

AGENDA

7:30 p.m. Wednesday, June 11, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from May 21, 2014 and the closed session minutes from April 2, 2014 and May 7, 2014

P-1 Proclamation in Honor of Gateway High School, 1st Place Winner, 18th Annual Gloucester County Consumer Bowl & 2014 Southern New Jersey Regional Consumer Bowl

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF A WORKERS' COMPENSATION CLAIM CAPTIONED DOMINIC CAMA v. GLOUCESTER COUNTY, C.P. NO. 2009-27511.

The general nature of the subject to be discussed at the closed meeting of June 11, 2014, shall be the possible settlement of the above workers' compensation matter. The Petitioner is represented by Seth Shaine, Esquire.

A-2 – RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFFS, WESTBROOK AT WEATHERBY, LLC. V. WOOLWICH TOWNSHIP, DOCKET NUMBERS 008563-2012, 010079-2013 AND U.S. FOODSERVICE V. WOOLWICH TOWNSHIP, DOCKET NUMBERS 005931-2012, 002137-2013 AND 001571-2014.

The Plaintiff, Westbrook at Weatherby, LLC., represented by the law firm McKirdy & Riskin, P.A., filed state tax appeals contesting the assessment on the subject property known as Block 2.08, Lot 24.01, and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1. This resolution authorizes settlement of the appeals per the terms set forth in the resolution.

The Plaintiff, US Foodservice, represented by the law firm Janata, LaCap & Associates, P.C., filed state tax appeals contesting the assessment on the subject property known as Block 6, Lot 1.05, and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1. This resolution authorizes settlement of the appeals per the terms set forth in the resolution.

A-3 RESOLUTION AUTHORIZING AN AGREEMENT FOR A COOPERATIVE PRICING SYSTEM WITH VARIOUS MUNICIPALITIES PROVIDING FOR THE ESTABLISHMENT OF AN ENERGY AGGREGATION PROGRAM PURSUANT TO THE GOVERNMENT ENERGY AGGREGATION ACT OF 2003, N.J.S.A. 48:-93.1 TO 98.

On July 10, 2013 the BOCF established an Energy Aggregation Program pursuant to NJSA 48:93-1 to 98 that creates the mechanism for residential and non-residential consumers to realize savings on electric energy bills. Determining it in the best interests of their constituents, the following municipal governing bodies have passed resolutions joining the Energy Aggregation Program: Borough of Clayton, Deptford Township, Mantua Township, National Park, Borough of Woodbury Heights, and Woolwich Township. This resolution authorizes the use of the Jersey Energy Group's Reverse Auction Platform to seek competitive power supply bids from licensed and appropriate third party power suppliers. As required by this resolution, the power bid specifications will mandate that consumer protection provisions be included in any power supply contract(s) to insure that program participants never pay more for electric energy through the aggregation program.

A-4 RESOLUTION EXTENDING THE CONTRACT WITH GENERAL CODE, LLC FROM MARCH 27, 2014 TO DECEMBER 31, 2014.

This Resolution authorizes an extension of a contract with General Code, LLC for Law and Ordinance Codification, Supplementation Services and ECode360 Updates to our Administrative Code from March 27, 2014 to December 31, 2014. This extension is due to the fact that more time is needed to finish the project due to review of statutes and County policies. This service related to this contract is technical and unique, extraordinary and unspecifiable, and is an exception to the Local Public Contracts Law, as described and provided in R. 40A:11-5(1)(a).

A-5 RESOLUTION TO CONTRACT WITH TYCO INTEGRATED SECURITY, LLC FOR THE MAINTENANCE OF THE DOOR LOCK ENTRY SYSTEMS IN AN AMOUNT NOT TO EXCEED \$40,000.00 FROM MARCH 27, 2014 TO MARCH 26, 2015.

Tyco Integrated Security, formerly known as ADT Security Services, Inc., installed and maintained the County security access control system in various County buildings since its installation in 2006. Servicing the system has become proprietary to the installer. The County now needs a maintenance program that would allow Tyco Integrated Security to continue performing routine maintenance/replacement on all currently installed Casi-Rusco/Lenel Access Control equipment. Additionally, the Schlage Geometric Hand Readers in all County facilities were purchased and licensed through the Tyco Company. Replacement of these units require the licensed Vendor or purchasing Vendor (Tyco) to interact with Schlage to correct issues.

A-6 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DECOTIIS, FITZPATRICK & COLE, LLP, FOR PROFESSIONAL TAX ATTORNEY SERVICES, FOR AN AMOUNT NOT TO EXCEED \$150,000.00, FROM JUNE 12, 2014 TO JUNE 11, 2015.

Resolution authorizing the execution of a professional services contract with DeCotiis, Fitzpatrick & Cole, LLP, with offices at Glenpointe Centre West, 500 Frank W. Burr Blvd., Suite 31, Teaneck, NJ 07666, for the provision of Tax Attorney services for Large Scale and Complex Facilities in the County of Gloucester, as per RFP-14-021, for an amount not to exceed \$150,000.00, from June 12, 2014 to June 11, 2015. The County requested proposals from attorneys or law firms licensed to practice law in the State of New Jersey relative to the provision of Tax Attorney services for real property tax appeals before the New Jersey Courts. Gloucester County is now responsible for the defense of all tax appeals. This contract is for specialized expertise regarding various property types including large scale and complex Commercial and Industrial facilities, Petro Chemical Facilities, Hotel / Motel, Heavy Industrial Manufacturing facilities, Assisted Living Facilities and Long Term Care facilities and various other special use properties.

A-7 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH CUMBERLAND COUNTY FOR HOUSING GLOUCESTER COUNTY ADULT MALE INMATES EFFECTIVE JUNE 1, 2014.

This Resolution authorizes the execution of an addendum to the contract with Cumberland County for housing of Gloucester County Adult Males extending contract from May 29, 2014 to May 28, 2015 at the rate of \$100.00 per day per inmate up to 100 inmates; and \$83.00 per day per inmate for inmates over 100, which will provide savings to the County. The Addendum will also incorporate provisions regarding evacuation procedures. The original direct services contract was entered into June 1, 2013.

A-8 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH BURLINGTON COUNTY FOR HOUSING GLOUCESTER COUNTY ADULT MALE INMATES EFFECTIVE JUNE 1, 2014.

This Resolution authorizes the execution of an addendum to the contract with Burlington County for housing of Gloucester County Adult Males extending contract from June 1, 2014 to May 31, 2015 at the rate of \$83.00 per day per inmate and to incorporate provisions regarding evacuation procedures. The original direct services contract was entered into June 1, 2013.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING A ONE YEAR EXTENSION TO THE CONTRACT WITH MID-ATLANTIC STATES CAREER AND EDUCATION CENTER IN AN AMOUNT NOT TO EXCEED \$190,000.00, AND ST. JOHN OF GOD COMMUNITY SERVICES IN AN AMOUNT NOT TO EXCEED \$160,000.00 FROM JULY 1, 2014 TO JUNE 30, 2015.

This Resolution authorizes a final one year extension of the contract with Mid-Atlantic States Career and Education Center in an amount not to exceed \$190,000.00 and with St. John of God Community Services in an amount not to exceed \$160,000.00 from July 1, 2014 to June 30, 2015. The option to extend these contracts is pursuant to the contracts awarded through RFP #012-034 for the provision of an Alternative Work Experience Program (AWEP) short term job training and job placement services for Temporary

Assistance to Needy Families (TANF) and General Assistance/Supplemental Nutrition Assistance Program (SNAP) participants. This program will help with our Federal Participation rate because these individuals will be in a "to work" countable activity and will eventually be self-sufficient. To date, Mid-Atlantic has a 90-95% overall performance with a 37% job placement performance rate. Please note that this vendor helps those who have been incarcerated/ex-offenders, which includes a large number of the WFNJ participants. To date, St. John of God has a 90-95% performance rate with a 35% job placement rate. These performance benchmarks include participants who have completed life skills, obtained unsubsidized employment, and achieved a 90-day job retention rate.

C-2 RESOLUTION AUTHORIZING THE EXECUTION OF HUD FORM (7015.15) AND ANY OTHER RELATED DOCUMENTS NECESSARY FOR REMEDIATION OF CERTAIN ENVIRONMENTAL CONTAMINANTS IN THE TOWNSHIP OF FRANKLIN.

The Department of Public Works-Planning Division is requesting a Resolution authorizing the execution of HUD Forms 7015.15 entitled Request for Release of Funds and Certification relative to the project for to the Township of Franklin for the remediation of environmental contaminants and/or treatment of such contaminant to render them harmless in order to eliminate a detriment to public health and safety.

Community Development Block Grant (CDBG) funds have been allocated toward the remediation activity in the amount of \$50,000.00.

C-3 RESOLUTION AUTHORIZING AMENDMENT TO THE CONTRACT WITH CHURCHILL CONSULTING ENGINEERS IN THE AMOUNT OF \$24,360.00.

This Resolution will authorize Professional Services Contract Modification with Churchill Consulting Engineers (344 North Route 73, Suite A, Berlin, NJ 08009), in the amount of \$24,360.00, required for additional Construction Management and Inspection Services for the roadway improvement project known as the "Storm Sewer Rehabilitation for West Holly Avenue, County Route 624, in the Borough of Pitman, Gloucester County, New Jersey," Engineering Project #05-03SA, (hereinafter "Project"). The modification covers additional project inspection hours due to additional work ("Change in Scope of Work") not included in the original construction contract. The expanded cost of \$24,360.00 creates a new contract total of \$178,780.87. The costs are 100% State Aid Funded.

C-4 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #02-INCREASE WITH NUPUMP CORPORATION IN THE AMOUNT OF \$44,470.00.

This Resolution will authorize and approve a Contract Change Order #02-Increase with NuPump Corporation (601 W. Main Street, Malaga, NJ 08328-0157) for additional items for mobilization, excavation, concrete plug, concrete low strength material and a filter drain, in the amount of \$44,470.00 for the bridge repair project known as "Priority Repairs to County Bridge 2-H-1, Grove Road, C.R. 643, over Woodbury Creek, West Deptford Township, Gloucester County, New Jersey", Engineering Project #11-01 (hereinafter the "Project"). The change order covers items to address settlement as an emergency repair on the bridge unrelated to work to be performed under the original contract with NuPump. This contract was awarded based upon bids that were publicly received and opened by the County for the Project on Tuesday, April 16, 2013. NuPump Corporation was to be the lowest responsive and responsible bidder for the Project. This project consists of the repairs to the bridge piles, decking, and deck joints, with associated replacements of navigation lights, timber fender boards, concrete sidewalks, curbs, riprap erosion protection, and epoxy painting of piles, parapets and abutments. This project is 100% state aid funded.

C-5 RESOLUTION TO CONTRACT CONSTRUCTION MANAGEMENT & INSPECTION SERVICES WITH CME ASSOCIATES INC. FOR THE RESURFACING AND SAFETY IMPROVEMENT PROJECT TO EGG HARBOR ROAD (CR-630) BETWEEN PEMBROOK DRIVE AND THE WASHINGTON TOWNSHIP MUNICIPAL BUILDING/KENNEDY MEDICAL CENTER DRIVE, IN THE TOWNSHIP OF WASHINGTON FOR THE AMOUNT OF \$193,766.56.

This Resolution will authorize and approve the County's entry into a Professional Services Contract, per RFP-014-023, with CME Associates, Inc. (3141 Bordentown Avenue, Parlin, NJ 08859-1162) for construction management and inspection services for the roadway improvement project known as the "Reconstruction of Egg Harbor Road (CR-630) between Pembroke Drive and the Washington Township Municipal Building/ Kennedy Medical Center Drive, in the Township of Washington" Federal Project No. STP-4048(107) Construction, Engineering Project #14-01FA, in the amount of \$193,766.56. This contract is proposed to be awarded based upon requests for proposals that were publicly received and opened by the County for the project on Tuesday, April 29, 2014.

C-6 RESOLUTION AWARDED CONTRACTS TO CRAIG TESTING LABORATORIES, INC., PENNONI ASSOCIATES, INC., AND FRENCH & PARRELLO ASSOCIATES, PA, IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR EACH CONTRACT FROM JUNE 11, 2014 TO JUNE 10, 2015.

This Resolution will authorize Professional Services Contracts for the County Engineering Department with (1) Craig Testing Laboratories, Inc., 5439 Harding Highway, PO Box 427, Mays Landing, NJ 08330; (2) Pennoni Associates Inc., 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035; and (3) French and Parrello Associates, PA, 1800 Route 34, Suite 101, Wall NJ 07719, as per RFP-014-024 for county wide material testing and inspection of concrete, asphalt & soils, Project #14-10, for a period of one (1) year in an amount not to exceed \$30,000.00 per contract year, from June 11, 2014 to June 10, 2015 for each testing company. These services are required to test materials for compliance to New Jersey Department of Transportation (NJDOT) and supplemental specifications. Testing is required to receive federal and state funding for road and bridge construction and is a reimbursable expense.

DEPARTMENT OF EDUCATION**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO****DEPARTMENT OF HEALTH &
HUMAN SERVICES****FREEHOLDER TALIAFERRO
FREEHOLDER BARNES****E-1 RESOLUTION AUTHORIZING THE RENEWAL OF THE SPECIAL CHILD HEALTH SERVICES GRANT FOR CASE MANAGEMENT SERVICES FOR CHILDREN WITH SPECIAL HEALTH AND DEVELOPMENT NEEDS IN THE AMOUNT OF \$170,064.00 FROM JULY 1, 2014 TO JUNE 30, 2015.**

This Resolution will authorize the County's Department of Health, Senior and Disability Services, Division of Disability Services to submit a grant renewal application, State Grant ID#DFHS-15-CSE-023, to the State of New Jersey Department of Health, Division of Family Health Services from July 1, 2014 to June 30, 2015, in the amount of \$170,064.00. The grant will allow the Special Child Health Unit of the County's Division of Disability Services to provide Case Management services for children from birth to age 21 who have a special health and developmental needs. \$168,564.00 is designated as personnel costs, \$1,000.00 for office supplies, and \$500.00 for training for a total of \$170,064.00.

E-2 RESOLUTION AUTHORIZING GRANT APPLICATION AND EXECUTION OF AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE CY2015 SOCIAL SERVICES HOMELESS GRANT, IN AN AMOUNT NOT TO EXCEED \$402,078.00.

The Social Services for the Homeless Grant is re-allocated to Not-for-Profit (501c3) Agencies who provide emergency services to working poor County residents, our residents who are eligible for Temporary Assistance to Needy Families (TANF) but not receiving TANF and residents who are eligible for Social Services Block Grant SSBG funding and are ineligible for Work First NJ (TANF, SSI or GA) Emergency Assistance. The services available include emergency shelter, emergency food, utility assistance, rent/mortgage assistance, case management and 24 hour emergency response.

**DEPARTMENT OF PARKS &
LAND PRESERVATION****FREEHOLDER DIMARCO
FREEHOLDER CHILA****F-1 RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND GLOUCESTER COUNTY COLLEGE FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES.**

This Resolution authorizes a Shared Services Agreement to provide landscape design services to Gloucester County College for the creation of a garden area project to be located at the College Services Building, 6 Barnsboro-Blackwood Road, Sewell. The garden area will be used by students and staff participating in Youth One Stop and Gloucester County College programs at the site. Landscape design services will be provided free of charge by the County-employed Landscape Design Architect. All other services, materials and the like, will be provided for and arranged by the College.

F-2 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF JEANETTE A. AUSTIN, LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 702, LOTS 12 AND 12.04, CONSISTING OF APPROXIMATELY 46.0 ACRES, FOR THE AMOUNT OF \$437,000.00.

This resolution authorizes the purchase of the development rights on properties in the Township of Logan and owned by Jeanette A. Austin, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next two months. The acquisition of the said development rights is based on a certified value of \$9,500.00 per acre, and the property is eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$2,493.00 for Curran Realty Advisors and \$3,000.00 for the Hanson Organization. This property is contiguous to more than 500 acres of previously preserved farmland and is in close proximity to more than 1,000 acres of previously preserved farmland and open space.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES****FREEHOLDER CHRISTY
FREEHOLDER DIMARCO****G-1 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION WITH WASTE MANAGEMENT OF NEW JERSEY, INC., IN AN AMOUNT NOT TO EXCEED \$130,000.00 PER YEAR, FROM JUNE 21, 2014 TO JUNE 20, 2016.**

This Resolution extends the contract with Waste Management of New Jersey, originally entered into on June 20, 2012 for refuse removal for the County, for one (1) two year term through June 20, 2016 in an amount not to exceed \$130,000.00 per year.

G-2 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO COOPER WILBERT VAULT CO., INC. FOR THE SUPPLYING AND DELIVERY OF ALL LABOR AND MATERIAL FOR A BACKHOE OPERATOR FOR GRAVE DIGGING SERVICES FOR THE VETERANS MEMORIAL CEMETERY FROM JULY 7, 2014 TO JULY 6, 2016.

This resolution authorizes the execution and award of a contract to Cooper Wilbert Vault Co., Inc. for the supply and delivery of all labor and material for a backhoe operator for grave digging services for the Veterans Memorial Cemetery in Williamstown; services and costs are set forth in the bid specifications PD 14-014. All services will be provided at no cost to the County; costs will be paid by the families of the deceased. The contract term is July 7, 2014 to July 6, 2016 with an option to extend for one (1) two (2) year term, or two (2) one (1) year terms.

G-3 - RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE DRUNK DRIVING ENFORCEMENT FUND GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY IN THE AMOUNT OF \$15,000.00 FROM JULY 1, 2014 TO JUNE 30, 2015.

These grant funds are surcharges collected as a result of drunk driving convictions in municipal police departments, with a portion of the funds given to the County Agency (Prosecutor's Office) to use in combating drunk driving. The County is requesting said funds on behalf of the County Prosecutor's Office to purchase: (1) several software updates to crash investigation programs including but not limited to Expert Autostats, AR Pro, CrashZone and Adobe Photoshop Professional necessary in the reconstruction and documentation of drunk driving crashes; (2) newly supported cables and software update for the Crash Data Retrieval (black box) used in the reconstruction of drunken driving crashes; (3) membership renewals for crash investigator to accident reconstruction associations to maintain current knowledge of drunk driving prosecution issues and accident reconstruction techniques; (4) blood and urine kits for use in the prosecution of DWI related crashes; and, (5) uniforms and equipment for use at DWI checkpoints. All items will be utilized to investigate and prosecute individuals charged in drunk, drugged or aggressive driving crashes.

Old Business

New Business

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

Adjournment

MINUTES

7:30 p.m. Wednesday, May 21, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy	X	
DiMarco	X	
Simmons	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 May 7, 2014

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48416 Proclamation Proclaiming May 2014 as Older Americans Month (Taliaferro) (previously presented)

48417 Proclamation proclaiming May 12th – 16th as National Small Business Week in Gloucester County (Simmons) (to be presented at a later date).

48418 Proclamations for the Best of Gloucester County winners (Simmons) (to be presented at a later date)

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48419 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO: (i) \$4,974,000 OF ITS GENERAL OBLIGATION BONDS, SERIES 2014; (ii) \$4,250,000 OF ITS COUNTY COLLEGE BONDS, SERIES 2014; AND (iii) \$4,997,000 OF ITS COUNTY COLLEGE BONDS (BUILDING OUR FUTURE BOND ACT), SERIES 2014; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48420 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, CASSEL ELLIS v. GLOUCESTER COUNTY, C.P. NO. 2011-13694 IN THE AMOUNT OF \$26,500.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48421 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFF, KOHL'S DEPARTMENT STORES, INC. V. MANTUA, DOCKET NUMBERS 010151-2012, 001143-2013.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48422 RESOLUTION AUTHORIZING INSTITUTE OF LITIGATION AGAINST WEST DEPTFORD TOWNSHIP FOR DEFAULTING ON FINANCIAL OBLIGATIONS TO THE COUNTY.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48423 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48424 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MAY 2014.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		14-03598 14-03603 14-03865
Taliaferro			X		
Damminger			X		

Comments: N/A

48425 RESOLUTION REGARDING APPOINTMENTS TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons					X
Taliaferro		X	X		
Damminger			X		

Comments: N/A

48426 RESOLUTION TO CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR THE MAINTENANCE, UPDATES, SOFTWARE LICENSING AND SUBSCRIPTION RENEWAL OF GEOGRAPHIC INFORMATION SYSTEMS MAPPING SOFTWARE IN AN AMOUNT NOT TO EXCEED \$20,000.00 FROM MAY 2, 2014 TO MAY 1, 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48427 RESOLUTION AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FOR THE COMMVAULT SOFTWARE PREMIER SUPPORT COVERAGE AND REMOTE OPERATIONS MANAGEMENT SERVICE FOR THE TOTAL CONTRACT AMOUNT OF \$17,694.60 FROM JULY 16, 2014 TO JULY 15, 2015

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48428 RESOLUTION ADOPTING A PROTOTYPICAL DEFERRED COMPENSATION PLAN PURSUANT TO SECTION 457 OF THE FEDERAL INTERNAL REVENUE CODE AND AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT WITH MASS MUTUAL FINANCIAL GROUP AND THE VARIABLE ANNUITY LIFE INSURANCE COMPANY ("VALIC").

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48429 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF SALEM FOR HOUSING GLOUCESTER COUNTY ADULT MALE AND FEMALE INMATES FROM JUNE 1, 2014 TO MAY 31, 2024.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48430 RESOLUTION REQUIRING ALL COUNTY EMPLOYEES TO BE COMPENSATED BY DIRECT DEPOSIT ONLY COMMENCING JULY 1, 2014 IN ACCORDANCE WITH P.L. 2013, C.28.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48431 RESOLUTION AUTHORIZING PAYMENT TO THE CAMDEN COUNTY HEALTH SERVICES AND/OR OTHER APPROPRIATE HOSPITALS FOR COURT-ORDERED INPATIENT MEDICAL TREATMENT FOR GLOUCESTER COUNTY RESIDENTS PURSUANT TO N.J.S. 30:4-60 IN AN AMOUNT NOT TO EXCEED \$425,000.00 FOR THE YEAR 2014.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

48432 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE VETERANS TRANSPORTATION GRANT FROM THE NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS FOR THE PROVISION OF TRANSPORTATION SERVICES TO COUNTY VETERANS IN THE TOTAL AMOUNT OF \$30,000.00, FROM JULY 1, 2014 TO JUNE 30, 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

48433 RESOLUTION REVISING THE COMMUNITY DEVELOPMENT PY2012 ANNUAL ACTION PLAN AND APPROVING A CHANGE IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC FACILITIES PROJECTS.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48434 RESOLUTION AUTHORIZING A JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY, FOR A TOTAL AMOUNT OF \$30,860.00, FROM JUNE 1, 2014 TO MAY 31, 2015.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48435 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE TRANSPORTATION AND COMMUNITY DEVELOPMENT INITIATIVE (TCDI) GRANT FROM THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION, IN THE TOTAL AMOUNT OF \$100,000.00, WITH AN IN-KIND MATCH OF \$25,000.00, FROM JUNE 1, 2015 TO JUNE 30, 2017.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48436 RESOLUTION AUTHORIZING PAYMENT TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR GLOUCESTER COUNTY'S SHARE OF THE FISCAL YEAR 2014 PLANNING PROGRAM IN THE TOTAL AMOUNT OF \$41,510.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48437 RESOLUTION APPROVING CONTRACT CHANGE ORDER #01-INCREASE WITH R.E. PIERSON, INC. IN THE AMOUNT OF \$17,930.90 FOR ENGINEERING PROJECT #05-03SA IN THE BOROUGH OF PITMAN.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					X
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48438 RESOLUTION TO CONTRACT WITH P & A CONSTRUCTION, INC. FOR THE PHASE 2 - RECONSTRUCTION OF EGG HARBOR ROAD, COUNTY ROUTE 630, WASHINGTON TOWNSHIP PROJECT FOR THE TOTAL AMOUNT OF \$2,365,843.47.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					X
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48439 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT 13-DT-BLA-669 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION INCREASING FUNDING IN THE AMOUNT OF \$72,889.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO**

48440 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY FROM JULY 1, 2014 TO JUNE 30, 2015 FOR AN AMOUNT NOT TO EXCEED \$500,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes	X		X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

48441 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY \$8,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

48442 RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE STATE OF NEW JERSEY FOR THE FY2014-2015 DESTINATION MARKETING ORGANIZATION (DMO) GRANT IN THE AMOUNT OF \$5,000.00 WITH A CASH MATCH BY THE COUNTY OF \$1,250.00, FOR A TOTAL AMOUNT OF \$6,250.00 FROM OCTOBER 1, 2014 TO OCTOBER 1, 2015.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48443 RESOLUTION ESTABLISHING A PUBLIC HEARING DATE OF JUNE 25, 2014, REGARDING POSSIBLE ACQUISITION BY THE COUNTY OF BLOCK 400, LOT 3 IN THE TOWNSHIP OF DEPTFORD AND BLOCK 173, LOT 4 IN THE TOWNSHIP OF MANTUA, WITH OPEN SPACE PRESERVATION TRUST FUNDS.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

48444 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE GLOUCESTER COUNTY CLICK IT OR TICKET PROGRAM GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY IN THE AMOUNT OF \$24,000.00 FROM MAY 1, 2015 TO JUNE 30, 2015.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48445 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION WITH BILLOWS ELECTRIC SUPPLY, CO., FOR AN AMOUNT NOT TO EXCEED \$60,000.00 PER YEAR FROM JUNE 1, 2014 TO MAY 31, 2016.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			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
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: Lorraine Beckett, Mantua Township, thanked Freeholder Taliaferro and his aide, Donna, for their help with a constituent for housing and transportation.

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 7:54 PM

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

***In Honor of Gateway High School
1st Place Winner
18th Annual Gloucester County Consumer Bowl
&
2014 Southern New Jersey Regional Consumer Bowl***

WHEREAS, the Gloucester County Consumer Bowl is a program that challenges young people to understand the State's Consumer Fraud Act and Title 51 of Weights and Measures Statutes which are enforced by the County Office of Consumer Protection and the State Office of the Attorney General; and

WHEREAS, the Gloucester County Office of Consumer Protection and the New Jersey Department of Consumer Affairs held its 18th Annual Consumer Bowl on February 25, 2014 in which three county high schools competed. Gateway High School members Meghan Calhoun-Captain, Saige Marchek, Gina Torres, Mercedes Baxter, Ceaira Harris and Nicolette Taylor and teacher/advisor, Marygail Muller, were victorious in the championship over runner up West Deptford High School; and

WHEREAS, Gateway High School went on to compete in the Southern New Jersey Regional Consumer Bowl Competition on April 11, 2014 and won 1st place beating out teams from Moorestown Friends, Absegami High School, Ocean City High School and Audubon High School. Final score was 155-90 in a run-off with Audubon High School; and

WHEREAS, on May 19, 2014, the students from Gateway High School advanced to the New Jersey State Consumer Bowl Championship Competition and competed admirably.

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Heather Simmons, Adam J. Taliaferro, Frank J. DiMarco, and Daniel Christy do hereby honor and congratulate Gateway High School students Meghan Calhoun, Saige Marchek, Gina Torres, Mercedes Baxter, Ceaira Harris and Nicolette Taylor and their teacher/advisor, Marygail Muller, for winning the 18th Annual Gloucester County Consumer Bowl and 2014 Southern New Jersey Regional Consumer Bowl Competitions.

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 11th day of June, 2014.

*Robert M. Damminger
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Daniel Christy
Freeholder*

*Frank J. DiMarco
Freeholder*

*Heather Simmons
Freeholder*

*Adam J. Taliaferro
Freeholder*

Attest: _____
Robert N. DiLella, Clerk

AI

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD
OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER
TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF
A WORKERS COMPENSATION CLAIM CAPTIONED
DOMINIC CAMA V. GLOUCESTER COUNTY,
C.P. NO. 2009-27511**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

WHEREAS, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12b, which items are recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12b.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *June 11, 2014*.
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the Workers' Compensations claims, and the litigation matter as entitled above.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on June 11, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A2

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFFS, WESTBROOK AT WEATHERBY, LLC. V. WOOLWICH TOWNSHIP, DOCKET NUMBERS 008563-2012, 010079-2013 AND U.S. FOODSERVICE V. WOOLWICH TOWNSHIP, DOCKET NUMBERS 005931-2012, 002137-2013, AND 001571-2014

WHEREAS, the Plaintiff, Westbrook at Weatherby, LLC, represented by the law firm McKirdy & Riskin, P.A., filed state tax appeals contesting the assessment on the subject property known as Block 2.08, Lot 24.01, within the Township of Woolwich; and

WHEREAS, the Plaintiff, U.S. FoodService v. Woolwich Township, represented by the law firm Janata, LaCap & Associates, P.C., filed state tax appeals contesting the assessment on the subject property known as Block 6, Lot 1.05, within the Township of Woolwich; and

WHEREAS, the pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1, the Gloucester County Office of Assessment is responsible for assessing all properties within Gloucester County, and is the Taxing District for purposes of assessing properties and defending claims challenging said assessments therein pursuant to the above cited Act and New Jersey Court Rule 8:13; and

WHEREAS, the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims by Stipulation of Settlement attached hereto and hereby incorporated; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices under N.J.S.A. Title 54.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that disposition of the complaints filed by the herein mentioned Plaintiff is authorized as follows and as more specifically set forth in the attached Stipulation of Settlement:

Westbrook at Weatherby, LLC v. Woolwich Township:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$7,701,100	Withdraw
2013	\$13,424,900	\$13,000,000
2014	\$13,424,900	\$12,700,000
2015	\$13,424,900	\$12,250,000

U.S. FoodService v. Woolwich Township:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$3,740,300	Withdraw
2013	\$7,947,600	Withdraw
2014	\$7,947,600	\$7,300,000

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 11, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A2

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER

Eric M. Campo, Assistant County Counsel

Attorney Identification No.: 026721998

1200 North Delsea Drive - Building A

Clayton, New Jersey 08312

(856) 307-6425; Fax (856)307-6447

US FOODSERVICE,	:	TAX COURT OF NEW JERSEY
	:	COUNTY OF GLOUCESTER
	:	
Plaintiff,	:	Docket No.: 005931-2012
v.	:	002137-2013
	:	001571-2014
	:	
WOOLWICH TOWNSHIP,	:	Civil Action
	:	
	:	Honorable Patrick DeAlmeida, P.J.T.C.
Defendant.	:	
	:	
	:	STIPULATION OF SETTLEMENT
	:	(Local Property Tax)

1. It is stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block	Lot	Unit Qualifier
6	1.05	
Street Address		Year
Gloucester Court		2012
	Original Assessment	County Tax Board Judgment
Land	\$ 568,700	N/A
Improvements	\$3,171,600	
Total	\$3,740,300	Requested Tax Court Judgment
		WITHDRAW

Block	Lot	Unit Qualifier
6	1.05	
Street Address		Year
Gloucester Court		2013
	Original Assessment	County Tax Board Judgment
Land	\$ 743,800	N/A
Improvements	\$7,203,800	
Total	\$7,947,600	Requested Tax Court Judgment
		WITHDRAW

Block 6	Lot 1.05	Unit Qualifier
Street Address Gloucester Court		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 743,800	N/A	\$ 743,800
Improvements	\$7,203,800		\$6,556,200
Total	\$7,947,600		\$7,300,000

2. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year(s) _____ and _____, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).
3. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
4. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
5. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
6. No party shall file an appeal for the tax year 2015 for the subject property except to enforce this settlement.
7. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
8. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.

9. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

JANAP & ASSOCIATES, P.C.

Dated: _____

MICHAEL A. HAZEN, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND
County Tax Assessor

A2

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER

Eric M. Campo, Assistant County Counsel

Attorney Identification No.: 026721998

1200 North Delsea Drive – Building A

Clayton, New Jersey 08312

(856) 307-6425; Fax (856)307-6447

WESTBROOK AT WEATHERBY, LLC,	:	TAX COURT OF NEW JERSEY
	:	COUNTY OF GLOUCESTER
Plaintiff,	:	Docket No.: 010079-2013
	:	008563-2012
v.	:	_____ -2014
	:	Civil Action
WOOLWICH TOWNSHIP,	:	
Defendant.	:	Honorable Patrick DeAlmeida, P.J.T.C.
	:	
	:	STIPULATION OF SETTLEMENT
	:	(Local Property Tax)

1. It is stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block 2 (Now known as Block 2.08)	Lot 24.01	Unit Qualifier
Street Address Westbrook Drive	Year 2012	

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ <u>794,600</u>	N/A	WITHDRAW
Improvements	\$ <u>6,906,500</u>		
Total	\$ <u>7,701,100</u>		

Block 2.08 (Formerly known as Block 2)	Lot 24.01	Unit Qualifier
Street Address Westbrook Drive		Year 2013

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ <u>5,725,000</u>	N/A	\$ <u>5,725,000</u>
Improvements	\$ <u>7,699,900</u>		\$ <u>7,275,000</u>
Total	\$ <u>13,424,900</u>		\$ <u>13,000,000</u>

Block 2.08 (Formerly known as Block 2)	Lot 24.01	Unit Qualifier
Street Address Westbrook Drive		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ <u>5,725,000</u>	N/A	\$ <u>5,725,000</u>
Improvements	\$ <u>7,699,900</u>		\$ <u>7,025,000</u>
Total	\$ <u>13,424,900</u>		\$ <u>12,750,000</u>

2. The parties acknowledge that the Court may not have jurisdiction over the following provision of this Stipulation of Settlement. However, the parties agree that the assessment shall be as follows:

Block 2.08 (Formerly known as Block 2)	Lot 24.01	Unit Qualifier
Street Address Westbrook Drive		Year 2015

	ORIGINAL ASSESSMENT	2015 ASSESSMENT
Land	\$ <u>5,725,000</u>	\$ <u>5,725,000</u>
Improvements	\$ <u>7,699,900</u>	\$ <u>6,525,000</u>
Total	\$ <u>13,424,900</u>	\$ <u>12,250,000</u>

3. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year(s) _____ and _____, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).
4. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
5. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
6. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
7. No party shall file an appeal for the tax year 2014 for the subject property except to enforce this settlement.
8. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
9. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.

10. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

McKIRDY & RISKIN, P.A.

Dated: _____

THOMAS OLSON, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND
County Tax Assessor

RESOLUTION AUTHORIZING AN AGREEMENT FOR A COOPERATIVE PRICING SYSTEM WITH VARIOUS MUNICIPALITIES PROVIDING FOR THE ESTABLISHMENT OF AN ENERGY AGGREGATION PROGRAM PURSUANT TO THE GOVERNMENT ENERGY AGGREGATION ACT OF 2003, N.J.S.A. 48:-93.1 TO 98

WHEREAS, the State of New Jersey has been engaged in a process to establish a competitive market place through deregulation and restructuring the electric utility market that provide mechanisms for county and municipal governments to join together to realize savings for residential and non-residential consumers; and

WHEREAS, the establishment of government aggregator and an energy aggregation program to purchase electric generation service pursuant to N.J.S.A. 48:3-93.1 et seq. and N.J.A.C. 14:4-6.1 et seq. will increase competition for the provision of electric power to residential and non-residential users, thereby increasing the likelihood of lower electric rates for these users without causing any interruption in service; and

WHEREAS, under the aggregation process, the residential and non-residential ratepayers have the opportunity to realize a savings in electric energy costs; and

WHEREAS, the citizens of Gloucester County have a substantial economic and social interest at stake; and

WHEREAS, Gloucester County hereby finds that it is in the best interests of residential and non-residential electric ratepayers to enter into an aggregation agreement in order to seek substantial savings on electric rates; and

WHEREAS, a Resolution establishing an Energy Aggregation Program pursuant to the Government Energy Aggregation Act of 2003, N.J.S.A. 48:-93.1 to 98 passed by the County Board of Freeholders on July 10, 2013; and

WHEREAS, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the procurement and provision of goods and services and enter into a Cooperative Pricing Agreement for its administration which is attached to this Resolution; and

WHEREAS, various municipalities have joined the Energy Aggregation Program including the Borough of National Park which joined on November 13, 2013, the Borough of Clayton which joined November 14, 2013, the Township of Mantua which joined on December 8, 2013, the Borough of Woodbury Heights which joined on December 18, 2013, the Township of Woolwich which joined on October 21, 2013 and the Township of Deptford which joined on May 5, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester authorize an agreement for a Cooperative Pricing System with various municipalities that provides for the establishment of a Energy Aggregation Program pursuant to the Government Energy Aggregation Act of 2003, N.J.S.A. 48:-93.1 to 98; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders of the County of Gloucester will utilize Jersey Energy Group's Reverse Energy Auction Platform pursuant to the NJ E-PROCUREMENT pilot program (P.L. 2001, c.30) under the NJ Department of Community Affairs. The Reverse Energy auction will seek bids from licensed and appropriate third party suppliers. The bid specifications shall include, inter alia, the following consumer protection provisions:

- A. A "Price Match Guarantee" provision that should the local utility rate fall below the aggregation rate at any time during the contract, the electric supplier has the obligation to either match the local utility's price or seamlessly switch all consumer accounts back to the local utility. The purpose of this provision is to insure that consumers will never pay

- more for energy through the aggregation program;
- B. Consumers can enter or exit the aggregation contract at any time during the term of the contract without paying any entry or termination fees;
 - C. The bid specifications will require "Single Billing" insuring that consumers will receive one bill for the local utility that will include supply charges from the selected Third Party Electric Supplier;
 - D. If such winning bid is selected and agreement executed, individual residential consumers would retain the option not to participate and to choose any alternatives they desire, while non-residential ratepayers would also have the right to participate.

ADOPTED at a regular meeting, of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 11, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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**AGREEMENT FOR A COOPERATIVE PRICING SYSTEM
FOR RESIDENTIAL ENERGY AGGREGATION
BETWEEN THE COUNTY OF GLOUCESTER AND
THE MUNICIPALITY OF _____**

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the **COUNTY OF GLOUCESTER** (“Lead Agency”) and the municipality of _____ (“participating contracting unit”) for participation in the **GLOUCESTER COUNTY COOPERATIVE PRICING SYSTEM FOR RESIDENTIAL ENERGY AGGREGATION**.

WITNESSETH

WHEREAS, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the COUNTY OF GLOUCESTER is conducting a voluntary Cooperative Pricing System for Residential Energy Aggregation with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution dated _____ in the case of the County of Gloucester, and _____ in the case of _____ Township in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION of the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

The services to be priced cooperatively may include time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. Under the Residential Energy Aggregation Co-Operative program, the County may enter into a contract with a Third Party Supplier of electricity and/or natural gas supply at rates below those offered by Atlantic City Electric and PSE&G.
2. The items and classes of items which may be designated by the participating contracting unit hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

3. Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR publish a legal ad in such format as required by N.J.A.C. 5:34- 7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of the Lead Agency.
 - (C) The names of the participating units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities if required, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one or more awards to the most responsible bidder(s). This award(s) shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for the estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s).
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the

successful vendor(s) and be responsible for any tax liability.

10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, and 9 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. This Agreement shall become effective on _____ subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

LEAD AGENCY:

COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

PARTICIPATING UNIT:

Municipality of _____

ATTEST:

, MAYOR

COOPERATIVE PRICING AGREEMENT RIDER

PURSUANT TO PARAGRAPH 15 OF THE COOPERATIVE PRICING AGREEMENT, the municipality of _____ hereby requests that it be allowed to participate in the cooperative arrangement described in the above-mentioned Agreement.

The municipality of _____ acknowledges that it has received and reviewed the Agreement in its entirety, and agrees to be bound by its promises, covenants, terms and conditions, as well as by any rules and regulations duly promulgated by the Lead Agency and the members of the Cooperative Pricing System.

The municipality of _____ shall likewise be entitled to all the rights and benefits of a member of the Cooperative Pricing System.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed by their authorized officers on the _____ day of _____, 2014.

Municipality of _____

ATTEST:

_____, **MAYOR**

AC

**RESOLUTION EXTENDING THE CONTRACT WITH GENERAL CODE, LLC
FROM MARCH 27, 2014 TO DECEMBER 31, 2014**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on March 27, 2013, authorizing the execution of a contract between the County of Gloucester and General Code need for the codification of the County's Administrative Code; and

WHEREAS, the Contract was awarded to General Code, LLC for the provision of said services from March 27, 2013 to March 26, 2014 in an amount not to exceed \$21,000.00; and

WHEREAS, the County wishes to extend this Contract from March 27, 2014 to December 31, 2014 due to the need for additional time to finish the project with no additional monies; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a contract amendment with General Code, LLC from March 27, 2014 to December 31, 2014 with no additional monies.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 11, 2014, at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A4

**AMENDMENT TO CONTRACT
WITH
GENERAL CODE, LLC**

THIS IS AN AMENDMENT to a contract originally entered into on the 27th day of March, 2013, by the **County of Gloucester**, with its principal office at 2 South Broad Street, Woodbury, NJ, hereinafter referred to as **“County”** and **General Code, LLC**, with offices at (a Limited Liability Company) with offices at 781 Elmgrove Road, Rochester, NY 14624, hereinafter referred to as **“Vendor”**.

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

The Contract is amended to extend the contract term from March 27, 2014 to December 31, 2014 with no additional funding due to additional time needed to finish the project.

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

THIS AMENDMENT is effective as of the 27th day of March, 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GENERAL CODE, LLC

(Please Print Name)

AS

RESOLUTION TO CONTRACT WITH TYCO INTEGRATED SECURITY, LLC FOR THE MAINTENANCE OF THE DOOR LOCK ENTRY SYSTEMS IN AN AMOUNT NOT TO EXCEED \$40,000.00 FROM MARCH 27, 2014 TO MARCH 26, 2015

WHEREAS, the County of Gloucester needs to continue a maintenance program for all existing Casi-Rusco/Lenel Access Control equipment installed in 2006 by ADT Security Systems, Inc., now known a Tyco Integrated Security, LLC, 3601 Eisenhower Avenue, Alexander, VA 22304, in an amount not to exceed \$40,000.00 from March 27, 2014 to March 26, 2015; and

WHEREAS, the age of the equipment now places it in legacy status and service has become limited to the installer. N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, this maintenance agreement provides coverage for the door lock entry systems for the following specified County facilities: (1)Shady Lane Complex, (2)Administration Building (Hand Readers Only), (3)Prosecution/Corrections (portion of Justice Complex), (4)Vehicle Car Wash, (5)IT Building, (6)911 Building, (7)Animal Shelter, (8)Govt. Services/Engineering/Planning, (9)Budd Building, (10)Board of Social Services, (11)Board of Elections, (12)Five Point Building, (13)Holly Building/Health Department, (14)Mantua Highway Building, and (15)Pitman Golf Course; and

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

WHEREAS, the contract shall be for an estimated units of service, in an amount not to exceed \$40,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director or his designee is authorized to enter with Tyco Integrated Security, LLC, for routine maintenance/replacement on all currently installed Casi-Rusco/Lenel Access Control equipment in an amount not to exceed \$40,000.00 from March 27, 2014 to March 26, 2015; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 11, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

AS

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
TYCO INTEGRATED SECURITY, LLC**

THIS CONTRACT is made effective this 27th day of March, 2014, 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 **TYCO INTEGRATED SECURITY, LLC**, with offices at 3601 Eisenhower Avenue, Alexander, Virginia 22304 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester needs to contract for a maintenance program for all existing Casi-Rusco/Lenel Access Control equipment installed in 2006 by ADT Security Systems, Inc., now known a Tyco Integrated Security, LLC; and

WHEREAS, the age of the equipment now places it in legacy status and service has become limited to the installer. N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, this maintenance agreement provides coverage for the door lock entry systems for the following specified County facilities: (1)Shady Lane Complex, (2)Administration Building (Hand Readers Only), (3)Prosecution/Corrections (portion of Justice Complex), (4)Vehicle Car Wash, (5)IT Building, (6)911 Building, (7)Animal Shelter, (8)Govt. Services/Engineering/Planning, (9)Budd Building, (10)Board of Social Services, (11)Board of Elections, (12)Five Point Building, (13)Holly Building/Health Department, (14)Mantua Highway Building, and (15)Pitman Golf Course; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** Contractor shall provide a continued maintenance program for door lock entry systems for specified County facilities listed in this Contract for the period from March 27, 2014 to March 26, 2015.

2. **COMPENSATION.** The contract is for an amount not to exceed \$40,000.00. It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

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

3. **DUTIES OF CONTRACTOR.** Contractor shall provide a continued maintenance program for door lock entry systems for specified County facilities listed in this Contract.

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

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

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

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

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

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

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

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

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

A. 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.

B. 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.

C. 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.

D. 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.

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

THIS CONTRACT is effective as of this 27th day of March, 2014.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

THE COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TYCO INTEGRATED SYSTEMS, LLC

(Please Print Name)

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Tyco Integrated Security
Signed: James D. Walsh Title: Sr. Mgr., Root MGR
Print Name: JAMES D. WALSH Date: 5/22/14

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: TYGO INTEGRATED SECURITY
Signed: [Signature] Title: SR. NPTL. ACC. MGR.
Print Name: JERIC P. WALSH Date: 5/20/14

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act: [FN1]

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.



BOARD OF
CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER
STATE OF NEW JERSEY
FREEHOLDER DIRECTOR
Robert M. Damminger



INFORMATION TECHNOLOGY
William R. Taylor
Director

2 South Broad Street
Woodbury, NJ 08096

Phone: 856-853-3374
Fax: 856-853-3377

wtaylor@co.gloucester.nj.us
www.co.gloucester.nj.us

New Jersey Relay Service (711)
or Toll Free 1-800-352-7897

INTEROFFICE MEMORANDUM

DATE :
TO : Pete Mercanti
FROM : Bill Taylor
SUBJECT: Tyco Integrated Security contract renewal

Tyco Integrated Security, 3601 Eisenhower Avenue, Alexandria, VA 22304
James D Walrod, /410-592-7884/jwalrod@tyco.com

Tyco Integrated Security, formerly known as ADT Security Services, Inc. has installed and maintained the county security access control system in various county buildings per contracts and resolutions dating from its original installation in 9/06. While at the inception of this project, there would have been able competitors, this system is now considered legacy; which in reality means proprietary. Most if not all electrical circuit board assemblies have now been updated to newer technologies. The county is requesting a maintenance program that would allow Tyco Integrated Security to continue performing routine maintenance/replacement on all currently installed Casi-Rusco/Leneel Access Control equipment. During the last maintenance period a new server was installed and the licensing of software was performed with Tyco. In addition, if replacement is required of components, vendor is expected to respond within 4 hours and remedy the situation.

Further complicating the warranty, repair and replacement of electronic door access equipment is the Schlage Geometric Hand Readers in all the county facilities. These units were purchased and licensed through the Tyco Company. Replacement of these units require the licensed vendor or purchasing vendor (Tyco) to interact with Schlage to correct issues, which usually involve replacement of equipment.

The county has not found or utilized any other vendor to purchase these units including facilities that do not have Tyco as the supporting vendor.

The current facilities requiring support are as follows:

Shady Lane Complex, 256 County House Road
Administration Building, 2 South Broad Street (Hand Readers Only)
Prosecution / Corrections, 70 Hunter Street
Vehicle Car Wash, 1200 N. Delsea Drive
IT Building, 1200 N. Delsea Drive
911 Building, 1200 N. Delsea Drive
Animal Shelter, 1200 N. Delsea Drive
Govt. Services/Engineering/Planning, 1200 N. Delsea Drive
Budd Building, 115 Budd Boulevard
Board of Social Services, 400 Hollydell
Board of Elections, 550 Grove Road
Five Point Building, 211 County House Road
Holly Building/Health Dept., 204 East Holly Avenue
Mantua Highway Building, 45 Lenape Avenue
Golf Course, 501 Pitman Road

The contract term is from March 27, 2014 to March 26, 2015 in the amount not to exceed \$40,000.00.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification: 4599

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved the report. This approval will remain in effect for the period of:

15 NOV 2015 TO 15 NOV 2015

HYCO INTEGRATED SECURITY LLC
7895 BROWNING ROAD
PENNSAUKEN
NJ 08109

Andrew P. Sidamon-Eisenoff
State Treasurer



[Handwritten signature]



A20

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO
DECOTIIS, FITZPATRICK & COLE, LLP, FOR PROFESSIONAL TAX
ATTORNEY SERVICES, FOR AN AMOUNT NOT TO EXCEED \$150,000.00,
FROM JUNE 12, 2014 TO JUNE 11, 2015**

WHEREAS, there is a need for specialized expertise tax attorney services regarding various property types including large scale and complex Commercial and Industrial facilities, Petro Chemical Facilities, Hotel/Motel, Heavy Industrial Manufacturing facilities, Assisted Living Facilities and Long Term Care facilities and various other special use properties; and

WHEREAS, the County requested proposals, via RFP-14-021, 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 DeCotiis, Fitzpatrick & Cole, LLP, with offices at GlenPointe Centre West, 500 Frank W. Burr Blvd., Suite 31, Teaneck, NJ 07666, made the most advantageous proposal; and

WHEREAS, each contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$150,000.00, at an hourly rate of \$175.00 for Partners; \$150.00 an hour for Associates and \$75.00 an hour for Paraprofessionals, from June 12, 2014 to June 11, 2015; and

WHEREAS, the contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County Budget; and

WHEREAS, the contract has been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract between the County of Gloucester and DeCotiis, Fitzpatrick & Cole, LLP, for the aforementioned purpose for an amount not to exceed \$150,000.00, from June 12, 2014 to June 11, 2015; and

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

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 Wednesday, June 11, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

File

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE
COUNTY OF GLOUCESTER
AND
DECOTIIS, FITZPATRICK & COLE, LLP**

This Contract is made this 12th day of June, 2014, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **DECOTIIS, FITZPATRICK & COLE, LLP**, with offices at GlenPointe Centre West, 500 Frank W. Burr Blvd., Suite 31, Teaneck, NJ 07666, hereinafter referred to as "**Attorney**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional services for the provision of Tax Attorney services in connection with Gloucester County Tax Appeals regarding various property types including large scale and complex Commercial and Industrial facilities, Petro Chemical Facilities, Hotel / Motel, Heavy Industrial Manufacturing facilities, Assisted Living Facilities and Long Term Care facilities and various other special use properties as more particularly set forth in RFP-14-021; 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, Attorney 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 Attorney do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be for the period beginning June 12, 2014 and concluding June 11, 2015.

2. **COMPENSATION AND BILLING REQUIREMENTS.**

A. Contract shall be for estimated units of services, with the minimum contract amount of zero and a maximum contract amount of \$150,000.00. Attorney shall be paid at an hourly rate of \$175.00 for Partners; \$150.00 an hour for Associates and \$75.00 an hour for Paraprofessionals for all such services.

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

C. Attorney 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.

D. 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 Attorney 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.

- E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:
- a. Date of service
 - b. Name of attorney providing the service.
 - c. Amount of time spent on service
 - d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney's normal rate of pay;

F. In house office conferences between two or more attorneys of the same firm shall be limited to the reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only;

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file;

H. For attendance at meetings, if two attorneys from the same firm attend, the county should only be billed for one attorney's attendance (unless the county specifically requests more than one attorney to attend these meetings);

I. All bills of service are subject to review by County for reasonableness.

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the County's RFP-14-021, and Attorney's responsive proposal dated May 13, 2014, which are incorporated in their entirety and made a part of this Contract by reference. Should there occur a conflict between this form of contract and RFP-14-021, this contract shall prevail.

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

4. **CONFLICT OF INTEREST STATEMENT.** No party in any contract with the County of Gloucester shall use, or allow to be used, his contractual relationship, or any information not generally available to the members of the public, which he receives or acquires in the course of and by reason of his relationship with the County of Gloucester for the purpose of securing

financial gain for himself, members of his immediate family, or any business organization with which he is associated.

No party to any contract with the County of Gloucester (this shall include members of the immediate family or business organization in which he has any interests, shall solicit or accept any gift, favor, loan, service, contract for service, promise of future employment, or any other thing of value based upon an understanding that the above was given, offered or received for the purpose of influencing him, directly or indirectly, in the discharge of this contractual obligation.

The Attorney acknowledges that it will immediately advise the County of Gloucester of any present or potential conflict and that it is a continuing obligation of the Attorney to so advise during his contract and/or relationship with the County of Gloucester.

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

The Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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.

6. **LICENSING AND PERMITTING.** If the Attorney 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, Attorney 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.

Attorney 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 Attorney or its agents.

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

A. Pursuant to the termination provisions set forth in RFP-14-021, which are specifically referred to and incorporated herein by reference.

B. If Attorney 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 Attorney'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 Attorney or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney 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 Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney 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.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Attorney, 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 Attorney 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 Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney'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. **SET-OFF.** Should Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. 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 Attorney shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Attorney 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 Attorney, 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.** Attorney 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 Attorney's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Attorney is an independent contractor and is not an agent of the County.
19. **FINANCIAL DISCLOSURE.** The Attorney if required by law shall file a Financial Disclosure Statement, pursuant to Local Government Ethics Law B N.J.S.A. 40A:9-22.1, et seq., P.L. 1991, c. 29.
20. **CONFIDENTIALITY.** Attorney 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, RFP-14-021 issued by the County of Gloucester and Vendor's responsive proposal dated May 13, 2014. Should there occur a conflict between this form of contract and the County's RFP-14-021, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP-14-021 issued by the County of Gloucester and the Vendor's responsive proposal dated May 13, 2014, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 12th day of June, 2014.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

DECOTTIS, FITZPATRICK & COLE, LLP

BY: _____
JOSEPH M. DECOTTIS, ESQUIRE

Alc

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-14-021 Tax Attorney – Large Scale -DeCotiis, FitzPatrick & Cole, LLP

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> Very large firm with seventy-three (73) Attorneys. This is a full service practice with a specialty in Tax and Real Estate matters. <u> 25 </u> points	24
C. <u>Relevance and Extent of Similar Engagements performed</u> The firm has listed various engagements including the New Jersey Turnpike Authority as well as many Jersey Townships regarding Tax litigation. Also our current provider for this service. <u> 25 </u> points	23
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> The plan submitted describes the actual requirements listed in the RFP. <u> 25 </u> points	23
E. Reasonableness of Cost Proposal Hourly rate is the suggested price listed in the RFP. <u> 20 </u> points	20
TOTALS	95

**RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT
WITH CUMBERLAND COUNTY FOR HOUSING GLOUCESTER COUNTY
ADULT MALE INMATES EFFECTIVE JUNE 1, 2014**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on April 24, 2013, authorizing the execution of a contract between the County of Gloucester and the County of Cumberland for housing of adult male inmates; and

WHEREAS, Gloucester and Cumberland Counties originally entered into a Direct Services Contract wherein Gloucester agreed house prisoners and pre-trial detainees at the Cumberland County Jail and Cumberland agreed to accept such inmates at a cost of \$100.00 per day per from June 1, 2013 to May 31, 2015; and

WHEREAS, the parties agree to amend the Contract to provide that Gloucester will pay \$100.00 per inmate per day, subject to a minimum number of 100 inmates and \$83.00 per inmate for each inmate in an excess of 100, effective May 29, 2014; and

WHEREAS effective July 1, 2014, against amounts paid hereunder, the County of Gloucester shall be entitled to a credit in the amount of Twenty-five (25%) percent of the cost for inmate court totaling \$62,352.00; and

WHEREAS, it is necessary to amend the Contract to provide additional provisions with respect to the Prison Rape Elimination Act in accordance with Title 28 of the Code of Federal Regulations, Part 115.112, etc., and also to incorporate provisions regarding evacuation procedures; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this agreement in the amount of \$2,140,000.00, pursuant to C.A.F. #14-04901, which amount shall be charged against budget line item 4-01-25-280-001-20299; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to an Addendum to a Contract between the County of Gloucester and the County of Cumberland.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, June 11, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

A7

AMENDMENT TO CONTRACT
by and between the
COUNTY OF GLOUCESTER, NEW JERSEY
and
COUNTY OF CUMBERLAND, NEW JERSEY

THIS IS AN AMENDMENT to a Direct Service Contract originally entered into on the 1st day of June 2013, wherein the County of Gloucester (hereinafter "Gloucester") agreed to house prisoners and pre-trial detainees at the Cumberland County Jail and the County of Cumberland (hereinafter "Cumberland") agreed to accept such inmates at a cost of \$100.00 per day from June 1, 2013 to May 31, 2015.

WHEREAS, the parties agree to amend the Contract to provide that Gloucester will pay \$100.00 per inmate per day, subject to a minimum number of 100 inmates and \$83.00 per inmate for each inmate in an excess of 100, effective May 29, 2014; and

WHEREAS, effective July 1, 2014, against amounts paid hereunder, the County of Gloucester shall be entitled to credit in the amount of Twenty-five (25%) percent of the cost of inmate court totaling \$62,352.00; and

WHEREAS, it is necessary to amend the aforesaid agreement to modify the compensation with respect to inmates housed at the Cumberland County Jail from Gloucester, and to provide additional provisions with respect to the Prison Rape Elimination Act, in accordance with Title 28 of the Code of Federal Regulations, Part 115.112, etc. and to also incorporate provisions regarding evacuation procedures.

NOW, THEREFORE, in consideration of the mutual promises, and covenants set forth hereafter, it is agreed by and between the County of Gloucester and the County of Cumberland

that the June 1, 2013 contract regarding housing of inmates by Gloucester County at the Cumberland County Jail be and is hereby amended as follows:

D. FEES.

The parties agree that fees paid for housing Gloucester County male inmates in the Cumberland County Jail shall be \$100.00 per day for each inmate up to 100 inmates and the sum of \$83.00 per day per inmate for each inmate in excess of 100 from the date of this agreement until the end of the contract term. The minimum contract amount on an annual basis shall be \$3,650,000.00 and the maximum amount of the contract shall be \$6,650,000.00.

Effective July 1, 2014, against amounts paid hereunder, the County of Gloucester shall be entitled to a credit in the amount of Twenty-five (25%) percent of the cost for inmate court totaling \$62,352.00.

S. COMPLIANCE WITH RAPE ELIMINATION ACT.

The parties agree that the Prison Rape Elimination Act, 42 U.S.C. 15601 et seq. and the implementing regulations pursuant to 28 C.F.R., Part 115.112 and N.J.A.C. 10A:31-14.2 shall be complied with as follows:

- (1) The parties agree that the provisions of 28 C.F.R., Part 115.112 are incorporated herein and made a part hereof as if fully set forth.
- (2) The County of Cumberland shall comply with the provisions of 28 C.F.R., Part 115.112 et seq. as follows:

(a) 28 C.F.R., Part 115.113 – Supervision and monitoring.

(i) For each lockup, the agency shall develop and document a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect detainees against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, agencies shall take into consideration:

- (1) The physical layout of each lockup;
- (2) The composition of the detainee population;
- (3) The prevalence of substantial and unsubstantial incidents of sexual abuse; and
- (4) Any other relevant factors.

(ii) In circumstances where the staffing plan is not complied with, the lockup shall document and justify all deviations from the plan.

- (iii) Whenever necessary, but no less frequently than once each year, the lockup shall assess, determine and document whether adjustments are needed to:
 - (1) The staffing plan established pursuant to paragraph (i) of this section;
 - (2) Prevailing staffing patterns.
 - (3) The lockup's deployment of video monitoring systems and other monitoring technologies; and
 - (4) The resources the lockup has available to commit to ensure adequate staffing levels.

- (iv) If vulnerable detainees are identified pursuant to the screening required by Section 115.141, security staff shall provide such detainees with heightened protection, to include continuous direct sight and sound supervision, single-cell housing, or placement in a cell actively monitored on video by a staff member sufficiently proximate to intervene, unless no such option is determined to be feasible.

T. EVACUATION PROCEDURES.

In the event of an emergency that requires the evacuation of inmates from the Cumberland County Correctional Facility, Cumberland County shall be responsible for evacuating the Gloucester County inmates as well as the Cumberland County inmates.

In all other respects, the provisions of the June 1, 2013 agreement between the County of Gloucester and the County of Cumberland shall remain in effect and unaltered by the provisions hereof.

ATTEST:

COUNTY OF GLOUCESTER

Robert N. DiLella, Clerk

Robert M. Damminger, Director

ATTEST:

COUNTY OF CUMBERLAND

Ken Mecouch Administrator/Clerk

Joseph Derella, Director

A7

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

Certificate of Availability of Funds

TREASURER'S NO. 14-04901 DATE 6/3/14

4-01-25-280-001-20299

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT _____

AMOUNT OF CERTIFICATION \$2,140,000.00 COUNTY COUNSEL Matt Lyons

DESCRIPTION: Housing of Male inmates for 2014.
\$100.00 per day for minimum amount of 100
inmates for June-December - 214 days.

VENDOR: County of Cumberland

ADDRESS: 54 Broad St.
Bridgeton, NJ 08302

[Signature]
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6-3-14

A8

**RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT
WITH BURLINGTON COUNTY FOR HOUSING GLOUCESTER COUNTY
ADULT MALE INMATES EFFECTIVE JUNE 1, 2014**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on April 24, 2013, authorizing the execution of a contract between the County of Gloucester and the County of Burlington for housing of adult inmates; and

WHEREAS, Gloucester and Burlington Counties originally entered into a Direct Services Contract wherein Gloucester agreed to house prisoners and pre-trial detainees at the Burlington County Jail and Burlington agreed to accept such inmates at a cost of \$100.00 per day from June 1, 2013 to May 31, 2015; and

WHEREAS, the parties agree to amend the Contract to provide that Gloucester will pay \$83.00 a day per inmate, effective June 1, 2014 and is obligated to compensate Burlington for a minimum number of 30 inmates per day, beginning June 15, 2014; and

WHEREAS, it is necessary to amend the Contract to provide additional provisions with respect to the Prison Rape Elimination Act in accordance with Title 28 of the Code of Federal Regulations, Part 115.112, etc., and also to incorporate provisions regarding evacuation procedures; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this agreement in the amount of \$532,860.00, pursuant to C.A.F. #14-05003, which amount shall be charged against budget line item 4-01-25-280-001-20299; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to an Addendum to a Contract between the County of Gloucester and the County of Burlington.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, June 11, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

AMENDMENT TO CONTRACT
by and between the
COUNTY OF GLOUCESTER, NEW JERSEY
and
COUNTY OF BURLINGTON, NEW JERSEY

THIS IS AN AMENDMENT to a Direct Service Contract originally entered into on the 1st day of June, 2013, wherein the County of Gloucester (hereinafter “Gloucester”) agreed to house inmates and pre-trial detainees at the Burlington County Jail and the County of Burlington (hereinafter “Burlington”) agreed to accept payment for housing such inmates at a rate of \$100.00 per day from June 5, 2013 to May 31, 2015.

WHEREAS, the parties hereby agree to amend the Contract to provide that Gloucester will pay \$83.00 per day, per inmate to Burlington, effective June 5, 2014 and that Gloucester will compensate Burlington for housing a minimum number of 30 inmates per day, beginning June 5, 2014 and through the end of the Contract on May 31, 2015; and

WHEREAS, it is necessary to amend the aforesaid Contract to modify the per diem rate of compensation for housing Gloucester inmates at the Burlington County Jail, and to provide additional provisions with respect to the Prison Rape Elimination Act, in accordance with Title 28 of the Code of Federal Regulations, Part 115.112, etc. and to also incorporate provisions regarding evacuation procedures.

NOW, THEREFORE, in consideration of the mutual promises, and covenants set forth hereafter, it is agreed by and between the County of Gloucester and the County of Burlington that the June 1, 2013 Contract regarding housing of inmates by Gloucester County at the Burlington County Jail be and is hereby Amended as follows:

C. FEES.

The parties agree that fees paid for housing Gloucester County inmates in the Burlington County Jail shall be \$83.00 per day for all inmates effective June 5, 2014 and further that Gloucester will pay for a minimum of 30 inmates per day, effective June 5, 2014 and through the end of the Contract on May 31, 2015.

R. COMPLIANCE WITH RAPE ELIMINATION ACT.

The parties agree that the Prison Rape Elimination Act, 42 U.S.C. 15601 et seq. and the implementing regulations pursuant to 28 C.F.R., Part 115.112 and N.J.A.C. 10A:31-14.2 shall be complied with as follows:

- (1) The parties agree that the provisions of 28 C.F.R., Part 115.112 are incorporated herein and made a part hereof as if fully set forth.
- (2) The County of Burlington shall comply with the provisions of 28 C.F.R., Part 115.112 et seq. as follows:
 - (a) 28 C.F.R., Part 115.113 – Supervision and monitoring.

- (i) For each lockup, the agency shall develop and document a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect detainees against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, agencies shall take into consideration:

- (1) The physical layout of each lockup;
 - (2) The composition of the detainee population;
 - (3) The prevalence of substantial and unsubstantial incidents of sexual abuse; and
 - (4) Any other relevant factors.

- (ii) In circumstances where the staffing plan is not complied with, the lockup shall document and justify all deviations from the plan.

- (iii) Whenever necessary, but no less frequently than once each year, the lockup shall assess, determine and document whether adjustments are needed to:
 - (1) The staffing plan established pursuant to paragraph (i) of this section;
 - (2) Prevailing staffing patterns.
 - (3) The lockup's deployment of video monitoring systems and other monitoring technologies; and
 - (4) The resources the lockup has available to commit to ensure adequate staffing levels.

- (iv) If vulnerable detainees are identified pursuant to the screening required by Section 115.141, security staff shall provide such detainees with heightened protection, to include continuous direct sight and sound supervision, single-cell housing, or placement in a cell actively monitored on video by a staff member sufficiently proximate to intervene, unless no such option is determined to be feasible.

S. EVACUATION PROCEDURES.

In the event of an emergency that requires the evacuation of inmates from the Burlington County Correctional Facility, Burlington County shall be responsible for evacuating the Gloucester County inmates as well as the Burlington County inmates.

In all other respects, the provisions of the June 1, 2013 Contract between the County of Gloucester and the County of Burlington shall remain in effect and unaltered by the provisions of this Contract Amendment.

ATTEST:

COUNTY OF GLOUCESTER

Robert N. DiLella, Clerk

Robert M. Damminger, Director

ATTEST:

COUNTY OF BURLINGTON

Paul Drayton, Jr., Administrator/Clerk

Bruce Garganio, Director

Cl

RESOLUTION AUTHORIZING A ONE YEAR EXTENSION TO THE CONTRACT WITH MID-ATLANTIC STATES CAREER AND EDUCATION CENTER IN AN AMOUNT NOT TO EXCEED \$190,000.00, AND ST. JOHN OF GOD COMMUNITY SERVICES IN AN AMOUNT NOT TO EXCEED \$160,000.00 FROM JULY 1, 2014 TO JUNE 30, 2015

WHEREAS, the County of Gloucester, a designated workforce investment area, pursuant to the Workforce Investment Act of August 1998 along with guidelines created by the Work First New Jersey Program has a need to provide Community Work Experience Programs (CWEP) to recipients of Temporary Assistance to Needy Families (TANF), General Assistance (GA) or Supplemental Nutrition Assistance Program (SNAP); and

WHEREAS, the County requested proposals, via competitive contracting RFP #012-034 from interested providers and a contract was awarded and executed with Mid-Atlantic States Career and Education Center, 30 Church Street, Pennsville, NJ 08070, and St. John of God Community Services, 1145 Delsea Drive, Westville, NJ 08093 from July 1, 2012 to June 30, 2013, with the option to renew for one additional year or two one year terms; and

WHEREAS, the County exercised its renewal option of one year from July 1, 2013 to June 30, 2014 by Resolution on June 26, 2013 and the County now wishes to exercise the last year of renewal options with Mid-Atlantic States Career and Education Center in an amount not to exceed \$190,000.00 and St. John of God Community Services in an amount not to exceed \$160,000.00 from July 1, 2014 to June 30, 2015; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to renew the contract between the County of Gloucester and Mid-Atlantic States Career and Education Center in an amount not to exceed \$190,000.00 and St. John of God Community Services in an amount not to exceed \$160,000.00 for the provision of providing Alternative Work Experience Programs (AWEP) to recipients of Temporary Assistance to Needy Families (TANF), General Assistance (GA) or Supplemental Nutrition Assistance Program (SNAP) from July 1, 2014 to June 30, 2015; and

BE IT FURTHER RESOLVED that all other terms and provisions of the contracts and conditions set forth therein that are consistent with this Resolution and applicable state regulations shall remain in full force and effect; and

BE IT FURTHER RESOLVED that the Department of Economic Development is cognizant of the conditions imposed by both the Workforce Investment Act and Work First New Jersey Program with federal and state financial assistance.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 11, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C1

**AGREEMENT
TO EXERCISE THE EXTENSION OPTION
BETWEEN
ST. JOHN OF GOD COMMUNITY SERVICES
AND THE
COUNTY OF GLOUCESTER**

THIS AGREEMENT is entered into on the 1st day of July, 2014, by and between **St. John of God Community Services**, with offices at 1145 Delsea Drive, Westfield Grove, New Jersey 08093, hereinafter referred to as "**Contractor**", and the **County of Gloucester**, with offices at 2 South Broad, Woodbury, New Jersey 08096, hereinafter referred to as "**County**".

In further consideration of the mutual promises made by and between the parties in the below-described contract, **Contractor** and **County** hereby agree as follows:

Pursuant to the renewal option, the current Contract began on July 1, 2012, was renewed on July 1, 2013 to June 30, 2013 and is now being renewed July 1, 2014 to June 30, 2015.

The Contract shall be for estimated units of service, on an as-needed basis, with an amount not to exceed \$160,000.00, from July 1, 2014 to June 30, 2015; 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 dated July 1, 2012 between the Contractor and County as well as all conditions set forth that are consistent with the Gloucester County Board of Chosen Freeholders Resolution dated July 25, 2012 which authorized this Renewal Agreement shall remain in full force and effect.

THIS AGREEMENT is effective as of the 1st day of July, 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ST. JOHN OF GOD COMMUNITY SERVICES

**MUNCIE BUCKALEW,
EXECUTIVE DIRECTOR**

C1

**AGREEMENT TO EXERCISE THE EXTENSION OPTION
BETWEEN
MID-ATLANTIC STATES CAREER AND EDUCATION CENTER
AND THE
COUNTY OF GLOUCESTER**

THIS AGREEMENT is entered into on the 1st day of July, 2014, by and between **Mid-Atlantic States Career and Education Center**, with offices at 30 Church Street, Pennsville, New Jersey 08070, hereinafter referred to as "**Contractor**", and the **County of Gloucester**, with offices at 2 South Broad, Woodbury, New Jersey 08096, hereinafter referred to as "**County**".

In further consideration of the mutual promises made by and between the parties in the below-described contract, **Contractor** and **County** hereby agree as follows:

Pursuant to the renewal option, the current Contract began on July 1, 2012, was renewed on July 1, 2013 to June 30, 2013 and is now being renewed July 1, 2014 to June 30, 2015.

The Contract shall be for estimated units of service, on an as-needed basis, with an amount not to exceed \$190,000.00, from July 1, 2014 to June 30, 2015; 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 dated July 1, 2012 between the Contractor and County as well as all conditions set forth that are consistent with the Gloucester County Board of Chosen Freeholders Resolution dated July 25, 2012 which authorized this Renewal Agreement shall remain in full force and effect.

THIS AGREEMENT is effective as of the 1st day of July, 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**MID-ATLANTIC STATES CAREER &
EDUCATION CENTER**

**H. GLENDON DONELSON,
EXECUTIVE DIRECTOR**

CA

**RESOLUTION AUTHORIZING THE EXECUTION OF HUD FORM (7015.15)
AND ANY OTHER RELATED DOCUMENTS NECESSARY FOR REMEDIATION OF
CERTAIN ENVIRONMENTAL CONTAMINANTS IN THE TOWNSHIP OF
FRANKLIN**

WHEREAS, the County of Gloucester manages and coordinates the implementation of certain Department of Housing and Urban Development (HUD) programs to benefit County residents of including the Community development Block Program (CDBG); and

WHEREAS, the remediation of environmental contaminants at the municipal ball fields in the Township of Franklin will benefit the health and safety of residents and reduce blighting influences; and

WHEREAS, in accordance with Federal regulations, certain procedures must be adhered to and specific forms executed prior to HUD evaluating the request for release of funding for this project as well as all other HUD requirements being met.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to HUD Forms 7015.15 (Request for Release of Funds and Certification) and any other necessary documentation related to the project activities cited above.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 11, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Request for Release of Funds and Certification

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

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

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

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

1. Program Title(s) FY2012 CDBG Program Annual Action Plan	2. HUD/State Identification Number B-12-UC-34-0109	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14-218	5. Name and address of responsible entity County of Gloucester Office of Government Services Division of Planning 1200 Delsea Drive Clayton, NJ 08312	
6. For information about this request, contact (name & phone number) Christina Velazquez, Senior Program Analyst, Planning Division (856-307-6664)		
8. HUD or State Agency and office unit to receive request Newark Area Office US Dept of Housing & Urban Development	7. Name and address of recipient (if different than responsible entity)	

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

9. Program Activity(ies)/Project Name(s) 2012-5w Public Facilities: Township of Franklin – Construction of an Active Soil Vapor Extraction & Passive Venting System at the Franklin Township Recreation Complex	10. Location (Street address, city, county, State) Gloucester County - Countywide
--	--

11. Program Activity/Project Description

2012-5w Public Facilities: Township of Franklin – Construction of an Active Soil Vapor Extraction & Passive Venting System at the Franklin Township Recreation Complex

The Township proposes to construct an extraction / venting system at the Recreation Complex, previously the Township Landfill. The project is being funded as a Clearance of Blight activity. The project will eliminate migrating methane gas and built-up explosive gases from beneath this publicly owned and operated recreation facility for the benefit of residents using the complex and neighboring residential properties.

Project Site: Franklin Township Recreation Complex, 546 Pennsylvania Avenue, Franklinville, NJ
CDBG funds: \$50,000

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

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

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

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

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

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Freeholder Director

Date signed

June 12, 2014

Robert M. Damminger

Address of Certifying Officer

County of Gloucester

2 South Broad

Woodbury, NJ 08096

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

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

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

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

C3

RESOLUTION AUTHORIZING AMENDMENT TO THE CONTRACT WITH CHURCHILL CONSULTING ENGINEERS IN THE AMOUNT OF \$24,360.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 26, 2013 authorizing the execution of a professional services contract, per RFP-013-049, between the County of Gloucester (hereinafter the "County") and with Churchill Consulting Engineers (hereinafter "Churchill"), with offices 344 North Route 73, Berlin, NJ 08009, for Construction Management and Inspection Services for the roadway improvement project known as the "Storm Sewer Rehabilitation for West Holly Avenue, County Route 624, in the Borough of Pitman, Gloucester County, New Jersey," Engineering Project #05-03SA (hereinafter "Project"); and

WHEREAS, the total amount of the original contract was \$154,420.87 for said services; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended an amendment to the contract which will increase the total amount of the contract with Churchill by \$24,360.00, resulting in a new total contract amount of \$178,780.87, the costs of which are 100% State Aid Funded; and

WHEREAS, this contract amendment is necessitated by the need for additional project inspection hours due to additional work ("Change in Scope of Work") not included in the original construction contract; and

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

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$24,360.00, pursuant to C.A.F. #14-04571, which amount shall be charged against budget line items C-04-13-012-165-15202 (\$15,394.80) & C-04-13-013-165-15202 (\$8,965.20) for a total amount of \$24,360.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and are hereby authorized to execute and the Clerk of the Board to attest to an Amendment to the Contract between the County of Gloucester and Churchill to increase the contract amount by TWENTY-FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$24,360.00), for additional Professional Services as set forth hereinabove for the project "Storm Sewer Rehