contract.

17) DISPUTES

The contractor/grantee agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiations in lieu of litigation. The contractor/grantee assures continued performance of this agreement while any dispute is pending.

Any dispute arising under this grant or agreement, which is not settled by informal means, shall be decided by the grantor, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor/grantee. The contractor/grantee shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the contractor/grantee shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. The grantor and contractor/grantee preserves all rights in law and equity to pursue any claims that may arise.

This agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Jersey.

18) SEVERABILITY

If any one or more provisions of the agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this agreement shall be construed as if such unlawful provisions had not been contained herein.

19) TERMINATION

- A) Termination for Convenience – The grantor or contractor/grantee may request a termination for any reason. The grantor or contractor/grantee shall give 30 days advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The contractor/grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – The grantor may terminate this agreement when it has determined that the contractor/grantee has failed to provide the services specified, or complied with any of the provisions contained in this contract or approved application, or otherwise breached the terms of this agreement. If the contractor/grantee fails to perform in whole or in part under this agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this agreement, the grantor will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The contractor/grantee has 10 working days in which to respond with a plan agreeable to the grantor for correction of the deficiencies. If the contractor/grantee does not respond within the appointed time with corrective plans satisfactory to the grantor, the grantor will serve a termination notice on the contractor/grantee which will become effective within 10 days after receipt. In the event of such termination, the grantor shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this agreement.
- C) Termination or Reduction of Funds
 - 1) The contractor/grantee agrees that major changes to this contract, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The contractor/grantee agrees that any such changes deemed necessary by the LWD shall be immediately incorporated into this grant.
 - 2) Future payments under this agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be requested by the grantor.

20) CONTRACT CLOSEOUT

- A) The following definitions shall apply for the purpose of this section:
 - 1) Contract Closeout – The closeout of a contract is the process by which the grantor determines that all applicable administrative actions and all required work of the contract have been completed by the contractor/grantee.
 - 2) Date of Completion – The date by which all activities under the contract are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.

- B) The contractor/grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by the grantor, after completion of the contract period or termination of the contract. Closeout forms will be supplied by the grantor.
- C) The contractor/grantee will, together with the submission of the closeout package, return to the grantor any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by the grantor to be retained.
- D) Within the limits of the contract amount, the grantor may make a settlement for any upward or downward adjustments of costs after the final reports are received.
- E) The contractor/grantee is responsible for those costs found to be disallowed, including those of any contractor or subcontractor paid from funds under this grant or contract, and the grantor retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the contract.
- F) The contractor/grantee shall account for any property received from the grantor or acquired with funds under this grant, including any property received or acquired by a contractor or subcontractor under this grant.
- G) The contractor/grantee shall forward closeout package to the grantor within 60 days of the closeout.

21) PERFORMANCE

The contractor/grantee assures performance will be in accordance with, and within the period of, this agreement and will immediately report any conditions that may adversely affect performance to the LWD as soon as they become known. Grantee agrees to meet negotiated program performance levels as a condition of future funding and to any program requirements stated in the Notices of Obligation that granted operational authority for the funds contained in this contract. Any fraud or suspected fraud involving granted funds must be reported to the grantor with 48 hours of its discovery. The contractor/grantee shall establish and document a process to ensure that the results of programs and services provided with funds provided by this agreement and overseen and reviewed to ensure that these resources are maximized for effectiveness and results in addition to any specific program requirements as established by law, regulation or policy. The contractor/grantee shall ensure that such process includes a determination of effectiveness and that such findings, minimally on an annual basis, are committed to writing and shared with the LWD. The contractor/grantee acknowledges that the LWD has the right and responsibility to take action and potentially sanction any area that fails to attain satisfactory performance consistent with the rules overseeing any of the funds under this agreement.

22) CONFLICTS OF INTEREST

The contractor/grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities in the form of entertainment, gifts or otherwise offered by the contractor/grantee, its agent or representative to any office or employee of the LWD with a view toward securing this contract or securing favorable treatment with respect to the awarding, amending or the making of any determination will render the contract voidable at the option of the LWD, and may justify further action under applicable state laws. The contractor/grantee agrees that it shall ensure that all steps are taken to avoid actual or potential conflicts of interest in their efforts under this agreement. The contractor/grantee must guarantee and monitor its system to ensure that all staff, officers, board or staff members touched by resources under this agreement are not in conflict. The contractor/grantee shall develop/maintain a written code of conduct which provides specific requirements and processes to ensure that that anyone, including staff and board members, shall not be in conflict and indicate the steps the contractor/grantee will take to avoid the potential of conflict.

23) OPEN GOVERNMENT PRACTICES

The contractor/grantee shall ensure that any activity funded in whole or part of this agreement meets the highest of ethical standards and shall not violate applicable federal, state or local rules regarding any of the following subjects:

- Patronage
- Political Activities
- Hatch Act
- Sectarian Activities

- Maintenance of Effort/Supplanting
- Open Public Meeting

Written policies regarding the contractor/grantee shall be documented, maintained and available for review. Contractor/grantee should also require that subgrantees establish, document and maintain such policies as appropriate.

24) BONDING AND INSURANCE

The contractor/grantee shall ensure that every officer, director or employee who is authorized to act on behalf of the contractor/grantee for the purpose of receiving funds into program accounts or issuing financial documents, checks or other instruments of payment is bonded to provide protection against loss.

25) AVAILABILITY OF FUNDS

The recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement is expressly dependent upon the availability to the LWD of funds appropriated by the state Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of the LWD to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by the LWD or an event of default under the agreement and the LWD shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the LWD beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by the LWD to expend funds beyond the termination date set in the grant agreement.

Grant Specific Provisions

Please use this space to define the role, responsibilities of the following entities consistent with the Workforce Investment Act, the local workforce investment plan and the Workforce Investment Board/local elected officials Memorandum of Understanding:

Grant recipient:

The County of Gloucester is the recipient of the Workforce Investment Act funds and all other state funds dedicated to employment and training services of the residents of Gloucester County. The County has designated the Gloucester County Department of Economic Development to be the department to serve the intended recipients of these dollars.

Fiscal agent:

The County of Gloucester is the fiscal agent for all employment and training related funds. The County Treasurer ensures that all funds are expended appropriately and in a timely fashion.

Workforce Investment Board:

The Board is appointed by the Gloucester County Board of Chosen Freeholders in accordance with federal and state guidelines. The Board conducts oversight of the One Stop system, youth activities and employment and training activities under Title I of WIA. This is done in partnership with the Board of Chosen Freeholders. Activities including, but not limited to changes in services, budget allocations, establishing employer linkages, educational and employment related activities and youth services are discussed by the appropriate WIB committees. The committee chairs then offer proposals to the WIB Executive Committee for approval. These approved proposals are then recommended to the Freeholder Board. The County Board of Chosen Freeholders will make the final decision regarding any changes.

One-Stop Operator:

The One Stop Operator is Daniel Angelucci, who reports to the Director of the Gloucester County Department of Economic Development. The One Stop Operator assures that services of the workforce readiness system are delivered to county residents in an effective and efficient manner.

The Gloucester County Department of Economic Development includes the staff to the Workforce Investment Board, the Division of Workforce Development, which is the division that directly serves those customers in need of employment and training services, the Division of Business Development and Tourism, and the Division of Community Development Block Grant. All the divisions are mutually dependent upon each other and have a direct impact on the county's quality of life and economic condition.

The LWD will provide the contractor/grantee a template to submit a line item budget which indicates the projected use for all funds included in this agreement, which is due to the LWD by October 31st of the respective program year. Unexpended funds that are expected to be available from previous agreements, which constitute carry-in, shall also be included in the budget. Such budget must indicate for each line item, the intended amount dedicated to the effort and indicate the various grant sources intended to pay for that function as part of cost allocation. Modifications are expected as funding and program priorities may change. It is the responsibility of the contractor/grantee to update the budget in a timely manner to reflect any such changes. Such budget must account for all dollars provided under this agreement and carry-in funds. The document must clearly indicate those new dollars reflected in any Notice of Obligation. All budgets shall clearly identify staff costs and indicate whether the cost constitutes an administrative or program cost. Accompanying the budget must be a staff roster which includes a listing of all positions that are a part of the budget and being funded, in whole or in part, with funds provided by this agreement. For each staff position, it should be clearly indicated the grant(s) which are funding the staff position, whether the position is charged against program or administrative costs and whether the position has direct customer contact with either client or employer customers. The budget document must include a cover letter indicating agreement on such budget with the signature of the lead elected official and the chair of the Workforce Investment Board. Also required is a statement of accomplishment for the previous year, acknowledgement of the previous year's performance, steps to be taken to ensure failure does not continue with risk of potential sanction and anticipated steps for continuous improvement undertaken by the entities funded by the agreement.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above general provisions.

**Printed Name and Title: : Robert M. Damminger
Freeholder Director**

Signature

Date

C3
Revised

RESOLUTION AUTHORIZING A CONTRACT WITH BUD CONCRETE, INC. FOR THE MISCELLANEOUS CONCRETE REPLACEMENT AND PEDESTRIAN FACILITIES UPGRADE PROJECT FOR VARIOUS LOCATIONS THROUGHOUT THE COUNTY FOR THE TOTAL AMOUNT OF \$168,000.00

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 "The Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Public Works Project #13-15 (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on September 06, 2013; and

WHEREAS, after following proper public bidding procedure, it was determined that Bud Concrete, Inc. (hereinafter "Bud"), with an office address of 133 Sewell Road, Sewell, NJ 08080, 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 \$168,000.00; and

WHEREAS, the County's Purchasing and Public Works Departments recommend award of a contract to Bud Concrete, Inc. 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 \$168,000.00, pursuant to C.A.F. #13-08186, which amount shall be charged against budget line item C-04-13-012-290-12214.

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 Bud for the Project in the amount of ONE HUNDRED SIXTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$168,000.00), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 02, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

13

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
BUD CONCRETE, INC.**

THIS CONTRACT is made effective this 2nd day of **October 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **Bud Concrete, Inc.**, a New Jersey Corporation, with offices at 133 Sewell Road, Sewell, NJ 08080, 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 "The Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Public Works Project #13-15 (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 **\$168,000.00** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **13-15** (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 2nd 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 and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

BUD CONCRETE, INC.

By: _____

(Please Print Name)

C3

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

Certificate of Availability of Funds

TREASURER'S NO. 13-08186

DATE September 11, 2013

C-04-13-012-290-12214

(\$168,000.00)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$168,000.00 COUNTY COUNSEL Matthew P. Lyons, Esq.

DESCRIPTION: The Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester, Public Works Project #13-15

VENDOR: Bud Concrete, Inc.

ADDRESS: 133 Sewell Road

Sewell, NJ 08080

Joseph M. D'Alessandro
DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]

PURCHASING AGENT

RETURNED TO DEPARTMENT SUPERVISOR
NOT APPROVED

DATE PROCESSED 9-19-13

Meeting Date: October 02, 2013

Office of the County Engineer
County of Gloucester

Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project,
Various Locations, County of Gloucester
Engineering Project #13-15

SUMMARY OF BIDS



SPECIFICATION NO. 13-15

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 2		bidder 2 of 2	
				Unit Price	Amount	Unit Price	Amount
1	Mobilization	L.S.	Lump Sum	\$500.00	\$500.00	\$8,000.00	\$8,000.00
2	Construction Layout	L.S.	Lump Sum	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
3	9' x Variable Height Concrete Vertical Curb	1,200	L.F.	\$48.00	\$57,600.00	\$58.00	\$69,600.00
4	12" x 13" Concrete Sloping Curb	300	L.F.	\$48.00	\$14,400.00	\$58.00	\$17,400.00
5	Concrete Sidewalk, 4" Thick	1,000	S.Y.	\$61.00	\$61,000.00	\$68.00	\$68,000.00
6	Detectable Warning Surface	80	S.Y.	\$300.00	\$24,000.00	\$220.00	\$17,600.00
7	Concrete Driveway Reinforced, 6" Thick	100	S.Y.	\$75.00	\$7,500.00	\$72.00	\$7,200.00
Total Bid					\$168,000.00	Total Bid*	\$192,800.00

Joseph M. D'Alessandro
Joseph M. D'Alessandro
Assistant Road Supervisor

Project#13-15 Summary of Bids 13-15 Summary of Bids

* math error, total bid amount higher than amount (\$189,800.00) shown on bidders submitted schedule of prices

C3

C4

RESOLUTION AUTHORIZING APPLICATION AND AGREEMENT FOR DISCRETIONARY AID FOR CONSTRUCTION INSPECTION AND SUPPORT SERVICES THROUGH TTF FUNDING COMMITMENT BETWEEN THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE COUNTY FOR THE TOTAL AMOUNT OF \$380,000.00

WHEREAS, the Gloucester County Engineer has requested authority to submit an application to the State of New Jersey, Department of Transportation, for Construction Inspection & Support Services through FY 2013 Transportation Trust Fund (FY 2013 TTF) Funding Commitment for State Aid Discretionary Aid in the amount of \$380,000.00; and

WHEREAS, the funds anticipated to be received as aforesaid, will be used for the Construction Management and Inspection Services for the Phase 1 Reconstruction of Egg Harbor Rd. (CR630) between Salina Road and Pembroke Drive in the Township of Washington, County of Gloucester”, Federal Project No. STP-4048 (106) Construction, Engineering Project #06-01FA (hereinafter the “Project”).

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the submission of an application to the State of New Jersey, Department of Transportation, for State Aid Discretionary Aid funding from the New Jersey Transportation Trust Fund for the Fiscal Year 2013 (FY 2013 TTF) based on an estimated amount and that future funding agreement will reflect the approved, negotiated cost; disbursement of funds for costs on a reimbursement basis be, and the same hereby is, authorized and directed; and

BE FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to any and all of the necessary documentation relative to the above, including the Resolution, Application and Agreement (Form SA-96A, 2013).

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 2, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C4



State of New Jersey

DEPARTMENT OF TRANSPORTATION

PO Box 600

Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

JAMES S. SIMPSON
Commissioner

KIM GUADAGNO
Lt. Governor

July 24, 2013

Robert Damminger
Freeholder Director, Gloucester County
County Office Building
PO Box 337
2 South Broad Street
Woodbury, NJ 08096

Re: Egg Harbor Road CR 630 Construction, Phase I
From Hurlville-Cross Keys Road CR635 to Hurlville-Grenloch Road CR 654
Washington Township, Gloucester County
Construction Inspection & Support Services
FY 2013 TTF Funding Commitment

Dear Freeholder Director Damminger:

I am pleased to inform you that Gloucester County will receive funding in the amount of \$380,000.00 from the Transportation Trust Fund for construction inspection and support services for Egg Harbor Road CR 630 Construction. It should be understood that this commitment is based on an estimated amount and that the future funding agreement will reflect the approved, negotiated costs. Disbursement of funds for eligible costs will be on a reimbursement basis.

If you have any questions, please contact myself at 609-530-3640 or Salim Mikhael of the Local Aid District 4 Office in Cherry Hill. He can be reached at (856) 486-6618.

Sincerely,

Michael Russo
Director
Division of Local Aid & Economic Development

c John Coscia Jr., DVRPC
Vincent Voltaggio Gloucester County Engineer

New Jersey Department of Transportation
Resolution, Application, and Agreement for
State Aid to Counties and Municipalities

Name of Sponsor: County of Gloucester

Mailing Address: 1200 North Delsea Drive
Clayton, NJ 08312

E-mail Address yvoltaggio@co.gloucester.nj.us

Federal Tax Identification Number 21-6000660
(Must be inserted by Sponsor)

Program (only check one):
County Aid Discretionary Aid
Municipal Aid Bikeway
Centers of Place Safe Streets to Schools
Other (Specify) Bridge Bond Act

Sponsor Priority No. 1 (Prioritized by Program)

BE IT RESOLVED, that application is hereby made to the Commissioner of Transportation for an allotment of aid for the improvement of:

Construction Management & Inspection Services for the Egg Harbor Road, CR 630
Construction Phase I Project
(Project Name)

From: Salina Rd

To: Pembrook Drive

in the Municipality of Washington Township County of Gloucester

State of New Jersey for a distance of 1.64 miles or such portion thereof as may be approved by the Commissioner of Transportation. The total cost estimate for this improvement is \$380,000.00. The Sponsor requests \$380,000.00 in State funds and anticipates contributing \$0.00, AND BE IT RESOLVED that any aid received as a result of this application will only be used for eligible costs for the project.

Type of Improvement (Check only major type of work)

Resurfacing Culvert (Less than 20 foot span)
 Roadway Reconstruction Bridge (20 foot span or greater)
 Surface Treatment Safety Improvement
 Traffic Signal Installation Safe Streets to Schools
 Intersection Improvement Other (Describe Below)
 Bikeway

Scope of Work (Provide a detailed written description of the project - use additional sheets if necessary)

The request for funding is for the Construction Management and Inspection and testing cost associated with the construction of the Egg Harbor Road, CR 630 Phase I project.

[SUBMIT 3 ORIGINALS OF THIS FORM ALONG WITH 3 LOCATION MAPS AND FOR CENTERS OF PLACE SUBMIT 6 ORIGINALS OF THIS FORM ALONG WITH 6 LOCATION MAPS TO THE DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT]

Total Estimated Cost of Improvement (Attach a detailed cost estimate)

Construction Cost (From attached estimate)	\$6,209,751.69
Design Engineering (List only if eligible for Urban Aid or as a Depressed Rural Center)	
Right-of-Way (List only if eligible for Urban Aid or as a Depressed Rural Center)	
Construction Inspection and Material Testing if requesting (10% of the final allowable construction cost maximum)	\$380,000.00
Total Estimated Cost	\$6,589,751.69

Project Information

- Is utility work planned within the project limits over the next five (5) years? – Yes _____ No
- Is the purchase of right-of-way required before the start of project construction? – Yes _____ No
- Does the project intersect a State Highway? – Yes _____ No If yes, which highway? _____
If Yes, is the intersection signalized? – Yes _____ No _____
- Is there a railroad crossing within the project limits? – Yes _____ No
- Is there a railroad crossing 100 feet outside of the project limits? – Yes _____ No
- Will the construction impact traffic across a railroad crossing outside the project limits? – Yes _____ No

ADDITIONAL FORMS OR DOCUMENTS REQUIRED - ATTACH ONLY THOSE FORMS APPLICABLE TO THE PROJECT

Traffic Signal and/or Channelization - Attach a copy of the "Authorization to Design or Install"

Roadway Project – Attach a copy of "Appendix RD"

Bridge Project – Attach a copy of "Appendix BR" and Appendix RD"

Bikeway Project – Attach a copy of "Appendix BW"

Safe Streets to Schools Project – Attach a copy of "Appendix SS"

Location map - 8 1/2" x 11" only, showing project limits (all information must be clear and legible with street names labeled)

NOTE For projects located within right-of-way or on property owned by other jurisdictions, proof of permission to construct this project must be attached to this form or the project will not be considered for possible funding.

AND BE IT FURTHER RESOLVED that if this application is approved and accepted by the New Jersey Department of Transportation ("the Department"), the Sponsor agrees that:

- It shall arrange for financing of the total cost of the project provided for in this Agreement.
- It recognizes and agrees that continuation of funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State revenues or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this Agreement because of the absence of available appropriation.
- In the event that the Department approves funds in an amount less than requested, the Sponsor, at its option, 1) may either rescind this Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds or 3) reevaluate the project limits or scope and submit a letter of justification to the Department for approval. In the event the Sponsor rescinds the Agreement, the allotted funds shall revert to the source of the funding.
- The Sponsor must notify the Department of its rescission of this Agreement within sixty (60) days of its receipt of notification of the amount allotted by the Department.
- Any purported transfer or assignment of the written obligations of the Sponsor contained herein without prior approval of the Department shall be void.
- New Jersey Office of Management and Budget, Circular Letter 05-12, Grant Agreements – Agency Contracts and any supplemental compliance statements by the Department, must be complied with by the Sponsor.
- The work to be performed by the Sponsor under this Agreement shall include but not be limited to the following:
 - Preparation of contract drawings and supplementary specifications.
 - The acquisition of all necessary right-of-way, easements, slope rights and permits.

3. Construction of the above referenced improvement.

4. Monitoring and supervising compliance with all provisions of this Agreement.

- h. It shall defend, indemnify, protect and save harmless the State and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of whatsoever kind and nature arising out of, or claimed to arise out of, any act, error or omission of the Sponsor, its consultants, contractors, agents, servants and employees in the performance of the work of the project including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court cost, counsel fees, settlements, and judgments.
- i. It shall engage a Professional Engineer, registered in the State of New Jersey, for design services on the project. In its agreement for professional services, the Sponsor shall require the provision of professional liability insurance or errors and omissions insurance sufficient to protect against liabilities arising out of the professional obligations performed pursuant to the agreements.
- j. In its agreements for professional and non-professional services, the Sponsor shall require the provisions of public liability insurance and every such policy shall include the Sponsor and State as additional named insureds.
- k. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria and the Department's Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines. The design of traffic barriers and drainage systems shall conform to the Department's Roadway Design Manual. No deviation shall be allowed without the knowledge of the Department. If there is deviation from those standards, the Sponsor shall accept any and all responsibility for any injury or damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. All design shall also conform to the current "Manual On Uniform Traffic Control Devices" published by Federal Highway Administration.
- l. It shall provide maps, reports, detailed plans, supplementary specification and contract documents required by the Department.
- m. All workmanship and materials shall conform to current "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction" as amended for State Aid.
- n. It is the responsible authority, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of the procurement entered in support of this funding.
- o. Prior to advertising for bids, the Sponsor shall notify the Department if it intends to substantially change the scope of the project proposed in the Resolution, Application, and Agreement. No substantial change shall be included in the project unless it has been approved by the Department.
- p. Any changes in work after the award of contract shall be documented with a Department approved change order.
- q. Fifteen (15) calendar days prior to advertisement, the Sponsor shall submit the following to the Division of Local Aid and Economic Development:
 - 1. One (1) copy of the contract plans, specifications, engineer's estimate, and engineer's design certification.
 - 2. Other documents as required.
- r. It shall advertise and award the contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40 A:11-1 et. seq.
- s. It shall comply with all applicable Federal, State and Local laws, rules, ordinances and regulations.
- t. Within thirty (30) calendar days of construction bids, unless the Department grants an extension of this time, the Sponsor shall submit the following to the Division of Local Aid and Economic Development.
 - 1. Two (2) copies of the summary of construction bids.
 - 2. A resolution awarding the contract to the lowest responsible bidder submitting a responsive bid, subject to the approval of the Department.
- u. It shall award a construction contract for the project within twelve (12) months of approval of this Resolution, Application, and Agreement by the Department. The Department in its sole discretion may grant an extension of this twelve (12) month period after receiving an adopted resolution containing the request from the Sponsor. The Department may cancel the funds allotted to the project if the Sponsor does not award the construction contract by the specified time.
- v. Upon prior approval of the Department, it may elect to undertake the work through the use of its own forces when it is deemed applicable and appropriate.
- w. Neither design costs, the costs for acquisition of all necessary right-of-way, easements, slope rights, and permits nor utility costs shall be considered costs of the project for purposes of computation of the allotment of State Aid funds under this Agreement except in special cases approved by the Department.
- x. State participation in the cost of the project shall not exceed the lesser of either 100 percent of the cost of the completed construction work including eligible construction supervision, inspection and material testing, or the original allotment. State participation in inspection and material testing costs combined shall be limited to 10 percent of the eligible construction work cost. The State shall not participate in costs that the Department determines to be beyond the scope of the purposes of the allotment, excessive or otherwise unallowable. The Sponsor shall be afforded an opportunity to challenge this determination at an informal hearing.
- y. At the discretion of the Commissioner of Transportation, payment of the allotted funds may be made to the project Sponsor in the form of a grant. Grant payments shall be made as follows:
 - 1. For programs administered by the Division of Local Aid and Economic Development, a specified percentage, of the lesser of the eligible award amount or allotment amount shall be paid at the time of concurrence in the award of contract by the Department or the full amount of the allotment shall be paid upon approval of this Agreement as determined by the Commissioner. The remaining percentage or balance of funds shall be paid upon submission of a final voucher with supporting information as required by the Department. The final voucher must be submitted to the Department within six (6) months of project completion.
 - 2. For County Aid and the Local Bridge Bond Act, the full amount of the annual allotment amount shall be paid upon approval of the Annual Transportation Plan (ATP) and the execution of this Agreement.

3. If the Sponsor requests, progress payments shall be on a reimbursement basis. It shall request reimbursement from the Department by submitting vouchers supplied by the Department with supporting information as required by the Department. Progress payments of not less than \$50,000 may be made.
- z. The Sponsor hereby certifies that all allotted funds shall only be spent on eligible costs for the approved project(s) as described in this Agreement.
 - aa. In the event allotted funds remain after completion of the work, the remaining funds shall revert to the source of the funding and shall be reallocated by the Department in a manner determined solely by the Commissioner of Transportation.
 - bb. In the event that the Department determines that it has reimbursed the Sponsor in an amount in excess of the funds actually due under this Agreement, the Sponsor shall, upon notice from the Department, make timely repayments to the State. Upon failure of the Sponsor to timely repay such funds, the State is hereby authorized by this Agreement to deduct those funds from any monies due the Sponsor under the terms of any agreement between the State, its Departments and Agencies and the Sponsor or to gain reimbursement through any other remedies available at law or equity.
 - cc. It shall provide cost certification and maintain financial records relating to all costs for the project in accordance with N.J.A.C. 16:20A or 16:20B, as applicable, and comply with State of New Jersey audit requirements specified therein.
 - dd. It shall maintain complete documentation of the project for a period of three (3) years after receiving final reimbursement or payment by the State.
 - ee. It shall maintain the completed project in a manner satisfactory to the Department.
 - ff. It will comply with Title VI of the 1964 Civil Rights Act.
 - gg. Failure to comply with all provisions contained in this Resolution, Application and Agreement may result in the suspension and/or termination of funding.
 - hh. Approval as to Form by Certification Process.

AND BE IT FURTHER RESOLVED that the _____ and Clerk are hereby authorized to execute and attest this Resolution, Application and Agreement.

FOR THE SPONSOR

ATTEST and AFFIX SEAL

Robert N. DiLella, Clerk of the Board

Robert M. Damminger, Freeholder Director

FOR THE DEPARTMENT OF TRANSPORTATION

Fiscal Year/Funds: _____

Job Number: _____

Account: _____

State Funds: _____

FA0 Number _____

Certification of Funds _____
Date

By _____
Director, Division of Accounting and Auditing

APPROVED: _____
Director, Division of Local Aid and Economic Development

Date

It is hereby certified that the foregoing allocation of funds and this Agreement were approved by the Commissioner of Transportation or Designee on _____.

Secretary, Department of Transportation

RESOLUTION AUTHORIZING AN EXTENSION OF THE CONTRACT WITH TAG'S AUTO SUPPLY, INC. FOR SUPPLY AND DELIVERY OF AUTOMOTIVE PARTS AND ACCESSORIES FROM OCTOBER 19, 2013 TO OCTOBER 18, 2015 IN AN AMOUNT NOT TO EXCEED \$140,000.00 PER YEAR

WHEREAS, the County of Gloucester (hereinafter the "County") previously entered into a contract with Tag's Auto Supply, Inc. (hereinafter "TAG'S"), with offices at 12 W. High Street, Glassboro, New Jersey 08028, for the service of supply and delivery of various auto parts for County vehicles, as per Bid PD#11-057; and

WHEREAS, the specifications for the original two (2) year contract dated October 19, 2011, provided for an extension, at the option of the County, for an additional two (2) year period; and

WHEREAS, the County's Purchasing Agent and County's Public Works Department has recommended that the option to extend be exercised for the said contract, extending the term for two (2) years beginning October 19, 2013 to October 18, 2015 for an amount not to exceed \$140,000.00 per year; and

WHEREAS, the said contract is open ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required regarding the extension at this time; and

WHEREAS, continuation of the said contract beyond December 31, 2013 is conditioned upon the approval of the 2014 County Budget; and

WHEREAS, all other terms and provisions of the previously executed contract, with the exception of the extension 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 County does hereby exercise its option to extend its aforesaid contract with TAG'S Auto Supply, Inc for the service of supply and delivery of various auto parts for County vehicles in accordance with Bid PD#11-057 for an additional two (2) year period commencing October 19, 2013 to October 18, 2015 for an amount not to exceed \$140,000.00 per year; so that the County's Purchasing Agent is hereby directed to inform TAG'S Auto Supply, Inc. of the extension; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, October 2, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

	<p>PD 011-057 Bid Opening 09/28/2011 10:00am</p>	
	<p>SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE PARTS AND ACCESSORIES FOR THE COUNTY OF GLOUCESTER</p>	
	<p>VENDOR: Tags Auto Supply 12 W. High Street Glassboro, NJ 08028 Fred H. Tartaglione - Pres. 856 881-4444 856 881-2952 Fax</p>	
<p>ITEM</p>	<p>DESCRIPTION</p>	<p>PERCENT OFF</p>
	<p>DISCOUNT PER ITEMS</p>	
	<p>001 Body Parts (Side Mirrors, Other)</p>	<p>60%</p>
	<p>002 Engine Parts (Internal & External) Rebuilding comp</p>	<p>55%</p>
	<p>003 Air Conditioner Components-Heating sys, heater core</p>	<p>58%</p>
	<p>Cooling system, Thermostats, water pumps</p>	
	<p>004 Drive Components-Drive shaft, U-joints, Axel parts, differential parts and clutch parts</p>	<p>60%</p>
	<p>005 Fuel System-Carbs, fuel inject, fuel pumps</p>	<p>58%</p>
	<p>006 Ignition System-Condensers, points, rotors, wiring electronic ignition parts</p>	<p>58%</p>
	<p>007 Transmissions- Standard trans parts, Auto Trans</p>	<p>58%</p>
	<p>001 Additives- auto care products, cleaners, cement, polish, degreasers, radiator flush, sealing compound</p>	<p>60%</p>
	<p>002 Back up alarms & Horns</p>	<p>58%</p>
	<p>003 Brake Parts-pads, shoes, drums, springs, cylinders rotors, seals, wheel & Axel bearings</p>	<p>68%</p>
	<p>004 Battery Cable & Terminals</p>	<p>65%</p>
	<p>005 Electrical system accessories- alternator, distributors generators, regulators, starters</p>	<p>60%</p>
	<p>006 Exhaust System Accessories- pipes, mufflers, tailpipes catalytic converters</p>	<p>62%</p>
	<p>007 Engine Gaskets</p>	<p>62%</p>
	<p>008 Hoses-heater, radiator, vacuum, wiper, washer</p>	<p>65%</p>
	<p>009 Windshield Wiper Blades</p>	<p>65%</p>
	<p>Windshield Wiper Motor</p>	<p>65%</p>
	<p>010 Lights & Bulbs</p>	<p>65%</p>
	<p>Air, Oil and Gas Filters</p>	<p>65%</p>
	<p>Batteries</p>	<p>68%</p>
	<p>Radiators</p>	<p>65%</p>
	<p>Variations: (if any)</p>	<p>2% cash back for payments received before 25th of the month</p>
	<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>
	<p>This is a (2) TWO year contract with 1 (2) two year extension or 2 (1) one year extensions.</p>	
	<p>Bid specifications sent to:</p>	<p>H A DeHart Uni-Select</p>
	<p>Based upon the bids received, I recommend Tags Auto Supply be awarded the contract as the lowest responsive, responsible bidder.</p>	<p>Brodhead Garrett Prime Vendor</p>
	<p>Sincerely,</p>	<p>Peter M. Mercanti, Purchasing Agent</p>
	<p>Gaudelli Bros.</p>	

C6

RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A CONTRACT WITH TTI ENVIRONMENTAL, INC., TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$9,025.00 RESULTING IN A TOTAL CONTRACT AMOUNT OF \$382,675.00

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 contract was previously amended by the County in the amount of \$4,000.00, resulting in a new total contract amount of \$373,650.00, was approved by a Resolution by the Board of Chosen Freeholders on September 4, 2013; and

WHEREAS, the County of Gloucester has determined the second amendment is necessary to provide and install new Gasboy Islander Plus-2 Fuel Management System in place of specified Multiforce Controllers and New Veeder Root TCP/IP Boards to keep more accurate inventory and usage of gas and diesel fuel using employees County ID; and

WHEREAS, the amendment is to increase the total contract amount by \$9,025.00 resulting in a new total contract amount of \$382,675.00; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant to CAF #13-08297 which shall be charged in the amount of \$9,025.00 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., to provide and install new Gasboy Islander Plus-2 Fuel Management Systems in place of specified Multiforce Controllers and New Veeder Root TCP/IP Boards to keep more accurate inventory and usage of gas and diesel fuel using the employees County ID original contract, in the total amount of \$9,025.00 for a new contract amount of \$382,675.00.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Wednesday, October 2, 2013.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

06

**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 to provide and install new Gasboy Islander Plus-2 Fuel Management Systems in place of specified Multiforce Controllers and New Veeder Root TCP/IP Boards to keep more accurate inventory and usage of gas and diesel fuel using employees County ID; and

Therefore, the Contract is amended to provide that the total Contract amount is increased by \$9,025.00 resulting in a new total contract amount of \$378,675.00. The Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$9,025.00, pursuant to CAF #13-08297.

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 2nd day of October, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TTI ENVIRONMENTAL, INC.

WILLIAM P. DOLAN
CHIEF EXECUTIVE OFFICER

C16

		CHANGE REQUEST	
Project Name: County of Gloucester		Change Request Number: CO 2 – rev 1	
Project Location: 1200 N. Delsea Dr. Clayton, NJ			
Project Number: 12-1447		Client Contact: Rich Morley	
TTI Project Manager: Bill Stafford		Date: 09/05/13	

Description of Change:
 Provide Gasboy Islander Plus-2 Fuel Management System in place of Multiforce Controller Unit. New Gasboy Islander Plus-2 systems will include Island Plus Pedestal for up to four (4) mechanical pumps, interface cards, Gasboy HID Readers, Gasboy Annual Support Contracts, Gasboy Fleet Head Office Software and Support (one year), 475 key fob activation units and Mitare Pod Reader. Provide and install Veeder Root TLS-350 Plus-2 TCP/IP Boards at both Clayton and Mantua Sites.

Impacts/Costs		
	Description of Impact	Quantification of Impact
Scope	Provide and install new Gasboy Islander Plus-2 Fuel Management Systems in place of specified Multiforce Controllers for both Mantua and Clayton Facilities	\$ 6,778.00
	New Veeder Root TCP/IP Boards	\$ 2,247.00
Cost		\$ 9,025.00
Schedule Impact	Additional 10 days	

Original Contract Value	\$ 369,650.00
Change Orders Amount to Date	Change Order 1: \$ 4,000.00
This Change Order Amount	\$ 9,025.00
New Project Value	\$ 382,675.00

Submitted By: TTI Environmental, Inc.



	William B. Stafford	Director, Tank Management Services	Sept. 5, 2013
Signature	Print	Title	Date

Acceptance and Authorization:

Client Signature	Print	Title	Date

Cle

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

Certificate of Availability of Funds

TREASURER'S NO. 13-08297 DATE Sept 18, 2013

BUDGET NUMBER - CURRENT YR C-04-12-018-315-18250 B DEPARTMENT PW/Fleet Mgmt

AMOUNT OF CERTIFICATION \$9,025.00 COUNTY COUNSEL Matt Lyons

DESCRIPTION: Amendment Change order #2 of original contract PD-013-001 to provide and install new Gasboy Islander Plus-2 Fuel Management Systems in place of specified Multiforce Controllers for Mantua and Clayton Facilities \$6,778.00
New Veeder Root TCP/IP Boards \$2,247.00

VENDOR: TTI Environmental Incorporated

ADDRESS: 1253 North Church Street
Moorestown, NJ 08057

Larry Haynes Sr.
DEPARTMENT HEAD APPROVAL

APPROVED
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 9-23-13

Meeting Date: October 2, 2013

07

RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO CONTRACT WITH CORE MECHANICAL, INC. IN AN AMOUNT NOT TO EXCEED \$495,000.00, FROM NOVEMBER 1, 2013 TO OCTOBER 31, 2014

WHEREAS, a contract for HVAC maintenance and repair services at various buildings in Gloucester County was previously awarded to Core Mechanical, Inc.; and

WHEREAS, the specifications (PD 011-056) of the Contract provided for an extension at the option of the County for two (2) additional one-year periods, with this being the second extension; and

WHEREAS, Peter Scirrotto, Sr., Superintendent of the Department of Buildings and Grounds, has recommended the second one (1) year extension to the existing contract; and

WHEREAS, the contract shall be for estimated services, with a contract amount not to exceed \$495,000.00, for the period November 1, 2013 to October 31, 2014. The contract is therefore open ended, which does not obligate the County of Gloucester to make and purchase and therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension 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 does hereby exercise its option to extend the contract with Core Mechanical, Inc., for HVAC maintenance and repair services at various County buildings for an additional one-year period (from November 1, 2013 to 31, 2014) for a contract amount not to exceed \$495,000.00; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on October 2, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

<p align="center">PD-11-056 Bid Opening 9/28/2011 10:00am</p>		
<p>SPECIFICATIONS AND PROPOSAL FORM FOR PROVIDING HEATING AND AIR CONDITIONING FULL SERVICE MAINTENANCE AND EMERGENCY REPAIR SERVICES FOR GLOUCESTER COUNTY BUILDINGS AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBER CK-01-GC</p>		
<p>VENDOR: Core Mechanical Inc. 7905 Browning Rd. Ste. 112B Pennsauken, NJ 08109 Daniel Weisser VP 856 665-0636 856 488-2241 Fax</p>		
ITEM	DESCRIPTION	
1	Full Service HVAC	Total \$249,859.00
	Straight Rate	\$69.90 Per Hour
	Overtime Rate	\$104.85 Per Hour
	Overtime Hours	4:00pm to 7:00am Mon-Fri and Saturday
	Sundays & Holidays	\$139.80 Per Hour
	Individual Building Prices	See Attached
	Variations: (if any)	NONE
	Will you extend your prices to local government entities within the County	YES
	Bid specifications sent to:	Peterson Service ABM Engineering Cofely GMH Engineers AA Duckett Mattee Contractors Carrier Herman Goldner Allied
<p>THIS IS A TWO (2) YEAR CONTRACT WITH ONE TWO (2) YEAR EXTENSION OR TWO ONE (1) YEAR EXTENSIONS.</p>		
<p>Based upon the bids received, I recommend Core Mechanical be awarded the contract as the lowest responsive, responsible bidder.</p>		
		Sincerely,
		Peter M. Mercanti Purchasing Agent

08

RESOLUTION AWARDING A CONTRACT TO PATRIOT ROOFING INC., FOR THE SUPPLY OF ALL LABOR AND MATERIALS RELATIVE TO INSTALLATION OF A NEW ROOF AT 1000 N. DELAWARE STREET, PAULSBORO, HEALTH DEPARTMENT BUILDING, FOR A COST OF \$34,380.00 WITH AN ADDITIONAL COST OF \$3.50 PER SQUARE FOOT TO REPLACE PLYWOOD DECKING AS APPROVED, FOR A TOTAL AMOUNT NOT TO EXCEED \$50,000.00

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the supply of all labor and materials relative to the installation of a new roof at 1000 N. Delaware Street, Paulsboro, Health Department Building, as per specifications in PD 013-037; and

WHEREAS, bids were publicly received and opened on August 9, 2013; and

WHEREAS, after following proper public bidding procedure, it was determined that Patriot Roofing Inc. with offices at 2083 Jacksonville-Jobstown Road, Jobstown, NJ 08041, was the lowest responsive and responsible bidder to perform said services, for an amount of \$34,380.00, with an additional cost of \$3.50 per square foot to replace plywood decking as approved, resulting in a contract amount not to exceed \$50,000.00 as per specifications in PD 013-037; and

WHEREAS, the contract is open-ended, and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond October 1, 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 Patriot Roofing, Inc. for the hereinabove referenced services for a total contract amount not to exceed \$50,000.00; 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 October 2, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

CO

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
PATRIOT ROOFING, INC.**

THIS CONTRACT is made effective the 2nd 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 **PATRIOT ROOFING INC.**, with offices at 2083 Jacksonville-Jobstown Road, Jobstown, NJ 08041, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supplying of all labor and materials for the installation of a new roof at 1000 N. Delaware St., Paulsboro, Health Department Building as set forth in **PD 013-037**.

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 one (1) year from the date of October 2, 2013.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as **PD 013-037**, with a total contract amount of \$34,380.00 with an additional cost of \$3.50 per square foot to replace plywood decking as approved resulting in a contract amount not to exceed \$50,000.00 for the supplying of all labor and materials for the installation of a new roof at 1000 N. Delaware Street, Paulsboro, Health Department Building 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 013-037**, 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 013-037** 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 013-037* 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 2nd 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:

PATRIOT ROOFING INC.

BY: _____

Please Print Name

Patriot C8
Roofing

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 9, 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:

LUMP SUM \$ 34,380.00

** Cost per square foot to replace plywood
decking as approved ** \$ 3.50

COMPLETION DAYS: 14 days

** THIS WILL ONLY BE AWARDED AT THE DISCRETION OF THE BUILDINGS AND
GROUNDS SUPERINTENDANT - PETER SCIRROTTO

VARIATIONS: (IF ANY)

None

TO BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

DA
No 17
C8

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 9, 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:

LUMP SUM \$ 48,000.00

** Cost per square foot to replace plywood decking as approved ** \$ 6.50 PER SF

COMPLETION DAYS: 30 DAYS

** THIS WILL ONLY BE AWARDED AT THE DISCRETION OF THE BUILDINGS AND GROUNDS SUPERINTENDANT - PETER SCIRROTTO

VARIATIONS: (IF ANY)

NONE

McMullen

Roofing

C8

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 9, 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:

LUMP SUM

\$ 33,665.00

** Cost per square foot to replace plywood decking as approved **

\$ 2.65

COMPLETION DAYS: 20

** THIS WILL ONLY BE AWARDED AT THE DISCRETION OF THE BUILDINGS AND GROUNDS SUPERINTENDANT - PETER SCIRROTTO

VARIATIONS: (IF ANY)

N/A

Robert
Ganter

18

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 9, 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:

LUMP SUM \$ 34,000.00

** Cost per square foot to replace plywood
decking as approved ** \$ 4.75 S/FT

COMPLETION DAYS: 5

** THIS WILL ONLY BE AWARDED AT THE DISCRETION OF THE BUILDINGS AND
GROUNDS SUPERINTENDANT - PETER SCIRROTTO

VARIATIONS: (IF ANY) None

Union
Roofing
68

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 9, 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:

LUMP SUM

\$ 37,800

** Cost per square foot to replace plywood
decking as approved **

\$ 3.50

COMPLETION DAYS:

5

** THIS WILL ONLY BE AWARDED AT THE DISCRETION OF THE BUILDINGS AND
GROUNDS SUPERINTENDANT - PETER SCIRROTTO

VARIATIONS: (IF ANY)

none

C9

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR CAPITAL PROJECTS MANAGEMENT SERVICES TO FEDERICI & AKIN, P.A., IN AN AMOUNT NOT TO EXCEED \$90,000.00 FROM OCTOBER 2, 2013 TO OCTOBER 1, 2014

WHEREAS, there exists a need for the County of Gloucester (hereinafter the "County") to contract for engineering, inspection management and environmental services for capital projects to be undertaken by the County, per the "Yearly Capital Project Management for Engineering Services," Engineering Project #13-13 (hereinafter the "Project"); and

WHEREAS, the County requested proposals, via RFP-013-046, from interested providers of such services, and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based upon the established criteria, concluded that Federici & Akin, P.A., Consulting Engineers (hereinafter "Federici"), with offices at 307 Greentree Road, Sewell, New Jersey 08080, made the most advantageous proposal; and

WHEREAS, a contract with Federici would be for estimated units of service for an amount not to exceed \$90,000.00; and

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

WHEREAS, even though a Certificate of Availability of Funds (hereinafter "CAF") is not required at this time, the Purchasing Agent for the County has certified the availability of funds for the said services in the amount of \$90,000.00, pursuant to CAF #13-08194, which amount shall be charged against County budget line item C-04-13-012-165-12211; 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 Freeholder Director is hereby authorized to execute, and the Clerk of the Board, is hereby authorized to attest to a contract between the County and Federici for the provision of engineering, inspection, management and environmental services to and for the County's multiple capital projects, for an amount not to exceed \$90,000.00, from October 2, 2013 to October 1, 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 Gloucester County 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, October 2, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C9

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE COUNTY OF GLOUCESTER
AND
FEDERICI & AKIN, P.A. CONSULTING ENGINEERS**

THIS CONTRACT is made effective this 2nd day of **October 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **Federici & Akin, P.A. Consulting Engineers**, with offices at 307 Greentree Road, Sewell, New Jersey 08080, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has determined that there is a need for Professional Engineering Services in the nature of engineering, management, inspection and environmental services for various County Capital Projects, "Yearly Capital Project Management for Engineering Services," Engineering Project #13-13 (hereinafter the "Project"); and

WHEREAS, the County issued RFP-013-046 for the said Professional Engineering Services, to which the Contractor responded; 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. **COMMENCEMENT OF SERVICES.** This Contract shall be effective for a period of one (1) year from October 2, 2013 to October 1, 2014.
2. **COMPENSATION.** This Contract shall be for an amount not to exceed \$90,000.00 for the Contract term, so that this is an open ended contract. The Contract shall be for estimated units of service, as set forth in County RFP-13-046 (hereinafter the "RFP"), and the Vendor's proposal, "Qualifications Statement, Qualifications for Professional Services, County of Gloucester, New Jersey, Engineering, Construction Inspection, & Environmental Services for Gloucester County Capital Projects", dated September 04, 2013 (hereinafter the "Proposal"), which are both incorporated into and made part of this Contract.

The County shall not be required to purchase any minimum amount of services, as this is an open ended contract. The Vendor shall be paid for services based upon the fee schedule in the Proposal.

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 and the Proposal, and only as directed by the County. The Vendor shall render services to and for the County only when requested by the County on an "as-needed" basis.

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

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

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

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

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

5. **LICENSING.** If the Vendor or any of its subcontractors is required to maintain a license 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 to operate in the State of New Jersey, which license 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 the RFP, if any, 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.

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Vendor. 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 and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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, the RFP, and the Proposal. The RFP and the Proposal are incorporated herein by reference. Should there occur a conflict between this Contract, and the RFP, this Contract shall prevail. Should there occur a conflict between this Contract or the RFP, and the Proposal, then this Contract and the RFP shall prevail.

THIS CONTRACT is dated this 2nd 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; 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

**FEDERICI & AKIN, P.A.
CONSULTING ENGINEERS**

By: _____

(Please Print Name)

(Please Print Title)

C9

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-013-0-046 Engineering Construction Inspection & Environmental Services
Federici & Akin

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
<p>A. Technical Proposal contains all required information All required documentation submitted. <u>5</u> points</p>	5
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> The personnel listed are all very qualified for completing the tasks. They have performed very well on past projects for the County. Bret Yates & Stan Bitgood have demonstrated excellent knowledge of County requirements and county facilities. <u>25</u> points.</p>	24
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> F&A has excellent past experience on similar projects completed for the County. They have provided a good listing of projects completed for various agencies. F&A has successfully completed many requested services. <u>25</u> points.</p>	24
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points. F&A provided a good approach for how they would provide the requested services. They described good experience with dams and bridges approaches for inspection and reporting.</p>	23
<p>E. Reasonableness of Cost Proposal <u>20</u> points. Cost seems appropriate for this project.</p>	19
TOTALS	95

CA

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

Certificate of Availability of Funds

TREASURER'S NO. 13-08194 DATE September 16, 2013

C-04-13-012-165-12211 (\$90,000.00)

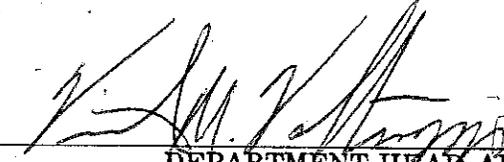
BUDGET NUMBER - CURRENT YR B DEPARTMENT Engineering

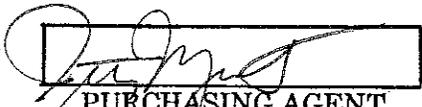
AMOUNT OF CERTIFICATION \$90,000.00 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION: 2013 Capital Projects Management: Professional Services Contract for the Provision of Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects, per RFP-13-046 for the County of Gloucester for a one year period from October 02, 2013 to October 01, 2014. Engineering Project #13-13.

VENDOR: Federici & Akin, PA
Consulting Engineers

ADDRESS: 307 Greentree Road
Sewell, NJ 08080

 9/16/13
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 9-19-13

Meeting Date: October 02, 2013



FEDERICI & AKIN, P.A.
CONSULTING ENGINEERS

19

Qualifications Statement

Qualifications for Professional Services

County of Gloucester, New Jersey

**ENGINEERING, CONSTRUCTION
INSPECTION, AND ENVIRONMENTAL
SERVICES FOR
GLOUCESTER COUNTY CAPITAL PROJECTS**

RFP -13-046

Prepared By:


Joseph P. Federici, Jr., P.E., P.P.
President

Office Location:

307 Greentree Road
Sewell, NJ 08080
(856) 589-1400

September 4, 2013



YEAR 2013
FEE SCHEDULE

Job Classification	Hourly Fee Schedule
Principal, Professional Engineer	\$160.00
Principal, Professional Land Surveyor & Professional Planner	\$150.00
Senior Project Manager	\$140.00
Project Manager	\$125.00
Professional Engineer	\$125.00
Design Engineer	\$105.00
Environmental Scientist	\$110.00
Professional Planner	\$110.00
Review Technician	\$90.00
Senior Draftsman	\$88.00
Drafting Technician	\$83.00
Technician	\$75.00
Professional Land Surveyor	\$110.00
3 Man Field Crew (Conventional)	\$160.00
2 Man Field Crew (GPS)	\$150.00
2 Man Field Crew (Conventional)	\$140.00
1 Man Field Crew (GPS)	\$140.00
Party Chief	\$83.00
Surveyor	\$67.00
Inspection Coordinator	\$95.00
Senior Inspector	\$95.00
Inspector	\$80.00
Technical Writer	\$69.00
Clerical	\$58.00
Expert Testimony (Court Appearance)	\$285.00

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

Relating to inspection services, when applicable, any inspection procedures that exceed eight (8) hours, overtime at the rate of one and one-half times will be charged on that period beyond the original eight (8) hours.

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 Xerox Copies - \$0.20 per copy

Mileage: - \$0.50 Mile
Tolls: - REIMBURSABLE

QUALIFICATIONS

GLOUCESTER COUNTY
ENGINEERING & INSPECTION SERVICES



FEDERICI & AKIN, P.A.
CONSULTING ENGINEERS

Qualifications Statement

Qualifications for Professional Services

County of Gloucester, New Jersey

**ENGINEERING, CONSTRUCTION
INSPECTION, AND ENVIRONMENTAL
SERVICES FOR
GLOUCESTER COUNTY CAPITAL PROJECTS**

RFP -13-046

Prepared By:

Joseph P. Federici, Jr., P.E., P.P.
President

Office Location:

307 Greentree Road
Sewell, NJ 08080
(856) 589-1400

September 4, 2013



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Section A – Description of Firm

The firm of Federici & Akin, PA, (F&A) Consulting Engineers, currently acts as the municipal engineer in the Borough of Swedesboro, as well as the City of Woodbury, Deptford Township, Mantua Township, Westville, and Pitman, all in Gloucester County. F&A also acts as the Municipal Utilities Authority Engineer in Monroe Township and Planning and Zoning Board Engineer in Swedesboro, Woodbury, West Deptford, and Washington Township, all of which are in Gloucester County. F&A also acts as the Municipal Engineer and Planning Board Engineer in the Borough of Mount Ephraim. F&A is also the Water/Sewer Engineer in Greenwich Township and East Greenwich Township. Mr. Federici is appointed is also a member of the Gloucester County Construction Boards of Appeal. F&A currently provides the County of Gloucester with Engineering Services for Capital Projects.

The business address of Federici & Akin, PA Consulting Engineers is 307 Greentree Road, Sewell, NJ 08080.

Key personnel consist of five (5) NJ Licensed Professional Engineers and two (2) NJ Licensed Land Surveyors, six (6) of which have been licensed for over five (5) years

Attached within Section J is a "Certificate of Good Standing," indicating that the above professionals' licenses are not presently suspended or revoked.

Our firm's expertise has grown significantly, and we have proven ourselves to be capable of servicing various governing bodies. We are currently servicing as the General Engineer for Gloucester County and Cumberland County Colleges, in charge of any engineering and infrastructure issues that arise during the calendar year.

Our goal is to continue to provide exemplary Professional Engineering, Surveying, and management services to governing bodies, Authorities, and Boards.

Our qualifications for providing Professional Engineering, Surveying and permitting services in disciplines likely to be of interest are demonstrated in the 'experience' section of the statement.

Section B – Technical Proposal

We propose to perform the Engineering Services for Capital Projects for the County of Gloucester. Having gained valuable experience in performing such service over the past years, we feel confident in providing the highest quality of engineering work related to Capital Projects. Please review Section D, below, for a more detailed description in this area.

We propose to have Stan Bitgood, P.E., C.M.E. represent the firm as your Capital Project Management Engineer.

Mr. Bitgood is experienced in all phases of Capital Projects Management including preparation of design standards, design plans & specifications for roadways, bridge, and other general construction activities, storm drainage design and rehabilitation, preparation of inspection reports for dams & bridges, and coordination with State, County, and Municipal officials, contractors, and the public. Mr. Bitgood is supported by Federici & Akin, P.A. personnel, licensed to do business in the State of New Jersey, who will assist with their expertise whenever needed.

The firm of Federici & Akin, P.A., Consulting Engineers (F&A), hereby proposes to provide the following technical scope of professional engineering services, in accordance with the RFP:

1. Project Management & Inspection General Tasks

- The project manager will coordinate, schedule, attend, document, etc. all necessary pre-construction and utility meetings to address and avoid any potential conflicts. Our office will also coordinate the



- construction with all necessary utility relocations.
- Our office will review and approve all working drawings, submittals, and information submitted by the contractor for conformance to the contract documents.
- Our firm is well experienced in the NJDOT/County payment process. We will process for payment (payment made by the County) all monthly contractor estimates on NJDOT/County format in a timely fashion.
- The field inspector will continuously record all happenings on the project site during the construction process. The field inspector's notes will then be transferred into a written construction summary on a monthly basis by the Project Manager. The Project Manager will provide the County with the monthly construction updates and will be readily available to attend monthly construction meetings at the County offices.
- Our inspector will aid our project manager in the documentation of all quantities and the documentation & coordination of all construction activities.
- The field inspector and project manager will both review the as-built drawings prior to the approval.
- We will review and recommend for action all contractor requests for change orders.
- Our office is well versed in the preparation of final estimates, change orders, and project closeout. We have performed numerous NJDOT and Federal Aid project closeouts for various clients in the southern New Jersey area.
- Our office is prepared to act as County liaison with the contractor during the construction phase. The resumes of the inspectors that will be servicing the County are attached for your use. A single Project Manager and Inspector will be assigned for the entire construction phase of projects. The inspector assigned to the project will be present during all aspects of the construction work.
- Our office will supply the Contractor and the County with all required documentation for any and all supplemental work.

2. Engineering General Tasks

- Preparation of plans & specifications for roadway, bridge, and other general construction activities.
- Provide reviews on submittals and construction plans.
- Preparation of reports and inspections of dams and bridges.
- Provide surveying services.
- Provide AutoCAD and related drafting services.

3. Assistance to Planning Department

FA will provide assistance to the Planning Department whenever a special project arises that needs attention from an engineering and planning standpoint. The Planning Department may request the assistance of the capital project management firm to provide engineering assistance at any time during the year for mapping, concepts, alignments, and engineering reports for new projects in the county.

The capital projects manager may provide planning assistance to aid the County Planning Department in times of need. In addition to the capital projects manager, Federici & Akin has four (4) licensed Professional Planners on staff available to assist the County Planning Department.

Our staff is also knowledgeable in the Geographic Information Systems (GIS) for municipal infrastructure mapping with ESRI ArcView Information Management Software.

4. County Aid Projects Design & Permitting

Provide the engineering, surveying and permitting services to complete the county aid projects on an expedited schedule. The consultant shall design, survey and complete any permitting required to meet the requirements for the county aid project, which is comprised of resurfacing and safety improvements, overlays, and the like.

F&A will prioritize county work where projects will be expedited and fast-tracked, thus allowing the county aid monies to be encumbered in the same year as the allotment approval.



F&A will provide a brief scope of work and man-hour estimate with associated costs to the County Engineering Department for review and consideration by the department upon receipt of county aid monies.

5. Project Scheduling

F&A will create a *CPM Schedule* for each project undertaken, which will delineate significant tasks with associated milestones that need to be attained.

6. Project Meetings with County Engineering Department

Close communication with the County Engineer is imperative in keeping all projects up to date and on-schedule. F&A will meet with the department on a bi-weekly basis to review current and future projects, and to discuss schedules and critical paths.

7. Project Closeout

It is beneficial to the County to closeout old projects, thus possibly releasing any unused monies and transferring it to another County project. F&A will perform the needed tasks to aid the county in closing out any old projects to meet NJDOT requirements.

8. Acceleration of Specific Job Tasks

Our Projects Manager will take the necessary actions to accelerate certain job tasks that are lagging behind due to utility, or parcel acquisition delays. F&A will inform the County of the findings, per project, and will provide a plan of action to accelerate the afore-mentioned task delay.



Section C – Plan for Providing the Proposed Services

The staff of F&A fully understands the standards of design, inspection, and project management as set forth by the Engineer's Office for the County of Gloucester. We have thoroughly reviewed the RFP and hereby agree to provide all of the required professional services.

All plans and calculations will be prepared in English Units.

When the County assigns Federici & Akin a project, we will begin by selecting a single project manager with a New Jersey Professional Engineer's License who will be the point of contact with the County.

We understand that if we are assigned a design project, our office is well versed in AutoCAD Drafting and it will be performed in strict conformance to the standard legend of the County Engineering Department regarding symbols, line weights, linetypes, etc. The plans shall be on 24" x 36" sheets prepared in AutoCAD 2007. The drawings shall be prepared in accordance with the current New Jersey Department of Transportation (NJDOT) Roadway Design Manual with Amendments, American Association of State highway Transportation Officials (AASHTO) Policy on Geometric Design of Highway and Streets (2001), the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), the applicable NJDEP and Soil Conservation Rules, and the 2001 NJDOT Standard Specifications for Road and Bridge Construction (with Amendments), as modified by the County of Gloucester Supplemental Specifications and State Aid.

Whoever in our office is assigned as Project Manager will visit the project site prior to beginning the design. This allows the Project Manager to visualize the project during the design process and take notice of any potential problem areas. We understand also that all site investigations must be done with advance coordination and notice to the County Engineer, and that the County Engineer will facilitate safe access to the areas in which we must obtain information.

It is understood that this contract includes the services to coordinate all construction activities for the County of Gloucester from pre-construction requirements of utility coordination to obtaining final payment reimbursement for the County through NJDOT for all reimbursable construction items. When overseeing construction and inspecting, our staff will be aware of any potential problems concerning safety, meeting the NJDEP requirements on stream encroachment & wetlands, meeting the requirements as set forth by the Gloucester County Soil Conservation District, etc.

Federici & Akin, P.A. has a full surveying department prepared to aid the County with their services upon request from the County.

Our inspection department is fully prepared to inspect County bridges and dams and prepare inspection reports. We will assign a single inspector to any project that arises for the entire length of the construction phase. The inspector for the project will be required to be present during all aspects of the construction work. Our inspectors are well versed in required traffic control procedures for providing proper safety in the area of jobsites to both workers and passersby alike. The resumes of our inspectors have been attached for your use. Federici & Akin, P.A. has recently added a member to its staff with first hand experience in Gloucester County engineering and bridge projects.

We understand the billing procedures of the County since we have successfully completed projects in the past. A narrative of work performed per billing period will accompany each bill.



Section D – Experience of Firm

Roadway Design

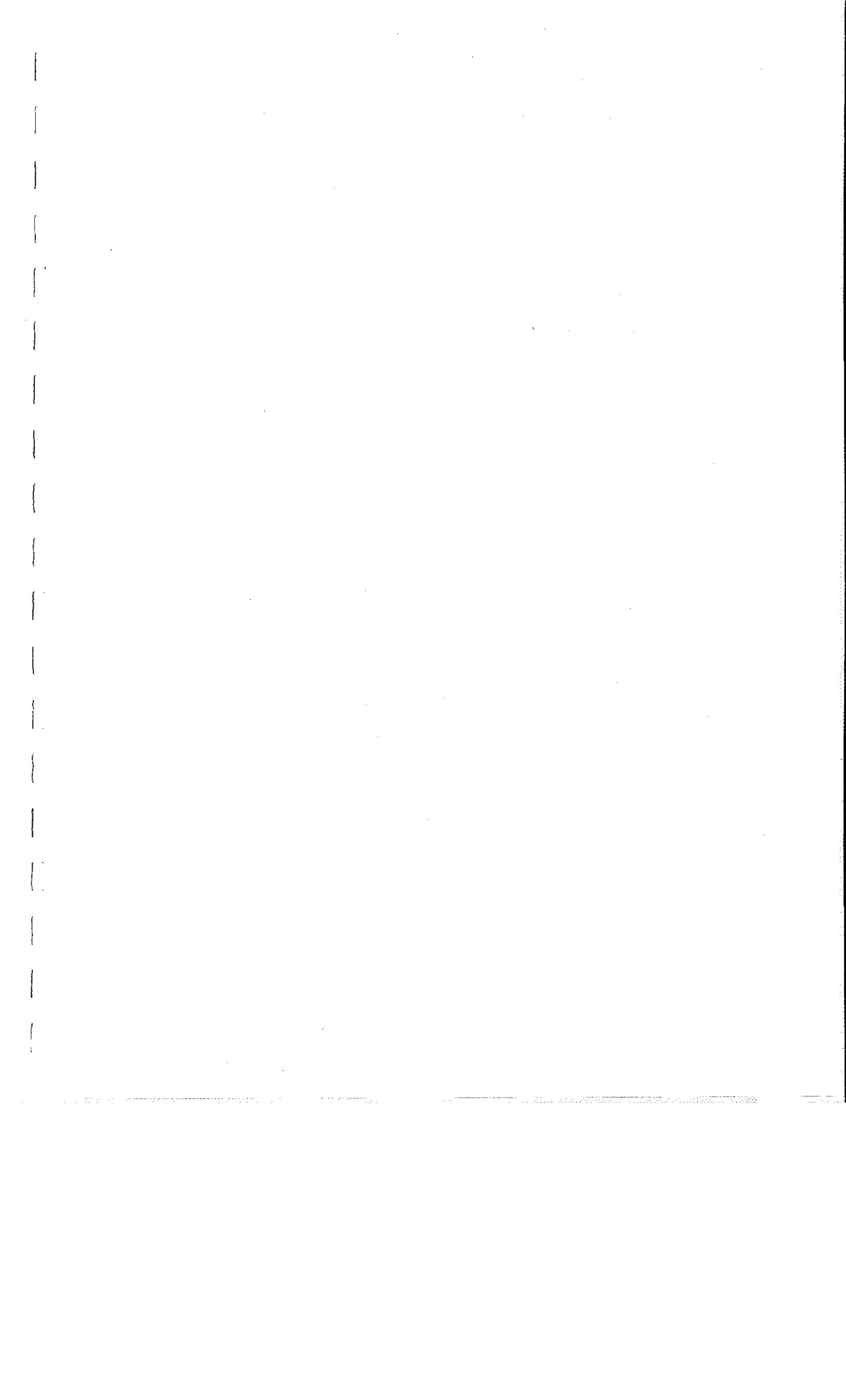
The staff of Federici & Akin, P.A. has designed and rehabilitated numerous roadways and infrastructure systems through State Aid and County Aid Funding Sources. We are very familiar with the funding systems and state aid agreements, application process and reimbursements. Our engineering resources include surveying, design, environmental, permitting, cost estimating & value engineering, preparation of contract documents, bid phase services, construction management and reimbursements.

Our transportation engineering staff has years of experience and established working relationships with various County and has State Agencies such as the Division and Local Government Services (Local Aid), Casino Reinvestment Development Authority (CRDA), New Jersey Highway Authority (NJHA), and the Engineering Departments for the Counties of Gloucester, Burlington, Camden, Salem, Cumberland, and Atlantic, all in New Jersey.

A brief listing of State Aid and capital projects performed by our firm and staff members is included below:

Year	Project Name & Public Entity	Project Description
2012	Resurfacing of County House Rd Phase 2 East Greenwich	Resurfacing of County House Rd using funding from the FY 2012 NJDOT Local Aid Program. Milling, resurfacing, drainage, including grading design, signage, striping, milling and resurfacing limits, and traffic control.
2012	Resurfacing of Thompson Avenue, Swedesboro	Resurfacing of Thompson Avenue. Milling, resurfacing, drainage, including grading design, curbing, sidewalk, signage, striping, milling and resurfacing limits, and traffic control.
2012	East Atlantic Avenue, Mantua Township	Resurfacing of East Atlantic Avenue using funding from the FY 2012 NJDOT Local Aid Program. Milling, resurfacing, drainage, including grading design, signage, striping, milling and resurfacing limits, and traffic control.
2012	Resurfacing of Caulfield Avenue, Deptford Township	Resurfacing of Caulfield Avenue using funding from the FY 2012 NJDOT Local Aid Program. Milling, resurfacing, drainage, including grading design, signage, curbing, sidewalks, striping, milling and resurfacing limits, and traffic control.
2011	Resurfacing of County House Rd, East Greenwich	Resurfacing of County House Rd using funding from the FY 2010 NJDOT Local Aid Program. Milling, resurfacing, drainage, including grading design, signage, striping, milling and resurfacing limits, and traffic control.
2011	Reconstruction of Delaware Street, Woodbury	As Woodbury City Engineer, we combined three years of NJDOT grant funding from 2008-2010 to complete the surveying, mapping, and design of the resurfacing, utility improvements, and safety improvements.
2011	Resurfacing of Local Roads, Deptford Twp	Resurfacing and safety improvements for the 2011 Deptford Township Local Road Program including Narraticon Parkway, Grove Court, Lindsey Lane, Carteret Avenue, and Ivanhoe Avenue.
2010	Resurfacing of Kings Highway CR 551	Resurfacing Improvements to sections A & B, federal aid, Gloucester County, Mantua & East Greenwich Township
2010	Reconstruction/Resurfacing of Union Road, East Greenwich	Resurfacing of Union Road in East Greenwich. Milling, resurfacing, drainage, including grading design, signage, striping, milling and resurfacing limits, and traffic control.

2009	Reconstruction/Resurfacing of Kings Highway CR 620, Woodstown, Salem County	As Salem County Engineer Consultant, FA completed the surveying, mapping and design of the resurfacing and safety improvements of nearly 3-miles of Kings Highway, including full topographic survey, design plans, grading, drainage, super-elevations, signage improvements, etc. Project was funded with NJDOT Grants thru the Trust Fund. Cost amounted to \$1.8M.
2009	Reconstruction/Resurfacing of Pointers Auburn Rd (CR 646), Salem County	As Salem County Engineer Consultant, FA completed the surveying, mapping and design of the resurfacing and safety improvements of nearly 5-miles of Pointers-Auburn Road (CR 646), including full topographic survey, design plans, grading, drainage, signage improvements, etc. Biggest concern along this road was erosion issues along farmlands, where soils were non-vegetated, causing major siltation of county-owned storm crossings. Project was funded with NJDOT Grants thru the Trust Fund. Cost amounted to \$1.0M.
2009	Reconstruction/Resurfacing of Pointers Hawks-Bridge Road (CR 540), Salem County	As Salem County Engineer Consultant, FA completed the surveying, mapping and design of the Federal ARRA TE Grant project for the resurfacing and safety improvements of nearly 6-miles of Pointers-Hawks Bridge Road (CR 540) including fast-track design plans, signage improvements, etc. Project is funded with 2010 NJDOT Grants thru the ARRA TE Grant fund from the FHWA. Cost amounts to \$1.8M.
2009	Reconstruction/Resurfacing of Yorktown Road, Salem County	As Salem County Engineer Consultant, FA completed the surveying, mapping and design of the resurfacing and safety improvements of 2.4-miles of Yorktown Road, including full topographic survey, design plans, grading, drainage, signage improvements, etc. Major design concerns with deep longitudinal ditches posed problems with meeting NJDOT Design Manual for obstructions. Design includes significant re-grading operations to improve slopes along farmer's ditches. Project was funded with NJDOT Grants thru the Trust Fund. Cost amounted to \$1.0M.
2009	Reconstruction/Resurfacing of Delaware Street; Including complete sanitary sewer rehabilitation. Woodbury City	As City Engineer, FA completed the surveying and design of the resurfacing and curb/sidewalk improvements along the roadway. However, this project requires the design and construction management of the rehabilitation of the 100-year old Terra-Cotta Gravity Sewer Main system prior to the NJDOT funding the roadway resurfacing. Concurrently, FA is designing and preparing to complete the 'Cured-in-place' pipe rehabilitation process with complete sewer lateral replacement, however, this design is very difficult since the system is over 20-foot deep, thus creating a constructability concern. The total cost for these improvements is in excess of \$0.9M.
2009	Reconstruction/Resurfacing of Cedar Avenue, Mount Ephraim	As Borough Engineer, FA completed the survey, design and construction management of the Municipal Aid project to improve Cedar Avenue. This improvement posed problems since the entire sub-grade consisted of 100-percent green clay, thus requiring special design schemes to keep the project within the state aid budget. The cost of this project amounted to \$0.125M.
2009	Reconstruction/Resurfacing of Evergreen Avenue, Mantua Township	As Township Engineer, FA surveyed, designed and managed the roadway widening and drainage improvement project, which fronts along the Evergreen School. This project was done expeditiously, so the roadway would be re-opened prior to the 2009 school season commencing. The cost amounted to nearly \$0.30M.
2009	Reconstruction/Resurfacing of Deptford Center Road, Deptford Township	As Township Engineer, FA surveyed, designed and managed the roadway resurfacing and traffic signal improvement project, which fronts along the Deptford Mall. This project was done expeditiously, so the roadway would be re-opened prior to the 2009 Christmas shopping commencing. The cost amounted to nearly \$0.50M.
2008	Reconstruction/Resurfacing of Elm Avenue, Pitman Borough	Resurfacing of Elm Avenue, from Lambs Road to Woodland Avenue. Pulverizing, milling, reconstruction, concrete curbing, incidental driveways and accessibility ramps, and replacement of all curb pieces. NJDOT Municipal Aid Program



2008	Reconstruction of Green Avenue, Mount Ephraim Borough	Reconstruction of Green Avenue from Municipal Boundary to Northmont Ave. Milling and resurfacing of asphalt as well as replacement of existing concrete curb, gutter, and driveways.
2008	Resurfacing of Third Avenue, Mount Ephraim Borough	Resurfacing of Third Avenue from the Black Horse Pike to Delaware Avenue. Milling, resurfacing, drainage, including grading design, signage, striping, milling and resurfacing limits, and traffic control.
2008	Resurfacing of Fifth Avenue, Mount Ephraim Borough	Resurfacing of Fifth Avenue using funding from the FY 2008 NJDOT Local Aid Program. Milling, resurfacing, drainage, including grading design, signage, striping, milling and resurfacing limits, and traffic control.
2008	Mania Local Roads Program	Resurfacing & Safety Improvements to Eachus Rd., Norwood Ave., West Sussex Ave., Cape May Ave., and Passaic Ave./West Union Ave.
2008	Reconstruction of West Centre Street – From Broad St. to Jackson St.	Our services for this job included survey, design, permitting, technical specifications, contract management, full-time inspection, and compliance with the NJDOT Local Aid Requirements for State Aid Participation. Project also involved full engineering and inspection of the sanitary sewer rehabilitation using the Cured-in-place Pipe Process, thus resulting in minimal disturbance to the existing concrete roadway.
2008	Resurfacing & Safety Improvements to CR 551 – Kings Highway	Resurfacing & Safety Improvements to CR 551 Kings Highway, from Quaker Road to Whiskey Mill Road. Milling, reconstruction, drainage, including grading design, signage, striping, milling and resurfacing limits, and traffic control.
2007	Resurfacing and Improvements to Marion Avenue, Deptford Township	Milling, reconstruction, drainage, including grading design, signage, striping, milling and resurfacing limits, and traffic control.
2007	Reconstruction of Green Avenue and Third Avenue, Mount Ephraim Borough	Milling, reconstruction, drainage, including grading design, signage, striping, milling and resurfacing limits, and traffic control.
2007	Deptford Township Road Program	Milling, resurfacing, signage, striping, milling and resurfacing limits, and traffic control of Division Street, Ivy Lane, Harvard Avenue, Ponto Avenue, and Ridge Drive.
2007	Resurfacing and Improvements to Snyder Avenue and Elm Avenue, Pitman Borough	Milling, resurfacing, drainage, including grading design, signage, striping, milling and resurfacing limits, and traffic control.
2007	Resurfacing & Safety Improvements, Salem County Road Program	Milling, resurfacing, drainage, including grading design, signage, striping, milling and resurfacing limits, and traffic control of three roads for 3–5 miles each (Garden Road, Glassboro Road, and Buck Road).
2006	Resurfacing & Safety Improvements to Kings Highway (1.68 miles), Gloucester County, New Jersey	Milling, resurfacing, drainage, including grading design, signage, striping, milling and resurfacing limits, and traffic control.
2006	Resurfacing & Safety Improvements to Ogden Road (1.15 miles), Gloucester County, New Jersey	Milling, resurfacing, widening, guide rail, drainage, including grading design, drainage, signage, striping, milling and resurfacing limits, and traffic control.
2005	Resurfacing and Safety Improvements to Kings Highway, Phase V, Salem County, New Jersey	Milling, resurfacing, widening, guide rail, drainage, including grading design, drainage, signage, striping, milling and resurfacing limits, and traffic control. Project involved major design concerns with extreme cross-slope issues.

2005	Resurfacing and Safety Improvements to Buck Road, Phase II, Salem County, New Jersey	Milling, resurfacing, widening, guide rail, drainage, including grading design, drainage, signage, striping, milling and resurfacing limits, and traffic control. Project involved major design issues due to wetlands and stream crossings along large portions of the roadway.
2004-2005	Resurfacing and Drainage Improvements to East Avenue, Borough of Swedesboro	Milling, resurfacing, and the installation of a network of sub-base outlet drainage structures, under drains, and interconnections to private sump pump discharge lines that drained into the street.
2004-2005	Drainage Improvements and Resurfacing of Madison Avenue, Borough of Newfield	Milling, resurfacing, and the installation of a new storm drainage system to alleviate flooding problems.
2004-2005	Resurfacing & Safety Improvements to Main Road (4.2 Miles), Gloucester County, New Jersey	Milling, resurfacing, widening, guide rail, drainage, including grading design, drainage, signage, striping, milling and resurfacing limits, and traffic control. Project involved major design rehabilitation issues due to existing surface course failure.
2003	Resurfacing of Weatherby, and Vanneman Avenues, Borough of Swedesboro	Milling, resurfacing, and concrete repairs to existing roads that experience surface failures.
2002-2003	Widening & Improvements to College Drive (CR 555) Cumberland County	Project for Cumberland County College to facilitate expansion of parking lots and on-site roadways which were also designed by F&A, project consisted of improvements to 2,000 l.f. of roadway, including widening of College Drive to provide left-turn storage lanes, striping, grading and profiles, drainage, and traffic control, all in accordance with NJDOT Design Manual, NJDOT Standard Specifications, AASHTO, and MUTCD



Intersection Design

Our firm has performed several projects requiring intersection geometry design. Our staff has prepared the design of signalization, channelization and LTS Plans for several projects.

A brief listing of intersection design projects performed by our firm and staff members is included below.

Year	Project Name	Project Description
2010-2011	Barnsboro Road	Intersection Improvements to Barnsboro Road in Mantua Township. Final design, storm water management, and soil erosion plans completed.
2009	Deptford Center Road, Phase II	Continuation of a NJDOT Local Aid project for the resurfacing and safety improvements to Deptford Center Road from the Deptford Mall Entrance to the Outback Steakhouse.
2008	Deptford Center Road, Phase I	NJDOT Local Aid project for the resurfacing and safety improvements to Deptford Center Road from the Deptford Mall Entrance to Route 41. The improvements included modifications and redesign of the intersection of Deptford Center Road, the Best Buy Drive, and the Applebee's Drive. The Best Buy Drive was re-graded to eliminate a dip that previously caused vehicles to bottom out. The layout of the striping of the intersection was modified to increase the safety for motorists while performing left hand turning movements. Video detection systems, pedestrian buttons with signs, handicap ramps, and crosswalks were installed at the intersection to provide pedestrians with safe routes to cross the busy intersection.
2008	Harbor Place	Preliminary and final site plan for a shopping plaza expansion where the traffic impact was a major concern. Our design involved removing the left-turn movements from the county roadways, and modifying the signalized intersections to accommodate for added left-turn movements.
1999	Realignment & Reconstruction of the Intersection of Good Intent Road and Lower Landing Road	Local Aid project for realignment and reconstruction of the intersection of Good Intent Road and Lower Landing Road in Gloucester County, design and NJDEP General Permits/Waterfront Development applications for the redesign of a dangerous intersection that has been the site of multiple fatal accidents. The intersection is bound by wetlands on all sides thus requiring special engineering analysis to minimize wetlands disturbance.
1999	Rahway and Homestead Avenues Intersection	Local Aid project for Widening and signalization project in Woodbridge Township, Middlesex County, New Jersey, project was designed in metric units in accordance with Federal Standards for metrification; including full traffic study, signal design; NJDOT approvals, final construction plans, etc. Parcel acquisitions required at all four (4) corners.
1998	Intersection Improvements of Harrisonville-Ferrell Road	Local Aid project for reconstruction, widening, and intersection improvements in South Harrison Township, for the County of Gloucester, involved surveying, design, grading, drainage, general property mapping, storm management of new impervious areas, cross-sections, profiles, drainage, traffic striping, and signing, all in accordance with NJDOT Design Manual, AASHTO, and MUTCD.
1998	Commerce Bank & CVS Pharmacy and Retail Stores	Intersection and roadway improvements, lane realignment for three county roads. Preparation of LTS Plans.



Bridge Design

The staff of Federici & Akin, P.A. (F&A) has designed and rehabilitated several large culverts in association with site improvement projects. F&A does not provide full-scale bridge design services.

A brief listing of culvert design projects performed by our firm and staff members is included below.

Year	Project Name	Project Description
2009	Pedestrian Bridge, High Hill Park, Woolwich Township	Construction of Pedestrian Bridge No. 1 over a Tributary to Raccoon Creek at High Hill Park In the Township of Woolwich. 28 foot glue laminated timber bridge with glue laminated pile caps.
2007	Bridge Scour Action Program	Assisted in management of ongoing development of scour action plans for scour critical bridges, to include review and editing of proposed draft action plans, adjustments in the scope of services for unforeseen conditions, and scheduling and progress meetings with the consultant.
2007	Emergency Repairs to Pedricktown Road Bridge	Prepared emergency deck repair details and worked with the Salem County Road Department to fabricate customized connection plates and to obtain and review quotes for emergency replacements of deteriorated areas of the timber deck.
2007	Scoping and Bid Reviews for Salem County Engineering	Assisted Salem County with the oversight of the bridge inspection program and with the preparation of requests for qualifications and scope of services for design of repairs to Kings Highway over Salem Creek, Pedricktown Road Bridge, and the Swedesboro-Woolwich Road over Salem Creek.
2007	Pitman Golf Cart Bridge	Construction Management & Inspections of Gloucester County Engineer for a glue-laminated timber bridge with a single span 84 feet in length with an 8-foot wide cartway and glue-laminated curbs and railings.
2006	Hawks Bridge, County of Salem	Our work was construction management, oversight assistance to the county engineer for construction of pre-cast arched bridge replacement with wing walls, plywood foundations, guide rail and roadway approaches.
2004	Repairs to Hancocks Bridge, Salem-Hancocks Road	Oversight of repairs to County owned bridge, including construction management, inspection, and design of field changes
1986	West Avenue Drainage Improvements	Stormwater drainage improvements and culvert design Project Manager and Engineer, duties included design of storm water drainage improvements and structural design of culvert at shallow railroad crossing.



Drainage Design

F&A are the Planning Board engineers for various communities in the South Jersey area, which involves review of Storm water management facilities for individual projects in relation to the community's entire storm water management system. The firm has also designed numerous large subdivisions in the county, requiring site drainage design, including piping, inlets, and storm water detention basins.

A brief listing of drainage design projects performed by our firm and staff members is included below.

Year	Project Name	Project Description
2011	East Greenwich Public Works	Design site plan and storm water management plan for public works garage and well house #4.
2010	Gloucester County College	Parking lot expansion and storm water management and drainage design.
2008	Woodbury Soccer Annex	Designed off-site drainage design that tied into existing county drainage to alleviate flooding of soccer complex.
2008	Harbor Place	Plaza expansion including a commerce bank and retail shopping center which required a full drainage report and storm-water detention system. Special drainage structures were required to reduce negative impacts to downstream waterways, wetlands, etc. Acquired storm-water and discharge permits from the NJDEP
2006	Cumberland County College Phase II	Project for Cumberland County College to facilitate expansion of parking lots and on-site roadways which were also designed by F&A, project consisted of improvements to roadway, grading and profiles, and drainage.
2004	White Oak Estates, Franklin Twp., NJ	Design on an on-site drainage system utilizing grass swales, shallow water quality detention basins and alternative inlet and piping methods.
1996	Four Intersections Project	Design of storm structures at intersections within railroad influence lines, duties included detailed design of special storm structures within railroad influence lines, including structural design and stormwater management, development of cross-sections, profiles, earthquake analysis, permits, and utility relocation
1994	Ivy Lane Drainage Improvements	Analysis of existing drainage system in Cherry Hill, NJ, project included analysis of stream channel and existing storm water drainage system; design of drainage system and stream channel improvements, including box culvert and special storm structures.
2001	Commerce Bank Corporate Headquarters Cherry Hill, NJ	Design of an underground storage system for stormwater with an off-site extension through commercial properties.



Utility Engineering & Planning

The staff of F&A has performed several projects requiring utility-engineering services. The staff is well versed in applicable regulations and projects are designed in conformance with current NJDEP, GCUA, MMUA standards, along with local and county zoning ordinances & land development regulations.

A brief listing of planning & utility engineering projects performed by our firm and staff members are included below:

Year	Project Name & Public Entity	Project Description
2011	Well house # 4 EGT	Design, permits, bid phase services, and construction management for the construction and operation of a new production well located on Rattling Run Rd. in East Greenwich Township.
2011	Well #3 Chlorination Tank	Design, permits, bid phase services, and construction management for the construction and operation of a new chlorination tank on County House Rd. in East Greenwich Township.
2010-present	GCUA 2 – Gloucester County Non-Consolidated Waste Water Management	Planning and Analysis for the design and location selection of pump stations and force mains for the GCUA 2. Location selection of the DuPont plant as the site of the Treatment Plan.
2010-present	MMUA 1.0 MG Concrete Water Storage Tank	Design, permits, bid phase services and Construction Management for the construction and operation of a new 1.0 MG Concrete Above Ground Water Storage Tank.
2007-present	1.0 MG Concrete Above Ground Water Storage Tank Design – located on Clearview Ave.; Woodbury Heights; City of Woodbury	Currently developing feasibility studies and applying for local approvals and state approvals to remove the 100-year old brick and concrete below grade reservoir located at the end of Clearview Avenue, in Woodbury Heights. The City is considering replacing the reservoir with a new 1.0 MG Concrete Above Ground Tank, thus requiring full engineering, NJDEP permits and local approvals at the Borough of Woodbury Heights.
2007	MMUA Well No. 12 Facility & 7-mile water main extension; MMUA	Design, permits, bid phase services and Construction Management for the construction and operation of a new production well located on Coles Mill Road; along with 7-miles of 12-inch CLDIP water main extension from Well No. 12 to the existing distribution system located on Malaga Road, thus providing potable water to the Victory Lakes developments and many other residential areas; Project involved major engineering and environmental studies to satisfy the NJ Pinelands Commission, mainly due to existence of wetlands and endangered species in the area.
2007-Present	Timber Lakes Water Main Extension; 3.0 miles; MMUA	Engineering, permits and construction management for the construction of 3-miles of 12-inch and 8-inch CLDIP water mains thru a contamination zone comprised of over 90-residences. Area is contaminated with Volatile Organic Compounds, thus requiring that all existing homes with private wells be abandoned and immediately hooked-up to public potable water. This project is funded thru the NJDEP Remediation Department. Project required accelerated engineering and permitting techniques to acquire approvals at both the NJ Pinelands Commission and NJDEP. Cost in the range of approx. \$1.60M.
2006-Present	Piney Point Water Main Extension; 4-miles; MMUA	Engineering, permitting, design, public bidding, and construction management for the construction of 4-miles of 12-inch CLDIP water mains, to interconnect the existing terminating mains on Malaga Road to the proposed Well No. 12 Facility on Coles Mill Road. Project required special engineering task to safely and properly cross beneath Upper Victory Lake, consisting of a 600-linear foot Directional Drill Operation, using High Density Polyethylene Piping Material. Project also provides water to a contamination zone known as the Timber Lakes Development. Approximately construction cost of \$2.2M.

2001-Present	Well No. 12 Production Well, Well House, etc. MMUA	Engineering, permitting, bidding and construction management for the construction, testing and operation of a new Well Facility and Well House, which is now connected to the new Piney Point Water Main Network, providing potable water to the Timber Lakes Contamination Zone. Construction Cost was approximately \$1.0M.
2006-2007	Route 322 Water Main Extension & Interconnect with Glassboro; MMUA	Fast-track engineering and permitting to acquire all needed regulatory permits to construct a 2.0 mile long 12-inch CLDIP water main extension and 'interconnect' with the Borough of Glassboro, along the shoulder and beneath the pavement of State Route No. 322. Project required accelerated design and bidding schedule of only 3-months, to acquire local and state permits, NJDOT Permits, etc., and to complete the installation and energize main prior to the Summer-time demand.
2003-2007	Two Concrete Above-Grade Water Storage Tanks; MMUA	Engineering, design, permitting and construction management of the construction of two (2) Concrete Water Storage Tanks, with a capacity of 2.0 Million Gallons per tank. Each tank is equipped with booster pump houses, auxiliary power, and full site improvements. Tanks are located along Black Horse Pike and Tuckahoe Road. Approximate cost was \$2.0M each tank.
2003-2005	Equalization Tank Pump Upgrades & Auxiliary Power; MMUA	Engineering, permitting, plant design for the upgrade of the old Flygt Pumps, electrical service and auxiliary power for the plant. \$500,000 capital project to improve the pumping capacity of the equalization tank facility, accounting for the growth of the service areas.
2001-2004	Eastwoods Water Main Extension & Water Service Connections; MMUA	Engineering, permitting and construction management for the construction of nearly 2-miles of 8-inch CLDIP water mains, thru the Crystal Lakes Development to service over 70-homes that were contaminated with Volatile Organic Compounds (VOC's). Project was funded thru the NJDEP Spill Fund, and required full permitting and management for full NJDEP reimbursement. Project required full-time management to complete the location and abandonment of each contaminated well within the contamination zone.
2006	Water and Sewer Replacement Project; Whitman Drive, Forrest Drive, & Schoolhouse Lane WTMUA	Design, permitting, and construction management of water and sewer system replacement, including demolition, pavement restoration, material upgrades, bypass pumping, staging, etc.
2001-2005	Water and Sewer Replacement Projects; Greenwood Drive & Shady Lane WTMUA	Design, permitting and construction management of the 2,500 linear feet water and sewer system replacement, including demolition, pavement restoration, material upgrades, bypass pumping, staging, etc.
2001-2008	Central Radium Treatment Plant, Wells 10, 11, 19 & 28 WTMUA	Engineering, permitting, plant design, construction management for the construction of one central plant to treat and remove radio nuclides from four (4) K.O.C. aquifer wells, in accordance with current safe drinking water standards. Plant is new technology, not requiring any "discharge to sanitary sewer," thus making system very environmentally safe.
2005	Water and Sewer GIS Based As-built mapping of existing facilities WTMUA	Engineering and mapping of an updated GIS based ArcView Map of the water and sewer network of the entire town, for use in applying for NJDEP Safe Drinking Water Permits.
2005	208 Amendment - Atlantic County Wastewater Management Plan; St. Augustine Preparatory	F&A prepared the planning documents for Atlantic County 208 Wastewater Management Plan Amendment. This amendment was for a parcel addition as to allow a discharge to groundwater of 17,100 gpd.



Land Surveys

F&A also boasts a well-experienced surveying staff with two (2) licensed land surveyors who have participated in or have supervised hundreds of surveying projects including topographic, outbound, horizontal and vertical control, construction layouts, as-built and hydrographic surveys. They have also gained valuable experience in the use of Global Positioning System (GPS) surveying for performing large-scale outbound surveys, traverses, bench runs, farmland preservation surveys, etc.

Our staff is also knowledgeable in the Geographic Information Systems (GIS) for municipal infrastructure mapping with ESRI ArcView Information Management Software.

Survey services provided by F&A include topographical surveys, boundary line surveys, construction control stakeouts, property line disputes, subdivision layout, flood certifications and route surveying. Our firm has performed numerous boundary surveys and utility extension surveys, which required the establishment of county road alignments. Plans of surveys are provided on fully automated computer aided design and drafting systems utilizing AutoCAD 2006 and Land Development Desktop. All drawing files can be supplied to the client in electronic format.

Our Right-of-way Department has recorded over 25 years prior experience working for the State of New Jersey in the fields of engineering, right-of-way, land acquisition, etc. Federici & Akin provides an exemplary level of engineering and management experience that will enable our office to complete the highest level of accuracy while implementing current "Quality Assurance/Quality Control" standards adopted by various governmental agencies.

A brief listing of land surveying projects is included below.

Year	Project Name	Project Description
2011	SummerJade Stables	Plan of Survey for 6.21-acre tract, to include topographical features and contours, all visible structures and non-visible easements for a Right-To-Farm Dispute with Gloucester County
2011	Alfio Patane Farm	Plan of Survey for Gloucester County Land Preservation Land Acquisition, responsible for GPS Horizontal Control, Establish State Plane Grid & Ground Coordinates, Proposed ROW Lines & Exception Lines Following Farmland Preservation Standards for a 127.11 Acre Tract.
2011	Richard DeMaris Property	Plan of Survey for Gloucester County Land Preservation Land Acquisition, responsible for GPS Horizontal Control, Establish State Plane Grid & Ground Coordinates, Resolve Boundary Lines, Proposed ROW Lines & Exception Lines Following Farmland Preservation Standards for a 15.34 Acre Tract.
2010	Gloucester County Farmland Preservation	Farmland Preservation Surveys for Gloucester County Land Preservation Department on Four properties totaling 262.8 acres of land.
2010	Deptford Township Board of Education	Plan of Survey for both Oak Valley School (11.37 acres) and Shady Lane School (20.68 acres).
2010	Rowan University	Plan of Survey for site acquisition in the Borough of Pitman for Rowan University totaling 14.55 acres.
2010	D.R. Horton	Construction layout and services for Aberdeen Communities in Clayton, NJ.
2010	Logan Generation Station	Wetlands Conservation Easement in Logan Township. (12.12 acres)
2009	Alloway Township, Salem County	Plan of Survey for a 75 acre section of land in Alloway Township
2009	Deptford Township Recreation and Youth Football.	Plan of Survey and partial topography of 18 Acres of Woodlands and Recreational Baseball Fields and 8 acres of land for football fields in the Township of Deptford



2009	Gloucester County Farmland Preservation	Gloucester County Farmland Preservation, 79 Acres in Woolwich Township, involving State Riparian Rights and Tidewater Claims. Responsible for GPS Control, Data Collection & Direction of Field Crews.
2009	Gloucester County Farmland Preservation	Gloucester County Farmland Preservation, 84 Acres in Franklin Township. Responsible for GPS Horizontal Control, Data Collection & Direction of Field Crews, Establish State Plane Grid & Ground Coordinates, Resolve Boundary Lines, Proposed ROW Lines & Exception Lines Following Farmland Preservation Standards
2009	St. Augustine High School	N.J. State Plan to coordinate placement on 11 monitoring wells in Buena Vista Township, Atlantic County for sewer disposal within the Pinelands Region and Topography for the proposed solar panels.
2008	Woolwich Township Farmland Preservation Surveys	Plan of Survey for Woolwich Township Farmland Preservation program to acquire two separate tracts of land consisting of 77 and 22 acres. Responsible for GPS Control, Data Collection & Direction of Field Crews.
2008	Burlington City Recreation Dept.	Plan of Survey for Burlington City Recreation Department's proposed miniature golf course. Conducted a field survey to recover/establish local benchmarks, local topography, and existing conditions.
2008	Gloucester County Farmland Preservation Program	Plan of Survey for Gloucester County Land Preservation of the 12 acre Stoyko Farm. Responsible for GPS Control, Data Collection & Direction of Field Crews.
2008	Woolwich Township	Boundary Survey of two Nike Bases for township purchase
2007	Mantua Township Lambs Road	Plan of Survey for 35-acre tract, to include topographical features and contours, all visible structures and non-visible easements, wetlands delineation and Letter of Interpretation Application preparation and submission to NJDEP
2007	Green Acres Acquisition	Plan of Survey for Gloucester County Land Preservation Land Acquisition, responsible for GPS Horizontal Control, Data Collection & Direction of Field Crews, Establish State Plane Grid & Ground Coordinates, Resolve Boundary Lines, Proposed ROW Lines & Exception Lines Following NJDEP Green Acres Program Standards
2007	Gloucester County Farmland Preservation Program	Plan of Survey for Gloucester County Land Preservation Land Acquisition, responsible for GPS Horizontal Control, Data Collection & Direction of Field Crews, Establish State Plane Grid & Ground Coordinates, Resolve Boundary Lines, Proposed ROW Lines & Exception Lines Following Farmland Preservation Standards
2006	Fire Training Facility	Plan of Survey for Gloucester County College, responsible for GPS Control of entire project, data collection of existing features, survey of lot for minor subdivision.
2006	Gloucester County Farm Survey	Plan of Survey for Gloucester County Land Preservation, responsible for GPS Control, Data Collection & Direction of Field Crews.
2004	Green Acres Survey	Plan of Survey for Gloucester County Land Preservation Land Acquisition, responsible for GPS Horizontal Control, Data Collection & Direction of Field Crews, Establish State Plane Grid & Ground Coordinates, Resolve Boundary Lines, Proposed ROW Lines & Exception Lines Following NJDEP Green Acres Program Standards
2003	Road Widening of College Drive (CR No. 628)	Improvements to County Roadway Fronting Cumberland County College, responsible for GPS Control of entire project, data collection of existing features for use in preparation of base maps for road design, survey of existing right-of-way



2002-2003	Monroe MUA GIS Plan	GIS Master Plan for the Monroe Municipal Utilities, responsible for coordinating field crews, survey technicians, drafting department for updates to MMUA Master Plan using GPS equipment to locate structures and keep a database of the existing system, similar duties for Deptford MUA and Washington Township MUA GIS Master Plans
2002-2003	Gloucester County Farmland Preservation Program	Surveys of 9 farms in 2003, consisting of 156 acres; Surveys of 11 farms in 2002, consisting of 453 acres, responsible for Horizontal GPS Control and preparation of surveys in accordance with the State Agriculture Development Committee Survey Standards



Special Grant & State/Federal Aid Projects

The firm of F&A has dealt with a variety of projects that included grant aid. Our work has included the design of roadways, utility improvements, pedestrian walkways, parking lots, landscaping, and even traffic calming measures.

The following is a brief listing of grant monies secured by our office for Salem County, Borough of Mount Ephraim, City of Woodbury, and Deptford Township over recent years:

Year	Client	Type of Funds	Grant Monies Secured
2008	City of Woodbury	New Jersey Department of Transportation	\$500,000.00
2004-2007	County of Salem	New Jersey Department of Transportation	\$6,252,000.00
2005-2007	County of Salem	South Jersey Transportation Planning Organization	\$3,492,364.00
2008	Borough of Mount Ephraim	New Jersey Department of Transportation	\$150,000.00
2007	City of Woodbury	New Jersey Department of Transportation / Green Acres	\$806,000.00
2007	Township of Deptford	New Jersey Department of Transportation	\$650,000.00
2007	Township of Deptford	Community Development Block Grant	\$50,000.00

A brief listing of grant and state/federal aid projects prepared by F&A with their individual project descriptions is included below.

Year	Project Name	Project Description
2004	Gloucester County Library Expansion in Swedesboro	Major library expansion including parking lots, alternative access, accessible routes, lighting, cooperation with architect, etc.
2004-2005	Swedesboro Borough Hall Historic Site Building Renovations	Submitting the FY2005 NJDCA Statewide Livable Communities Grant Application for the municipal building, which was constructed in 1915 and is in dire need or rehabilitation to save the historic building. The repairs needed included brick and lintel replacements, roof leak repairs, new ceilings, interior lighting, door replacement, clock tower restoration, tile flooring etc.
2004-2006	Swedesboro Central Business District Streetscape – Pedestrian Transportation Enhancement along Kings Highway - Phase I	NJDOT Transportation Enhancement SA-96 Aid Application, Design, and construction management services of the downtown business district pedestrian improvements that includes functional historic lighting, decorative paver sidewalks, landscaping, pedestrian/bicycle accessibility, ADA Compliance, traffic calming measures, etc.
2007	Swedesboro Central Business District Streetscape – Pedestrian Transportation Enhancement along Kings Highway - Phase II	NJDOT Transportation Enhancement SA-96 Aid Application, Design, and construction management services of the downtown business district pedestrian improvements that includes functional historic lighting, decorative paver sidewalks, landscaping, pedestrian/bicycle accessibility, ADA Compliance, traffic calming measures, etc.
2008 - Present	Mt. Ephraim – Kings Highway Streetscape Phases I and II.	NJDOT Transportation Enhancement Applications thru Local Aid Offices yielded over \$500,000 in FHWA grants, for the improvements of the borders of Kings Highway, thru Mt. Ephraim, of which two out of three phases are now funded. The project includes full survey and design along with meeting the ARRA TE funding requirements promulgated by the FHWA.

2008 - Present	City of Woodbury – CDBG Grants for Handi-cap Ramp installations – City-wide	The City has been successful for two-years straight in acquiring CDBG Grants in the amount of nearly \$80,000 for the construction of ADA compliant handicap ramps with the HUD allowable zones, city-wide. The City will apply for this handi-cap ramp program each year until the city complies fully with ADA standards on all public streets.
2008 - Present	Mt. Ephraim Borough – CDBG Grants for Handi-cap Ramp installations – Borough-wide	The Borough has been successful in 2008 in acquiring CDBG Grants in the amount of nearly \$40,000 for the construction of ADA compliant handicap ramps with the HUD allowable zones, borough-wide. The Borough will apply for this handi-cap ramp program each year until the borough complies fully with ADA standards on all public streets.
2008 - Present	City of Woodbury – NJDEP Green Acres Grant 0822-034-22 – Woodbury Soccer Complex and Wing-Dickerson Park Improvements.	The City, with our assistance, has successfully acquired \$1.0M in NJDEP Green Acres Grant Monies, over a 3-year period, to construct a new soccer complex, located on Tacoma Boulevard, and completely reconstruct the Wing-Dickerson Park located on Carpenter Street. FA was responsible for the applications, estimating, design plans, permits, local approvals, construction management.
2009 - Present	Borough of Pitman – USDA Grant for 250,000 Gallon Elevated Steel Water Storage Tank Construction Project	The Borough, with our assistance, has made application to the USDA for consideration in funding a large portion of the water storage tank replacement project. Since the Borough meets the population and median household income thresholds, the USDA is currently considering funding this project. The cost of this project is approximately \$1.5M.



Value Engineering

F&A is well versed in providing value engineering and cost estimating to all clients, in order to provide the most cost-effective means to improving the infrastructure for new and rehabilitated sites and roadway projects.

It is essential that the engineering process include a complete analysis of construction procedures, material choices, staging options, timetable review and alternatives analyses that include various costs associated with each alternative. The engineers of F&A typically provide an alternative analysis for each infrastructure project, that fully explains the costs associated with each idea, and how such improvements may be altered to improve the cost effectiveness, without sacrificing the quality of the project.

Environmental Studies and Reports

The firm of F&A has dealt with numerous projects in the area of environmental engineering that included N.J.D.E.P. approval. Our work has included the design of structures and their locations in accordance with State and Federal standards. Items include wetlands delineation, general and coastal permits, mitigation, stream encroachment, flood plain analysis, sanitary sewer extensions, water supply and storage facilities, distribution system analysis, wastewater pumping stations and their appurtenances, environmental statements, wastewater treatment plant demolition and flow monitoring for gravity and pressure systems.

F&A has a full time Environmental Scientist to provide the necessary experience and qualifications in the area of Phase I and Phase II Environmental Site Assessments and Reports.

A brief listing of environmental studies and reports prepared by F&A is included below.

Year	Project Name	Project Description
2007	High Hill Road Park	Environmental Permitting for a Pedestrian Bridge
2007	Total Turf Experience	NJDEP Letter of Interpretation, General Permitting, and EIS Report
2006	Piney Point Water Main Extension	Design and permit for 2-mile potable water main extension including New Jersey Pinelands application, safe drinking permit, wetlands permits, dam crossing, construction plans and profiles, and construction management.
2005	Block 151 North Drive Subdivision, Cape May County, New Jersey	32 Lot sub-division and roadway improvements on North Drive in West Wildwood NJ, project consist of CAFRA permit, waterfront development permit, tidelands permit, coastal wetlands delineation, and site planning.
2003 – Present	St. Augustine's College Preparatory School Master Plan Improvements	208 Water Quality Plan Amendment, NJPDES Permitting, Pinelands Permitting
2003	Cumberland County College	Prepare E.I.S. Report and wetlands delineation of isolated wetlands
2002	Friends Home at Woodstown	Prepare E.I.S. Report
2002	Dibella Elevated Water Storage Tank	Pinelands Application
2002	Quail Ridge Subdivision	Freshwater Wetlands LOI, General Permits
2001	Piney Point Watermain	Pinelands Application



Federal and State Permits

Federici & Akin P.A. staff have been involved in obtaining federal and state permits for various projects, below is a brief listing of some of the permits:

Permit	Project Description
FAA Permits	FAA permits required for construction of several elevated water storage tanks for both Monroe MUA and Washington Township MUA, Helicopter Landing Facilities
SCS	Plan Certification and Compliance
US Army Corps of Engineers	NJDEP Permits for Dam Repairs
NJDEP	Stream Encroachment (Flood Plain Delineation, Net Fill, Discharge, and Culvert replacement) Wetlands (LOI, Buffer Averaging, General Fill,) Pinelands Public Development Certification Water Supply (Municipal and Private Production Wells) Water Distribution Systems (Sizing and Configuration) Water Treatment (Chemical Conditioning) Water Storage (Sizing, Design and Location) Spill Fund Compensation (Water treatment funding) Waterfront Development (Water Quality Discharge) & CAFRA UST Closure and Remediation (Removal and Replacement of Underground Storage Tanks)
NJDOT	NJDOT Trust Fund (Road Improvements) NJDOT Major Access Permits NJDOT Aviation (Helicopter Land, Water Towers) NJDOT Road (Access, Utility Opening, Occupancy, etc.)



Construction Observation & Management

Federici & Akin P.A. staff has been involved in numerous construction observation and management projects including resident inspection services for various projects. Below is a brief listing of some of the projects and clients:

Client	Project Description
Borough of Newfield	Day to day construction observation of subdivisions, site plans, parking lots, drives, access roads, drainage, utilities, basin construction, etc. Daily logs, inspection reports, communication with developers, tracking of escrow accounts; regular meetings with developer for progress and scheduling; review plans and conformance to approved site and subdivision plans.
Borough of Swedesboro	Day to day construction observation of subdivisions, site plans, parking lots, drives, access roads, drainage, utilities, basin construction, etc. Daily logs, inspection reports, communication with developers, tracking of escrow accounts; regular meetings with developer for progress and scheduling; review plans and conformance to approved site and subdivision plans.
Monroe MUA	Various water and sewer extension and removal/replacement projects; Day to day construction observation of utility line installations, relocations, testing, bacteriological testing, pressure tests, lamping, etc. Daily logs, inspection reports, communication with developers, tracking of escrow accounts; regular meetings with developer for progress and scheduling; review plans and conformance to approved Form C construction plans.
Washington Twp MUA	Central Treatment Plant, and various water and sewer replacement projects; Administration of capital projects, including treatment plants, air strippers, water and sewer replacement contracts, consisting of daily inspections, payment requisitions, change orders, punch list, and final acceptance. Day to day construction observation of utility line installations, relocations, testing, bacteriological testing, pressure tests, lamping, etc. Daily logs, inspection reports, communication with developers, tracking of escrow accounts; regular meetings with developer for progress and scheduling; review plans and conformance to approved Form C construction plans.
County of Gloucester Parks & Recreation Dept.	James G. Atkinson Memorial Park – Rehabilitation of tennis courts and basketball courts; daily full-time inspection of resurfacing work; material verifications, change orders, payment requests, interpretations of contract, etc.
Washington Twp. Parks and Recreation Dept.	Football field expansion, at Holly Avenue Complex; grading, drainage, lighting and the construction of a new facilities building.
Gloucester County College	Design and construction of new practice fields for the college physical education facilities
Washington Twp. Parks and Recreation Dept.	Steve Levy Memorial – design and construction of a memorial within the Washington Lake Park facility
Sun National Bank Inspections	Various site inspections of Sun National Bank funded jobs which includes the inspection of site work, paving, parking lots, drainage, lighting, landscaping, building improvements, etc.
Cumberland County College; Master Plan Infrastructure Improvements; Cumberland County College Board	Full time resident inspection of entire master plan site infrastructure improvements, including site work, paving, parking lots, drainage, lighting, landscaping, etc.; Full-time resident services, review of work directive changes, payment requests, conflicts, final acceptance, final change order, etc.
Monroe Township	Construction of a municipal skate board park, including full-time inspection, management, etc.
St. Augustine Preparatory School	Full time resident inspection of entire site infrastructure improvements, including site work, paving, parking lots, drainage, lighting, landscaping, etc., for the new baseball fields, tennis courts, etc.



Section E - Contract Form

The office of Federici & Akin, PA hereby agrees to execute the County's standard form of contract, including indemnification, insurance, termination and licensing provisions.

FA also confirm that the acceptance of final payment by the county to F&A will 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.

Section F - Resume

1. The name and address of the firm is: Federici & Akin, P.A.
307 Greentree Road
Sewell, NJ 08080
- Corporate officers authorized to execute agreements: Joseph P. Federici, Jr., P.E., P.P.
Douglas E. Akin, P.L.S., P.P.

2. F&A is Consulting Engineering, Surveying and Planning firm specializing in Roadway Design, Municipal Engineering, Land Development, Commercial Development, Environmental Services, Construction Inspection and Surveying. Formed in 1981, the firm has grown from a two-person operation into a multi-faceted, well-respected engineering firm of 30 employees.

The firm is organized as a professional association and is equally owned by Joseph P. Federici, Jr. (President) and Douglas E. Akin (Vice-President). The firm has one associate, Bret Yates and he is not a stockholder.

The following employees of F&A are licensed to do business in the State of New Jersey:

<u>Name</u>	<u>Licensed</u>	<u>Date of Licensure</u>
Joseph P. Federici, Jr.	Professional Engineer	1981
	Professional Planner	1983
	Certified Municipal Engineer	
Douglas E. Akin	Professional Land Surveyor	1980
	Professional Planner	1982
Edward F. Kuhn	Professional Land Surveyor	1992
Paul Brier	Professional Engineer	1995
James A. Spratt	Professional Engineer	1989
	Professional Planner	1989
	Certified Municipal Engineer	2008
Stan M. Bitgood	Professional Engineer	1990
	Certified Municipal Engineer	
Jonathan A. Bryson	Professional Engineer	2001
	Certified Municipal Engineer	2008



3. The firm is organized to provide expert service capabilities on the local, regional, and statewide level. Although F&A provides services statewide, the firm is focused mainly on providing regional and local services in the counties of Gloucester, Camden, Salem, Burlington, and Cumberland.
4. The individual primarily responsible for servicing the client will be Mr. Stan Bitgood, P.E., C.M.E. Mr. Bitgood's experience and qualifications are described in Exhibit B – Resumes. Resumes of all other key personnel who may be responsible for assistance in servicing the client are also attached in Exhibit B.
5. Mr. Bitgood works out of the main office in Gloucester County, and is readily available for meetings, forums, conferences, training, and public information centers requested by the County.
6. Following is a listing of similar contracts which our firm has had with local governmental clients in the past ten (10) years:

Client/Time/Position	Client Contact	Type of Services
Salem County/ 2003-2011 County Engineer	Bruce Bobbitt, Chairman of Road & Bridge Committee, Salem County Freeholder County of Salem 94 Market Street, Salem, NJ (856) 935-7510	Bridge Design, Roadway Design, Traffic Engineering, Drainage Design, Intersection Design, Federal and State Permits
Borough of Swedesboro/ 2003-present/ Borough Engineer	Thomas W. Fromm, Mayor Borough of Swedesboro P.O. Box 56 Swedesboro, NJ 08056 (856) 467-0202	Municipal Engineering Services, including roads, drainage, state aid, site, utilities, funding, etc.
Gloucester County Department of Public Works/ 2005-present/ Projects Manager	Larry Haynes, Sr., Director 1200 North Delsea Drive Clayton, NJ 08312 (856) 307-6410	Capital Projects Management, Roadway Design, Traffic Engineering, Drainage Design, Land Surveys, Environmental Studies And Reports, Federal And State Permits
Monroe MUA/ 1984-present/ MUA Authority Engineer	Jerry G. Moore, Executive Director MMUA 372 South Main Street Williamstown, NJ 08094 (856) 629-1444	MUA Authority Engineer, consisting of designing infrastructure projects, potable water, sanitary sewer collection, treatment, distribution, permitting, construction management, funding, and attend regular MUA meetings.
Mantua Planning Board/ 2000-2007/ Planning Board Engineer	Shirley Veacock, Deputy Clerk Mantua Township Planning Mantua, NJ 08051 (856) 468-1500	Review of Drainage Design, Land Surveys, Environmental Studies And Reports, Site Plan and Subdivision Applications
Gloucester County College General Engineering Consultant/ 2006-Present	Gerald C. Seneski, Vice President Finance & Administration Gloucester County College Sewell, New Jersey 08080 (856) 415-2108	General Engineering Consultant Services, Sink Hole and Library Settlement Investigation, Lighting Study, etc.
Township of Deptford/ 2007-present/ Township Engineer	Denise Rose, Township Manager 1011 Cooper Street Deptford, NJ 08096 (856) 686-2220	Township Engineering Services, including roads, drainage, state aid, site, utilities, funding, etc.

City of Woodbury/ 2007-present/ City Engineer	Thomas B. Bowe, Administrator City of Woodbury 33 Delaware Street Woodbury, NJ 08096 (856) 845-1300	City Engineering Services, including roads, drainage, state aid, site, utilities, funding, recreational designs, CDBG funding, Green Acres Projects, etc.
Mt. Ephraim 1991-2003, 2007-Present Borough Engineer	Mayor Joseph Wolk Borough of Mount Ephraim 131 South Black Horse Pike Mount Ephraim, New Jersey 08059	Borough Engineering services, including infrastructure, utilities, roads, drainage and recreation.

7. Be advised that our firm is not currently in violation of any regulatory rules, laws and regulations that would have an impact on our firm's operations.
8. Professional liability insurance is discussed in Section I – Insurance.
9. Federici and Akin, P.A. has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey Law. Details of this compensation and insurance are located in Section I – Insurance.
10. All engineers, land surveyors, and planners noted in this document have on file the necessary licenses for review upon request.
11. A completed Certificate of Good Standing is attached and labeled as Exhibit A.
12. The resumes of key personnel are attached in Exhibit B.
13. An Affirmative Action Statement is attached and labeled as Exhibit C.
14. A copy of our firm's Business Registration Certificate is attached and labeled as Exhibit D.
15. A copy of our 2013 fee schedule is attached and labeled as Exhibit E.
16. Our Statement of Compliance with the County's General Terms and Conditions is attached and labeled as Exhibit F.
17. A copy of the completed Non-Collusion Affidavit is attached and labeled as Exhibit G.
18. A copy of the completed Public Disclosure Information is attached and labeled as Exhibit H.
19. A copy of the completed Request for Proposal Checklist is attached and labeled as Exhibit I.
20. A copy of the Basis of Award is attached and labeled as Exhibit J.
21. All services that our firm provides will be performed within the United States of America at our office located in Sewell, Gloucester County, New Jersey.
22. Our office is located in Sewell, New Jersey in a prime location for meeting the needs of Gloucester County. We do not foresee any problems with being readily available for any meetings, conferences, training, and emergency response at the County's facilities.



Section G - Facilities

All of F&A's personnel and services are contained within a single office. The firm's office is located at the following address in Gloucester County:

Federici & Akin, P.A.
307 Greentree Road
Sewell, New Jersey 08080

This central location allows the firm to focus on the projects and communities throughout Southern New Jersey and provides ample access to the firm's regional clients.

A separate Document Storage Warehouse in Washington Township is maintained for Quality Assurance/Quality Control purposes for project files. All other project files are maintained on premises.

F&A has recently completed an addition and renovation to its office, nearly tripling in size. The entire building has been wired for networking and a digital telephone system. F&A prides itself in maintaining the most current technology available at its facility in order to provide the most expert and efficient services to all clients.

Section H - Conflicts of Interest

F&A currently represents the City of Woodbury as the City Engineer, Westville as the Municipal Engineer, the Borough of Mount Ephraim as the Borough Engineer and Planning Board Engineer, Deptford Township as the Township Engineer, East Greenwich as the Water/Sewer Engineer, Mantua Township as the Municipal Engineer, the Borough of Swedesboro as the Borough and Planning & Zoning Board Engineers, the Township of West Deptford as Zoning Board Engineer, Washington Township as the Planning Board Engineer,, and the Monroe M.U.A. as the Authority Engineer. Mr. Federici is also a member of the Gloucester County Construction Board of Appeals. F&A also has a contract with the Gloucester County Freeholders to assist them with Capital Project Management.

F&A currently acts as the Gloucester County College General Engineering Consultant.

We are confident that none of the above listed, or other contracts that we have or undertake during the term of service required for this contract will be a conflict of interest. F&A considers the potential for conflicts prior to accepting any new projects and will when necessary decline a project in order to avoid conflicts of interest.

Section I - Insurance

F&A maintains the following minimum limits of insurance coverage during the period of performance required by any contracts with the County:

Professional Liability:

Minimum of \$1,000,000 Errors and Omissions for Occurrence to be amended based upon specific work and values involved.

Workers Compensation and Employers Liability:

Statutory coverage for New Jersey
\$100,000.00 Employer's Liability
Broad Form All-States endorsement

General Liability Insurance:

Minimum of \$1,000,000.00 to be amended based upon specific work and values involved.

Auto Liability:

\$1,000,000 auto liability coverage if the operation of any vehicle is required in the performance of the services provided to the County (including but not limited to the use of a vehicle for any on-site visits.)

Upon execution of a contract with the municipal governing body, F&A will furnish a Certificate of Insurance naming the municipality as an additionally insured. F&A will provide sixty-day notice of any cancellation, non-renewal, or change in insurance coverage.

Section J - Other Information

Exhibit A – Certificate of Good Standing

Exhibit B – Resumes of Key Personnel

Exhibit C – Affirmative Action Compliance Statement

Exhibit D – Business Registration Certificate

Exhibit E – 2013 Fee Schedule

Exhibit F – Statement of Compliance

Exhibit G – Non-Collusion Affidavit

Exhibit H – Public Disclosure Information

Exhibit I – Request for Proposal Checklist

Exhibit J – Basis of Award



Exhibit A

CERTIFICATE OF GOOD STANDING

Federici & Akin, PA

Consulting Engineers

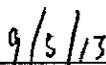
The firm of Federici & Akin, PA Consulting Engineers, located at 307 Greentree Road, Sewell, NJ 08080, hereby certifies the following:

- The professional engineers employed at the firm are not presently disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.
- The licensed land surveyors employed at the firm are not presently disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

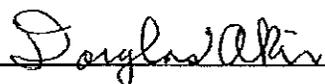
The officers of the company hereby certify that the professionals employed at the firm of Federici & Akin, PA are of "good standing" with regard to their prospective licensing requirements.



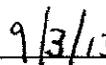
Joseph P. Federici, Jr., PE
President



Date



Douglas E. Akin, PLS
Vice-President



Date

QUALIFICATIONS

GLOUCESTER COUNTY
ENGINEERING & INSPECTION SERVICES



Exhibit B
RESUMES OF KEY PERSONNEL

QUALIFICATIONS

GLOUCESTER COUNTY
ENGINEERING & INSPECTION SERVICES

JOSEPH P. FEDERICI, JR. P.E., P.P., C.M.E., Principal

Education

University of Virginia, B.S.C.E., 1976

Professional Experience

Joseph P. Federici, Jr. is the President of Federici & Akin, P.A. and is a registered Professional Engineer (License No. 27055) and Professional Planner (License No. 2915) in the State of New Jersey. Entering the civil engineering field in 1976, Joseph Federici, Jr. has specialized his practice in county and municipal engineering. Mr. Federici has served as the Municipal Utilities Authority Engineer for Monroe Township from 1985 to present, Borough Engineer for the Borough of Mt. Ephraim from 1991 to 2003 and the Planning Board Engineer for Washington Township from 1995 to 2001. Mr. Federici also currently serves as the County Engineer for the County of Salem since 2004.

In addition, Joseph Federici, Jr. has served as Utilities Authority Engineer for Washington Township from 1988 to 1989 and 2001 to 2007 and Special Project Engineer for the Deptford Township Municipal Utilities Authority from 1997 to 2007. Mr. Federici also serves as the Engineer for the Mantua Township Planning Board and has served on the Gloucester County Construction Board of Appeals as a Special member from 1996 to present. In those positions, Mr. Federici supervised the design and construction of a three million gallon elevated water facility, the design of a million gallon municipal well, regional pump stations, numerous water and sewer extensions and the engineering review of many land development and commercial projects in these municipalities. Projects within the last several years include the Crystal Lakes Water Extension Project, which provided public water to over 200 residences, including mains, service connection of the homes and sealing of the wells. This project involved extensive coordination among the owner, homeowner and NJDEP.

Mr. Federici's role as County Engineer has included all duties associated with those required of the position. Typical of these duties is as follows:

Highway & Bridge Experience

- Coordination of all State and Federal funding for roads, bridges, and other related items.
- Coordination of Guiderail Program for new installation and repairs.
- Preparation of yearly Storm water Permits and submission of all data as required by NJDEP.
- Coordination of Dam Investigations and repairs as necessary.
- Preparation of yearly County Roadway Improvement Plans, either funded by Federal Aid or County Aid.
- Identification of areas for road safety audits including implementation recommendations.
- Review of Bridge Cycle Reports and follow-thru with appropriate action. Action may include scour reduction measures, bridge repairs, and/or bridge replacement.
- Coordination and management of annual bridge inspections and solicitation of professional engineering services to design the replacement or rehabilitation of numerous bridges and culverts.
- Preparation of Roads & Bridge Departmental Budget on an annual basis.

Continuing Education

- "Practical Hydraulics Workshop" - Carl F. Buettner, 1984.
- "Urban Hydrology and Storm Water Management" - Lehigh University, 1978.
- "Professional Engineering Review" - New Jersey Institute of Technology, 1980.
- "Tank Design, Inspection and Construction Seminar" - Tank Industry Consultants, Inc., 1987.
- "Wetlands and Riparian Rights" - N.J.P.L.S., 1990.
- "Freshwater Wetlands Application Workshop" - N.J.D.E.P., 1988.

Professional Participation, Experience and Honors

- Member, New Jersey Association of County Engineers
- Associate Member, American Society of Civil Engineers
- Associate Member, American Water Works Association
- New Jersey Society of Professional Engineers
- Former member and Chairman of Washington Township Planning Board
- 1990 Beacon of Hope Award, The Lighthouse Community, Inc.

Municipal Experience

- 1983-1989, Washington Township Utilities Authority - Authority Engineer
- 1985-Present, Monroe Municipal Utilities Authority- Authority Engineer
- 1991-2003, Borough of Mount Ephraim - Borough Engineer
- 1995-2000, Washington Township Planning Board - Planning Board Engineer
- 1996-Present, Gloucester County Construction Board of Appeals - Special Member
- 2001-2007, Washington Township Utilities Authority - Authority Engineer
- 1999- 2005, Deptford Township Municipal Utilities Authority -- Special Projects Engineer
- 2004 -- Present, County of Salem -- County Engineer
- 2004 -- Present, Salem County Construction Board of Appeals - Member

DOUGLAS E. AKIN
P.L.S., P.P., Principal

Education

Gloucester County College, A.D.C.E., 1973

Professional Registrations

Professional Land Surveyor, New Jersey
Professional Planner, New Jersey

Professional Experience

Douglas E. Akin is a registered Professional Land Surveyor (License No. 26385) and Professional Planner (License No. 2574) in the State of New Jersey. Mr. Akin is Vice President of Federici & Akin, P.A. and has specialized in land development, surveying and planning since 1974. Douglas Akin has served in all phases of land surveying, such as topographical surveys, outbound surveys, construction stakeouts, public works projects, geodetic surveys and title surveys. Douglas has practiced numerous duties as a Professional Planner, such as appearing before municipal and county Boards and representing clients as an expert witness. Additionally, Mr. Akin has coordinated and managed numerous municipal engineering projects, including design responsibility, supervision of contract document preparation and the preparation of financial and engineering reports.

Continuing Education

- "Practical Hydraulics Workshop" - Carl F. Buettner, 1984.
- "Urban Hydrology and Storm Water Management" - Lehigh University, 1978.
- "Professional Engineering Review" - New Jersey Institute of Technology, 1980.
- "Tank Design, Inspection and Construction Seminar" - Tank Industry Consultants, Inc., 1987.
- "Wetlands and Riparian Rights" - N.J.P.L.S., 1990.
- "Freshwater Wetlands Application Workshop" - N.J.D.E.P., 1988.
- "Trimble Navigation - Real Time GPS Surveying Training Certification" - 2001.
- NJSPLS Workshop, "ALTA/ASCM Land Title Surveys" - 2000.
- NJSPLS Workshop, "Locating Historical Rights-of-ways" - 2000.
- NJSPLS Workshop, "Geodetic Control" - 1999.
- NJSPLS Workshop, "Implementation of GIS" - 1999.

Professional Participation, Experience and Honors

- West Jersey Surveyor's Association - Member
- New Jersey Society of Professional Land Surveyors - Member
- Outstanding Civil Engineering Technology Graduating Student for All County Colleges in the State of New Jersey
- Outstanding Civil Engineering Technology Graduating Student for Gloucester County College
- American Congress of Surveying and Mapping - Member

STAN M. BITGOOD

P.E., C.M.E.

Professional Registrations

Professional Engineer, New Jersey
Certified Municipal Engineer, New Jersey

Professional Associations

American Society of Highway Engineers
Institute of Transportation Engineers
New Jersey Society of Municipal Engineers

Education

University of California at Los Angeles, B.S.C.E., 1978
Certificate of Completion - Municipal Land Use Law, Seminar 1990
Certificate of Completion - OSHA Standards for Construction 1992
Certificate of Completion - Construction Claims 2000
NJDOT Traffic Control Coordinator, 2004
Certified Municipal Engineer Course, 2007

Professional Experience

Stan Bitgood is a Project Manager with Federici & Akin Engineers and has over 17 years of experience in the management, design, municipal engineering and construction supervision of numerous State, County and local roadway construction and rehabilitation projects. These include design of new bridges, roadways, roadway realignments and widening, signalizations, drainage improvements, lighting, traffic controls, and utilities relocation design services. His designs and construction specifications for these projects have been completed in conformance with AASHTO and NJDOT design manuals and specifications. Mr. Bitgood has also prepared all types of permit applications and supporting documentation for coastal and upland projects, pinelands and all types of Land Use Permits from NJDEP. He has designed modifications to existing dams, performed dam inspections, and prepared Emergency Action Plans and Operations and Maintenance Manuals, and Hydrologic and Hydraulic analyses of dams and waterways as required for compliance with NJDEP Dam Safety Standards.

Mr. Bitgood has provided engineering services, professional reviews and testimony on behalf of the Deptford Traffic Engineer, the Mantua Township Engineer, Borough of Westville Engineer, and has presented many projects to planning and zoning boards for private clients. He has prepared State and Federal Aid applications and designs for projects in Swedesboro, Westville, Mantua, Gloucester, Camden, and Hancocks' Bridge. Stan has prepared roadway and signal designs for NJDOT and many highway access applications for projects on State Highways in New Jersey.

Mr. Bitgood's duties include as necessary, complete planning, budgeting, design, oversight, and construction support or management, for his projects. He has been Resident Engineer and has provided construction management and/or inspection services for projects on the Garden State Parkway, the Atlantic City Expressway, Salem County, and the Gloucester County Utilities Authority. He has investigated a number of reported foundation and structural failures and has prepared site and structural appraisals for due diligence investigations on commercial properties.

Highway Projects & Pedestrian Enhancements:

Streetscape Improvements, Phase 1, Kings Highway, Swedesboro, NJ. Complete design, permitting and construction management of the streetscape improvements to both sides of the downtown section of Kings Highway. The State Aid project included functional historic lighting, landscaping, decorative pavers, and extensive coordination with ongoing reconstruction of municipal sanitary & water mains, Federal Aid resurfacing of Kings Highway, and private underground storage tank closures.

Heilig Road, Municipal Aid Project, Mantua, NJ. Widening, resurfacing and reconstruction of ½ mile of rural collector road. New storm water attenuation system, and Rights of Way Acquisitions. Engineer in supervisory charge of project including preliminary and final design of roadway, embankments, driveway adjustments, parcel maps, storm water percolation system, and utilities relocations. Responsible for all permit applications and for presenting project at the Public Information Center, and for preparing ROW Easement Plans & submitting Parcel Descriptions. All work in accordance with the NJDOT State Aid Procedures.

Project Manager and Engineer for the Reconstruction and widening of Hurffville Cross Keys Road, Washington Township,

Gloucester County. Complete planning, traffic study, design and construction documents, including layout, grading, drainage, signage, striping, reconstruction and milling and resurfacing limits, traffic control, rights of way acquisitions, signal modifications, electrical plans, with specifications, cost estimates, and bid documents.

C. William Haines Boulevard, Waterford Township, Camden County. New municipal roadway, approximately 1.2 miles long to open undeveloped areas to commercial development. Design Engineer and Construction Manager for roadway, stormwater systems, new traffic signal and NJDOT jug handle, State Aid and Access applications and permits, utilities extensions, road closures, detours, Rights of Way Acquisition plans.

Drainage design of 3 basins and multiple outlets, and culverts per Pinelands Comprehensive Management Plan. NJDOT coordinated signal, electrical, highway widening and new ramp for Route 30. Supervised construction inspections and management activities.

Cross Keys Bypass- Gloucester County Route 639. Responsible for preparation of final design plans, for 1.5 mile new roadway alignment with revisions per NJDOT and NJDEP wetlands review. Designed final grading, signal revisions, embankment stabilization, soil erosion measures, and guide-rails. Designed custom water quality structures to collect silts, oils, and other debris.

Center Square & Auburn Road. Widening and intersection improvements, for new signal and auxiliary lanes. Engineer in supervisory charge of project including stage construction plans, final design of the roadway, storm, drainage, driveway adjustments, and utilities relocations. Responsible for all permit applications and quality control reviews of the plans and specifications.

Chestnut Branch Bikeway. New bikeway between Mantua School & Chestnut Branch Municipal Park along County Route. Engineer in supervisory charge of project including applications for State Aid, preliminary and final design of the shared use bikeway, embankments, driveway adjustments, parcel maps, storm water percolation system, and utilities relocations. Responsible for all permit applications and for presenting project at the Public Information Center, and for preparing ROW Basement Plans & Parcel Descriptions. All work in accordance with the NJDOT State Aid Procedures.

Bridges & Dams:

Bridge 2-H-3 over Matthews Branch. Preliminary Design, Alternatives analysis, and permitting for bridge reconstruction. Replacement of bridge over tidal waterway with minor widening to correct substandard shoulders and roadside safety features. Engineer of Record and Project Manager. Planned and coordinated surveying, geotechnical subcontract, Archaeological Phase I subcontract, and all roadway and bridge engineering design. Reviewed and edited staging plans, which will allow the bridge to remain open during construction, the H&H study and structural preliminary design for walls, superstructure and water treatment devices. Demonstrated through alternatives analyses and presentation of migratory fish studies and consultations with multiple state fish and game biologists that the proposed bridge widening will properly enhance the aquatic conditions for fish. Applied for and obtained Land Use Permits including Coastal and Freshwater Wetlands permits, Waterfront Development, Water Quality Certificate, and Army Corps of Engineers Nationwide Permit for the project. Tidelands applications for grants and parcel boundaries and descriptions for parcel acquisitions were prepared.

Canton Drain Bridge. Replacement of 3 span reinforced concrete bridge with timber substructures over waterway in coastal wetlands area. Engineer of Record for design and project manager. Designed preliminary plans for replacement with single span adjacent prestressed box beams on sheet pile abutments with extended tied back wingwalls. Obtained NJDEP Coastal and Freshwater Wetlands Permits, and a permit modification. Planned & coordinated geotechnical investigation, prepared driveway adjustments, revised roadway profile and approach plans, and revised stormwater drainage system. Project is on-going in final design stage.

Bridge 8-L-2, Washington Avenue over Scotland Run. Planned and managed complete design project including surveys, geotechnical investigation, permit applications, design, and preparation of bid documents. Designed glue laminated timber bridge to replace a deteriorated two span timber structure. New roadway profile, stream analyses, abutments, wingwalls and guide rail approaches corrected substandard vertical roadway curvature and roadside safety problems. Design according to AASHTO, Bridge 762.8, Reconstruction of bridge over Big Bear Brook. Design Engineer and Project Manager. Planned and coordinated roadway and stream surveying, geotechnical subcontract, and all roadway and bridge engineering design. Designed 33 ft rolled beam bridge with stay in place steel forms and cast in place reinforced concrete deck, sidewalk and

parapets. Design sheet pile tied bin abutments with concrete abutment seats, and wing walls, retaining walls, bridge railings, guide rails, and performed all hydrology and hydraulic analyses for Stream Encroachment Permit. Designed detour plan, coordinated utilities relocations, and reviewed shop drawings. Prepared NJDEP Land Use Regulation Permit application.

Bridge 760.6, Reconstruction of County Route 531 over Millstone River. Design Engineer and Project Manager. Planned and coordinated roadway and stream surveying, geotechnical subcontract, and all roadway and bridge engineering design. Designed 66 ft span half through steel deck truss with suspended floor beams, rolled stringers, stay in place steel forms and cast in place reinforced concrete deck. Designed sheet pile tied bin abutments with reinforced concrete abutment seats, and wing walls, cantilever retaining walls, bridge railings, guide rails, and performed all hydrology and hydraulic analyses for Stream Encroachment Permit. Designed detour plan, coordinated utilities relocations, and reviewed shop drawings. Prepared NJDEP Land Use Regulation Permit application.

Bridge 442.4, Ewingville Road over Shabakunk Creek. Reconstruction and widening of bridge on horizontal curve over freshwater creek. Design Engineer and Project Manager. Planned and coordinated roadway and stream surveying, geotechnical subcontract, and all roadway and bridge engineering design. Designed 24 ft span spread box beam bridge with stay in place steel forms and cast in place reinforced concrete deck. Design conventional reinforced concrete abutments on spread footings, with conventional reinforced concrete wing walls. Designed utility supports, sleeves, relocations, bridge railings, guide rails, sidewalks, superelevated horizontal curve of roadway and bridge deck, and performed all hydrology and hydraulic analyses for Stream Encroachment Permit. Designed detour plan, coordinated utilities relocations, and reviewed shop drawings. Prepared NJDEP Land Use Regulation Permit application and report.

Broadway Bridge over Newton Creek. Designed 100 foot span precast prestressed concrete girder with composite reinforced concrete deck highway bridge #4A7, Camden County. Designed and prepared construction documents for new reinforced concrete abutments, bearing piles and 35 ft high stepped wingwalls. Designed braced sheet pile-coffer dams. Completed permitting through Army Corps of Engineers, NJDEP Waterfront Development, Wetlands, and Stream Encroachment calculations. Complicated foundation design and pile driving criteria were developed to control wave amplitudes and frequencies in order to prevent collapse of adjacent structures. Prepared General Property Parcel Maps, Individual Parcel Maps, cutouts, and legal descriptions for 4 parcels and prepared complete Tidelands Application Package for Licenses. Camden County State Aid project.

All in compliance with New Jersey Department of Transportation standards and AASHTO specifications.

Designed glu-laminated timber bridge and timber pile foundations for Bridge E-4-11, Retreat Road over Friendship Creek, Burlington County. Small rural bridge in the Pinelands was replaced with state of the art stiffened glu-laminated timber structure to provide full HS-20 load capacity and crash tested railings. Timber piles, retaining walls, full stream encroachment and wetlands permitting, with endangered species investigation and measures to protect endangered vegetation.

Alluvium Dam, Voorhees, NJ. Designed modifications to earth dam with concrete spillway to correct underflow drainage & seepage problems, including complete flow net analysis, wick drain design, and installation plans and sub-structure grouting plans. Complete Dam Permit application, oversight, and certification.

GCUA Outfall. Investigation of damage and design of repairs to pile bents and 60" diameter primary sewer outfall. Planned and supervised underwater investigation, designed custom pile bent replacements with custom pipe support bearings for underwater and partially submerged use. Designed 3 section reinforced concrete and steel pipe pile protective dolphin. Structural design was required to resist ice flows in Delaware River and minor to moderate ship impact and to protect the pipe support bents and outfall pipe underneath it. Design in accordance with NJDOT and ACJ and AASHTO guidelines.

Galloway National Golf Club Tunnel. Tunnel for golf carts to travel under Route 9. Designed precast concrete box sections, 8 ft x 12 ft x 80 ft long, precast parapets and curbs, guide rail attachments, culvert sump drain and force main. Designed two level Segmental Retaining walls using both "Reinforced Earth" rigid ladder tie backs and using flexible geogrid segmental masonry wall system. Completed NJDOT Access application, review and approval.

Cross Keys Bypass, realignment of County Route 639. Double cell 6'x6' cast in place box culvert. Designed box culvert, wing walls, gabion embankment protection, guiderails, and guiderail attachments to culvert top, anti seepage collars, and assisted with stream encroachment calculations, grading, soil erosion design, and individual wetlands permit application.

Building Design:

Designed 67' x 54' x 50' high steel and masonry incinerator building for Gloucester County Utilities Authority's proposed incinerator expansion project. Designed footings for 22' diameter incinerator 375 Kip incinerator and other heavy equipment for same. Structural design of foundations for the incinerator building, air compressor, control room, heat exchanger, emergency generator, and modifications to foundations for building expansions, underpinning footings, and a three bay ash tank with control room. Analysed existing two way concrete slab floor on concrete columns and foundation walls for 60 ton belt press loading. Designed cantilever awning, sludge processing building receiving hopper room, and inspected many elements of the project.

Designed masonry and timber pump station building for water supply pumping system, subdivision in Pennsylvania.

Consulted on design of structural retrofit of building for loading and fork lift operation. As subconsultant to Sharp Design, confirmed existing building would require modifications to support the heavy fork lift loads.

Designed structural modifications and procedures for construction of new under slab utility lines for Garden State Prison Modifications. Two way reinforced concrete slab was cut and trenched in stages followed by reinforcement restoration and replacement of concrete during continuous operation of prison.

Designed structural trusses, foundation and roof modifications for Gloucester County Health Center Expansion. Timber trusses, masonry wall and steel roof modifications. Designed structural steel framing for entrance canopy over walk way.

Prepared structural design and plans for Phase 1 club house at Galloway National Golf Course. 2 story masonry building with a timber frame dining room with glass on both sides and hexagonal timber and glass overlook of course. Design included allowances for extreme winds in the exposed shore location of the club.

Designed golf club tunnel and retaining walls for Galloway Golf Club, under route 9 to NJDOT requirements.

Investigated damage to existing outfall line and designed reinforced concrete and steel pile dolphins repair of 72" sewage outfall line, Delaware River. January 1990 - December 1991.

Designed retaining walls for Four Seasons at Forest Meadows recreation center. Multiple wall heights, in various arrangements with reinforced earth segmental wall design system per AASHTO and SMRW standard.

Designed building foundations and foundation repairs for various projects.

Traffic Studies:

Supervised traffic studies for proposed C .W. Haines Blvd, which has opened over 100 acres to new commercial development with access to Route 73 and Route U.S. 30 in Camden County. Prepared progression analysis, and report for NJDOT and all plans for signal modifications, jug handle, highway lighting and electrical.

Supervised traffic study, count distributions, gravity modeling and proposed signal design for Wal-Mart on Route U.S. 322, in Harrison Township, Gloucester County.

Prepared traffic analysis for Hurffville Cross Keys Road, Washington Township, between Greentree Road and Gantown Road. Included high school and bus management facilities and multiple scenarios with growth projections to suit Gloucester County requirements.

Planned and supervised traffic counts and reports for multiple development projects in Camden and Gloucester County.

Reviewed traffic studies for developments in Mantua Township and Deptford Township.

Prepared traffic warrant analyses for left turns and signals at intersections for new and existing developments including the Ridings, the Arbors, Berkley Trace, Daycare Center, Atlantic-5 and other sites.

Construction Management:

Route 37 Bridge Substructures @ Garden State Parkway: Performed construction management and inspection services for the construction and rehabilitation of the substructures. Including construction of a new reinforced concrete pier, repairs to existing abutments and alterations of retaining walls to abutments for future widening of the bridges. Reviewed shop drawings, sheeting design, concrete mix design, traffic control plans, reinforcement drawings, epoxy injection repairs plans, and inspected all construction activities. Coordinated lane closures with NJDOT, and Parkway. Reviewed concrete demolition plan, crane hoisting operations and all contractor invoices, RFIs and schedules. All in accordance with specifications of New Jersey Highway Authority.

Construction Management for New Jersey Highway Authority: HVAC Conversions, and Drainage Improvements. Garden State Parkway Drainage Improvements M.P. 168. Construction of drainage improvements on both sides of the parkway.

Construction manager and resident engineer for the project. Reviewed shop drawings, concrete mix design, traffic control plans, reinforcement drawings. Inspected, layout and construction of masonry junction boxes, multiple runs of multi-barrel perforated concrete pipe in stone trench, large junction box, elliptical pipe, gabion waterway lining, energy dissipater structure, and restoration of eroded and disturbed areas. Reviewed concrete all contractor invoices, change orders, R.F.I.'s and schedules.

Managed and inspected State Police Barracks, Farley Plaza, Atlantic City Expressway. Complete charge of inspections and review of Contractors payment requests, change orders and testing of all materials. This 1.3 million dollar construction project included offices, locker rooms, 6 bay service garage, detention rooms and communications center. Site work included porous paving, embankments, 1300' sanitary sewer and water extensions. Designed custom detention rooms at Owner's request.

Construction Management at Gloucester County Utilities Authority for multi-million dollar expansion project involving structures, pipelines, pump stations and earth work. All structural steel and concrete structures were constructed with his designs.

Inspected construction and evaluation of value engineering proposals, Broadway Bridge, Camden NJ. Inspected footing & platform demolition and backfill. Inspected deck forms and reinforcement to confirm general conformance to project specifications. Evaluated proposal to use stay in place sheeting and bearing piles with abutment caps in lieu of cast in place abutment walls. Reviewed pile driving data and vibration field monitoring data for compliance with specified limiting criteria.

JONATHAN A. BRYSON, P.E., C.M.E.

Education

Merrimack College, B.S.C.E. – Cooperative Education, 1997

Professional Registrations

Professional Engineer, New Jersey
Certified Municipal Engineer, New Jersey

Professional Experience

Jonathan A. Bryson is a Project Manager with Federici & Akin P.A., and has gained over eleven (11) years of valuable experience in management, design and municipal engineering. Mr. Bryson's responsibilities have included coordinating with the Planning Board Engineer of Washington Township, Gloucester County, New Jersey and serving as Planning Board & Zoning Board Engineer for Mantua Township, Gloucester County, New Jersey. As a municipal engineer, Mr. Bryson is responsible for performing engineering reviews and evaluating a site plan's or subdivision's compliance with Municipal Ordinances, Master Plans, the Residential Site Improvement Standards (RSIS) and the Municipal Land Use Law (MLUL).

Mr. Bryson is also involved in the design of commercial site plans and residential subdivisions, inclusive of site layout and the design of stormwater management facilities, grading, landscaping, lighting, soil erosion control features, and utility connections. Additional responsibilities include preparing permit applications and cost estimating.

Mr. Bryson is also skilled with various engineering software applications. Mr. Bryson has modeled water systems utilizing *Cybernet* for the New Jersey Pineland's Commission water main extension and the Quaker Group – Silvergate subdivision - Elk Township, Gloucester County, New Jersey. Mr. Bryson is also knowledgeable with *ArcView* GIS and is responsible for the GIS Master Plan for the Monroe Municipal Utilities Authority, Gloucester County, New Jersey.

Jonathan A. Bryson also provides expert engineering in the field of hydrology and the interpretation of various Municipal and County design manuals regarding design standards for stormwater management, storm drainage capacity analyses and basin design. Mr. Bryson is also well-versed in the TR-55 Manual for Stormwater Management for Small Watersheds.

Municipal Experience

- Deptford Township, Township Engineer
- Mantua Township, Township Engineer
- Mantua Township, Planning Board & Zoning Board Engineer

Continuing Education

- NJ Certified Municipal Engineer Program, 2008
- NJDEP Stormwater Management Rules Training, 4/2004
- "GIS Training – Arcview 3.2" New Jersey Society of Professional Land Surveyors, 2001
- Safe Drinking Water Seminar, Rutgers New Brunswick, 1998

Professional Participation and Honors

- American Society of Civil Engineers (A.S.C.E.) - Associate Member
- American Society of Civil Engineers (A.S.C.E.) - South Jersey Section - Member
- Builders League of South Jersey - Municipal Engineer Representative
- Nomination, United States Naval Academy at Annapolis
- Nomination and Appointment, United States Merchant Marine Academy at Kings Point

BRET T. YATES

Environmental Scientist

Education

Drexel University, B.S.E.S., 1995

Professional Experience

Bret Yates is an Environmental Scientist with over 7 years experience in environmental permitting and site assessment. Mr. Yates has been responsible for performing field reconnaissance for freshwater wetlands delineation, including vegetation and soil identifications. Analysis of habitat suitability for threatened and endangered flora and fauna. Preparation of reports and applications for submission to: NJDEP Freshwater Wetlands, CAFRA, Tidelands, Pinelands Commission and Army Corp. Additionally, Mr. Yates has performed site investigations, subsurface evaluations, soil and groundwater sampling, as well as overseeing underground storage tank closures. Preparation of underground storage tank and remediation documents, Phase I Environmental Site Assessment Reports, Preliminary Assessments and Site Investigation Reports. The following is a brief listing of projects completed by Mr. Yates:

Environmental Permitting

Atlantic County Bikeway -East- This project required wetlands delineation, and habitat assessment for Threatened and Endangered species on an eight (8) mile stretch of abandoned railroad right of way. The project required an extensive report to the Pinelands Commission in order to receive approval.

Berlin-Cross Keys Road - This project entailed the widening of eight (8) miles of roadway. The required permits including NJDEP Stream Encroachment and Freshwater Wetlands Individual Permit. Mr. Yates was responsible for delineating wetlands as well as preparing all of the permit applications and reports. Mr. Yates also prepared the wetlands mitigation plans for this project.

Atlantic City Service Area - This project involved the upgrade design of an existing substandard ramps at the interchange. The project was located on the jurisdictional boundary of the CAFRA Zone and the Pinelands Commission, which required applications to both regulating agencies. Mr. Yates was responsible for performing field reconnaissance, preparation of applications and reports, and coordination between agencies.

Site Investigation

Atlantic County Underground Storage Tank Removal Program - This project required the removal of eleven (11) underground tanks at three (3) different County owned facilities. Mr. Yates was the Project Manager responsible for all phases of the project which include: NJDEP - BUST applications, preparation of specifications/plans, construction management/oversight and final report preparation.

Emmell's Septic Landfill - This site was used as a landfill for septic effluent. A site investigation revealed that there were areas of distressed vegetation and ground settlement. These areas of concern prompted a Phase II - Site Investigation that included numerous soil borings/soil sampling and the installation of eleven (11) monitoring wells. The results from this testing delineated an area of approximately 1.5 acres of contaminated soils and groundwater. A final report was prepared summarizing all of the field activities and was submitted to NJDEP for their review. The site was then turned over to the Super Fund Program for cleanup.

Raccoon Creek Study - This project involved a water quality study of the Raccoon Creek for the upgrade of the Harrison Township Sewer Treatment Plant. There were ten (10) sampling locations designated along the creek that were used to establish the upstream and downstream water quality characteristics. Mr. Yates was responsible for coordinating and performing the water sampling and monitoring. The overall testing was performed over a sixteen (16) week period. The information from this study was used to determine the new discharge parameters for the upgrade to the existing treatment plant.

Dominic M. Antonini Senior Inspector

Career Status: Value perceptive project manger/engineer/estimator/inspections with over 30 years experience in all phases, methods and materials, used in the construction industry.

Education: Triton Regional High School, Rummecede, N.J. - Graduated 1972
Gloucester County College, Sewell, N.J., Business Administration
Graduated: Associates Degree 1974

Glassboro St./Rowan University, Glassboro, N.J., Business/Health Education
Graduated: B.A. 1977

Drexel University, Philadelphia, P.A., Construction management/Engineering
Life Long Learning Program 1978- Present

Inspection & Construction Management Experience:

Streetscape Swedesboro, Site Inspector for Phase 1 of the Kings Highway Streetscape project. Inspected functional historic lighting and underground service for lights, sidewalks demolition, concrete curb and sidewalk work, sidewalk paver installations, site clearing and restoration, and coordinated the streetscape project with ongoing construction projects in the same area including, sanitary sewer main replacement, gas main replacement, UST removals, and Federal County Aid resurfacing of the highway.

Tacony Palmyra Bridge approach road restoration. Site Inspector for concrete pavement patching, petromat mesh reinforcement, asphalt overlay, sawing & sealing joints, and striping & delineator installations.

Franklin Twp Recycling Transfer Station. Site Inspections and Contract oversight for new \$3 million dollar transfer facility. Inspections, pay estimates, change order preparations, and coordination with design firm for approvals.

Atlantic City Boardwalk Restoration. Site Construction Engineer, for complete construction of 1 mile of the boardwalk. Work included new timber pilings, timber and steel framing, sanitary sewer construction, lighting, and accessories.

Municipal Building Mantua Township. Site work inspector for earthwork, paving, lighting, curbs, landscaping and parking markings.

AREAS OF EXPERTISE:

- Manage the general coordination and scheduling of work
- Expediting Coordination of Project to insure on-time and cost effective delivery
- Observe work in progress to assure compliance with drawings and specifications
- Confer with architect and engineers when clarification or interpretation of documents becomes necessary
- Obtain and transmit in writing to all concerned, any contract interpretations where any possible dispute may arise
- Revise and refine estimates as construction proceeds and as required to incorporate approved changes as they occur.



Exhibit C

AFFIRMATIVE ACTION COMPLIANCE

The firm of Federici & Akin, PA Consulting Engineers, located at 307 Greentree Road, Sewell, NJ 08080, is an equal opportunity employer and is in compliance with the requirements of P.L. 1975, c.127 (Affirmative Action).

Attached please find the CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

QUALIFICATIONS

GLOUCESTER COUNTY
ENGINEERING & INSPECTION SERVICES

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that

all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.S.A. 17:27

Representative's Name/Title (Print): Federzi, Joseph, PA

Representative's Signature: Joseph Federzi

Name of Company: Joseph Federzi

Tel. No.: (856) 589-1400 Date: 9/3/13



Exhibit D

BUSINESS REGISTRATION CERTIFICATE

The firm of Federici & Akin, PA Consulting Engineers, located at 307 Greentree Road, Sewell, NJ 08080, is in compliance with the requirements of P.L. 2004, c.57 (Business Registration).

Attached please find the Business Registration Certificate.

QUALIFICATIONS

GLOUCESTER COUNTY
ENGINEERING & INSPECTION SERVICES

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 352
TRENTON N.J. 086-6-0351

TAXPAYER NAME:

EDERICI & AKIN, P.A.

TRADE NAME:

TAXPAYER IDENTIFICATION:

3-007-553/000

SEQUENCE NUMBER:

0103411

ADDRESS:

307 GREENTREE RD
SPRINGWELL NJ 08080-9217

ISSUANCE DATE:

08/25/04

EFFECTIVE DATE:

11/15/89

RM-SRC(08-01)

J.P. & Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



Exhibit E

2013 FEE SCHEDULE

Note:

The firm of Federici & Akin, PA hereby proposes to perform the required scope of work, as identified in the RFP, at the hourly rates stated in the attached Fee Schedule.

Federici & Akin also understands that this contract does not allow for any reimbursement for travel expenses.

QUALIFICATIONS

GLOUCESTER COUNTY
ENGINEERING & INSPECTION SERVICES



**YEAR 2013
FEE SCHEDULE**

Job Classification	Hourly Fee Schedule
Principal, Professional Engineer	\$160.00
Principal, Professional Land Surveyor & Professional Planner	\$150.00
Senior Project Manager	\$140.00
Project Manager	\$125.00
Professional Engineer	\$125.00
Design Engineer	\$105.00
Environmental Scientist	\$110.00
Professional Planner	\$110.00
Review Technician	\$90.00
Senior Draftsman	\$88.00
Drafting Technician	\$83.00
Technician	\$75.00
Professional Land Surveyor	\$110.00
3 Man Field Crew (Conventional)	\$160.00
2 Man Field Crew (GPS)	\$150.00
2 Man Field Crew (Conventional)	\$140.00
1 Man Field Crew (GPS)	\$140.00
Party Chief	\$83.00
Surveyor	\$67.00
Inspection Coordinator	\$95.00
Senior Inspector	\$95.00
Inspector	\$80.00
Technical Writer	\$69.00
Clerical	\$58.00
Expert Testimony (Court Appearance)	\$285.00

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

Relating to inspection services, when applicable, any inspection procedures that exceed eight (8) hours, overtime at the rate of one and one-half times will be charged on that period beyond the original eight (8) hours..

Print Cost:	Black Line Prints	-	\$0.50/S.F.
	Sepias	-	\$0.75/S.F.
	Mylar	-	\$5.00/S.F.
	Xerox Copies	-	\$0.20 per copy
Mileage:		-	\$0.50 Mile
Tolls:		-	REIMBURSABLE

QUALIFICATIONS

GLOUCESTER COUNTY
ENGINEERING & INSPECTION SERVICES



Exhibit F

STATEMENT OF COMPLIANCE

Federici & Akin, PA

Consulting Engineers

The officers of the company hereby certify that the firm of Federici & Akin, PA will comply with the General Terms and Conditions required by the County and enter into the County's Standard Professional Services Contract.

Joseph Federici

Joseph P. Federici, Jr., PE
President

9/3/13

Date

Douglas Akin

Douglas E. Akin, PLS
Vice-President

9/3/13

Date

QUALIFICATIONS

GLOUCESTER COUNTY
ENGINEERING & INSPECTION SERVICES

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER

ss:

I AM President

OF THE FIRM OF Federici & Associates, PA

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE COUNTY OF GLOUCESTER RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OF SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52:34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS 3rd DAY

OF September 20 13.

MATTHEW DAVID SHIELDS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 23, 2014

Matthew David Shields
NOTARY PUBLIC OF

Joseph Federici

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

MY COMMISSION EXPIRES: 1/23/2014



Exhibit H

PUBLIC DISCLOSURE INFORMATION

QUALIFICATIONS

GLOUCESTER COUNTY
ENGINEERING & INSPECTION SERVICES

STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)
FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

CHECK ONE:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check which business entity applies:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Corporation Limited Liability Partnership Limited Liability
 Subchapter S Corporation Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: 1981 Where incorporated: Washington Township

Business Address:

367 Greentree Rd Sewell NJ 08080
 Street Address City State Zip
(856) 589-1400 (856) 582-7974 j.federici@federiciandakin.com
 Telephone # Fax# Email

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

Name	Home Address
<u>Joseph P. Federici</u>	<u>2698 Glassboro-Crosskeys Rd Sewell NJ 08080</u>
Name	Home Address
<u>Douglas Akin</u>	<u>80 Lake Ave Williamstown NJ 08094</u>

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

Signature: Joseph P. Federici Date: 9/3/13

Printed Name and Title: Joseph P. Federici President

Sworn and subscribed before me this 3rd day of September 2013

MATTHEW DAVID SHIELDS
 NOTARY PUBLIC OF NEW JERSEY
 MY COMMISSION EXPIRES JAN. 23, 2014



Exhibit I

REQUEST FOR PROPOSAL CHECKLIST

QUALIFICATIONS

GLOUCESTER COUNTY
ENGINEERING & INSPECTION SERVICES

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

- | | INITIAL
BELOW |
|---|------------------|
| A. An original with Five (5) signed copies of your complete proposal. | <u>JF</u> |
| B. Non-Collusion Affidavit properly notarized | <u>JF</u> |
| C. Public Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity. | <u>JF</u> |
| D. Authorized signatures on all forms. | <u>JF</u> |
| E. Business Registration Certificate(s) Must be submitted prior to award | <u>JF</u> |

Note: N.J.S.A 52:32-44 provides that the County shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.**

NAME OF PROPOSER: Federzi & Akin, PA

Person, Firm or Corporation

BY: Joseph Federzi (NAME) Joseph Federzi President (TITLE)



Exhibit J

BASIS OF AWARD

QUALIFICATIONS

GLOUCESTER COUNTY
ENGINEERING & INSPECTION SERVICES

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.

EVALUATION FACTORS	SCORE
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.	
A. Proposal contains all required checklist information _____ points	
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> _____ points	
C. <u>Relevance and Extent of Similar Engagements performed</u> _____ points	
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> _____ points	
E. Reasonableness of Cost Proposal _____ points	
TOTALS	

E1

RESOLUTION AUTHORIZING EXECUTION OF DOCUMENTS FOR A CONTRACT MODIFICATION BETWEEN THE COUNTY AND THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE 2013 SOCIAL SERVICES FOR THE HOMELESS CONTRACT FOR ADDITIONAL FUNDS FOR PROGRAM YEAR 2013, IN THE FORM OF THE SANDY HOMEOWNER / RENTER ASSISTANCE PROGRAM (SHRAP) GRANT FOR AN AMOUNT NOT TO EXCEED \$108,000.00 FROM SEPTEMBER 1, 2013 TO SEPTEMBER 30, 2015

WHEREAS, the County of Gloucester has been awarded Sandy Homeowner/Renter Assistance Program (SHRAP) funding, in the amount of \$108,000.00 (\$8,000.00 is for administration and operations costs), from September 1, 2013 to September 30, 2015, from the New Jersey Department of Human Services, which will provide services to residents who are homeless or at-risk of homelessness individuals and families who have been negatively impacted by Hurricane Sandy; and

WHEREAS, the County must submit a Grant Contract Modification to the 2013 Social Services for the Homeless Grant with the New Jersey Department of Human Services to receive additional funds in the form of the SHRAP Grant, increasing the 2013 Social Services for the Homeless Grant to a total amount of \$395,766.00; and

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

WHEREAS, the Gloucester County Department of Human Services reviewed all data supplies or to be supplies in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments are true and correct.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Grant Contract Modification and any other pertinent documents between the County and the New Jersey Department Human Services for additional funding in the amount of \$108,000.00, from September 1, 2013 to September 30, 2015.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 2, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

E



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

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

TO: Calvin Mc Farland

DEPARTMENT: Human Services

GRANT TITLE: Contract Modification - 2013 Social Services

for the Homeless Grant for Additional funds in the form of

2013 Sandy Homeowner / Rentals Assistance Program

DATE: September 20, 2013

CERTIFICATION LETTER

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

REVIEWED BY: *Calvin McFarland*

REVIEWED BY: *Lisa A. Cerny (cc:ca)*
Grants Coordinator

FREEHOLDER MEETING: October 2, 2013

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
CONTRACT MODIFICATION FORM

P1.10
ATTCH A

Provider Agency Name County of Gloucester Modification # 1
Fiscal-Year-End 12/31/2013 Contract Term 1/1/13 thru 12/31/13
Contract # SH12008 Cognizant Contract: Yes No

Division(s) affected by the Modification Divison of Family Development

- Date of most recently approved Contract Modification _____
- Requested effective date for this Contract Modification October 1, 2013

Check applicable area(s) to be modified:

- Changes to the Reimbursable Ceiling: from \$287,766.00 to \$387,766.00.
- Increase in Total Cost: from _____ to _____.
- Change in the Contract Term: currently *from* 01/01/13 to 12/31/13 to the revised term 09/01/13 to 09/30/15.
- Change exceeding the Flexible Limits.
- Transfer of budgeted cost across DHS Contract or Clusters.
- Transfer of Federal and/or other revenue across DHS Contracts or Clusters.
- Change to the method of allocating G&A, the indirect cost rate and/or its application.
- Addition or deletion of an entire Budget category (A through M individually).
- Addition of Line Items within Budget Category (B) Consultants and Professional Services.
- Equipment not in approved budget above \$5,000 per item.
- Change in payment methodology.
- Change in the payment rate (s).
- Change in target population.
- Change in contracted performance standards.
- Change in contracted level of service.
- Change in contracted staff/client ratios.
- Change of Subcontractors providing direct services or change to subcontracted direct services.

Please attach an explanation

This form, its attachments and/or revised section(s) of the programmatic Annex and/or the revised itemized Annex B budget or Rate Information Summary, constitute this entire Contract Modification. The persons whose signatures appear below agree to this Contract Modification.

BY: _____ BY: _____
(Signature) (Signature)
Robert M. Damminger
(type name) (type name)

Title Freeholder Director Title _____

Provider _____ Departmental _____
Agency: G.C. Board of Chosen Freeholders Component: DHS/DFD
Date: _____ Date: _____

DATE EFFECTIVE _____
OCP&M rev. 2/05 (To be completed by the Department)

E2

**RESOLUTION AUTHORIZING A THREE (3) MONTH EXTENSION, FROM
OCTOBER 1, 2013 TO DECEMBER 31, 2013, TO CONTRACTS WITH ROWLAND
TRANSPORTATION, INC. AND RAILS CONSULTING SERVICES, LLC,
IN AN AMOUNT NOT TO EXCEED \$17,000.00**

WHEREAS, a contract was awarded to Rowland Transportation, Inc., 425 Raritan Street, Camden, New Jersey 08105 and Rails Consulting Services, LLC, 4100 Sylon Boulevard, Hainesport, New Jersey 08036, on July 22, 2009, per PD# 09-047 for the provision of outside transportation services for Gloucester County residents to travel to/from non-emergency medical appointments and other scheduled appointments; and

WHEREAS, the specifications provided the County with the option to extend for two (2) additional one-year periods, the option to extend has been exercised by the County for two (2) additional one-year periods; and

WHEREAS, the existing contracts with Rowland Transportation, Inc. and Rails Consulting Services, LLC expire on September 30, 2013; and

WHEREAS, in order to meet new federal standards, the contracts cannot be prepared until the Federal Government sends the Federal Standards which will enable the County to prepare bid specifications which must be reviewed by the Federal Government and approved by New Jersey Transit prior to the County authorizing; and

WHEREAS, new Federal Standards require NJ Transit review and approval of all those that submit a bid prior to Gloucester County approving such applicant; and

WHEREAS, the Gloucester County residents who are handicapped or have special needs cannot be put on hold for their transportation needs, the County of Gloucester is required to prepare an extension to the original contracts for reasons specified above, which were unanticipated; and

WHEREAS, the Department of Human Services have been in contact with the Federal Government and the State since early May, 2013, however, the process took much longer than anticipated; and

WHEREAS, the contract extensions shall be a period of three (3) months, from October 1, 2013 to December 31, 2013, for estimated units of services on an as needed basis, in an amount not to exceed \$17,000.00 per extension. 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; and

WHEREAS, all terms and provisions of the previously executed Contracts, with the exception of the extension 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 County does hereby extend the contracts with Rowland Transportation, Inc. and Rails Consulting Services, LLC, for the provision of outside transportation services for Gloucester County residents to travel to/from non-emergency medical appointments and other scheduled appointments for a period of three months, October 1, 2013 to December 31, 2013, in an amount not to exceed \$17,000.00 per extension; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on October 2, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

EA

**AMENDMENT TO CONTRACT
BETWEEN
ROWLAND TRANSPORTATION, INC.
AND THE
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 22ND day of July, 2009, by and between Rowland Transportation, Inc., with offices at 425 Raritan Street, Camden, New Jersey 08105 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 to extend the contract term for a period of three months, from October 1, 2013 to December 31, 2013. The term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, in an amount not to exceed \$17,000.00, from October 1, 2013 to December 31, 2013; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time.

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 _____ day of _____, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROWLAND TRANSPORTATION, INC.

By:
Title:

E2

**AMENDMENT TO CONTRACT
BETWEEN
RAILS CONSULTING SERVICES, LLC
AND THE
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 22ND day of July, 2009, by and between Rails Consulting Services, LLC, with offices at 4100 Sylon Boulevard, Hainesport, New Jersey 08036 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 to extend the contract term for a period of three months, from October 1, 2013 to December 31, 2013. The term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, in an amount not to exceed \$17,000.00, from October 1, 2013 to December 31, 2013; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time.

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 _____ day of _____, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

RAILS CONSULTING SERVICES, LLC

By:
Title:

EB

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT BETWEEN THE COUNTY AND CATHOLIC CHARITIES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$12,500.00

WHEREAS, the County of Gloucester awarded a contract on December 29, 2010, per RFP# 11-008 to Catholic Charities, Inc. to provide 1) Emergency Food; (2) Utility Assistance; (3) Rental Assistance and; (4) Case Management services to Social Services for the Homeless (SSH) eligible and SSH/TANF eligible Gloucester County Residents; and

WHEREAS, the contract was awarded for a term from January 1, 2011 to December 31, 2013, for a maximum contract amount of \$72,779.00 annually; and

WHEREAS, an amendment is necessary to this contract to provide the Sandy Homeowner / Renter Assistance (SHRAP) Program; and

WHEREAS, the contract will be increased by \$12,500.00 from October 1, 2013 to December 31, 2013, resulting in a maximum contract amount of \$85,279.00; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being rendered pursuant to the within agreement, 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 from the County budget from which said funds will be paid; and

WHEREAS, all other terms and provisions of the original contracts that have not been amended herein shall remain in full force and effect.

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

1. 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 an Amendment to the contract between the County of Gloucester and Catholic Charities, Inc. to increase the maximum contract amount by \$12,500.00 from October 1, 2013 to December 31, 2013, resulting in a maximum contract amount \$85,279.00, due to Sandy Homeowner / Renter Assistance (SHRAP) Program.
2. That all other terms and provisions of the original contract shall remain in full force and effect.

BE IT FURTHER RESOLVED that prior to any purchase being made or services rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of Gloucester County certifying that sufficient monies are available at that time for particular purpose, identifying the line item from the County Budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 2, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

E3

**AMENDMENT TO CONTRACT BETWEEN
CATHOLIC CHARITIES, INC.
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 29th day of December, 2010 (Per RFP #11-008), by and between Catholic Charities, Inc. and the County of Gloucester.

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 for additional contract specified Prevention, Case Management and Essential Items Services for unanticipated Sandy Homeowner / Renter Assistance (SHRAP) Services to benefit Gloucester County Residents as the State has made additional funds available. This amendment will increase the contract amount by \$12,500.00 from October 1, 2013 to December 31, 2013, resulting in a contract maximum contract amount of \$85,279.00.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being rendered pursuant to the within agreement, 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 from the County budget from which said funds will be paid.

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

THIS ADDENDUM is effective as of the 2nd day of October, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CATHOLIC CHARITIES, INC.

By:
Title:

E4

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT BETWEEN THE COUNTY AND THE CENTER FOR FAMILY SERVICES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$12,500.00

WHEREAS, the County of Gloucester awarded a contract on December 29, 2010, per RFP# 11-008 to The Center for Family Services Inc. to provide 1) Emergency Food; (2) Utility Assistance; (3) 24 Hour Response; (4) Transitional Housing; and (5) Case Management services to Social Services for the Homeless (SSH) eligible and SSH/TANF eligible Gloucester County Residents; and

WHEREAS, the contract was awarded for a term from January 1, 2011 to December 31, 2013, for a maximum contract amount of \$143,599.00 annually; and

WHEREAS, an amendment is necessary to this contract to provide the Sandy Homeowner / Renter Assistance (SHRAP) Program; and

WHEREAS, the contract will be increased by \$12,500.00 from October 1, 2013 to December 31, 2013, resulting in a maximum contract amount of \$156,099.00; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being rendered pursuant to the within agreement, 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 from the County budget from which said funds will be paid; and

WHEREAS, all other terms and provisions of the original contracts that have not been amended herein shall remain in full force and effect.

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

1. 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 an Amendment to the contract between the County of Gloucester and The Center for Family Services, Inc. to increase the maximum contract amount by \$12,500.00 from October 1, 2013 to December 31, 2013, resulting in a maximum contract amount \$156,099.00, due to Sandy Homeowner / Renter Assistance (SHRAP) Program.
2. That all other terms and provisions of the original contract shall remain in full force and effect.

BE IT FURTHER RESOLVED that prior to any purchase being made or services rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of Gloucester County certifying that sufficient monies are available at that time for particular purpose, identifying the line item from the County Budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 2, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

E4

**AMENDMENT TO CONTRACT BETWEEN
THE CENTER FOR FAMILY SERVICES INC.
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 29th day of December, 2010 (Per RFP #11-008), by and between The Center for Family Services, Inc. and the County of Gloucester.

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 for additional contract specified Prevention, Case Management and Essential Items Services for unanticipated Sandy Homeowner / Renter Assistance (SHRAP) Services to benefit Gloucester County Residents as the State has made additional funds available. This amendment will increase the current contract amount by \$12,500.00 from October 1, 2013 to December 31, 2013, resulting in a maximum contract amount of \$156,099.00.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being rendered pursuant to the within agreement, 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 from the County budget from which said funds will be paid.

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

THIS ADDENDUM is effective as of the 2nd day of October, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**THE CENTER FOR FAMILY
SERVICES, INC.**

By:
Title: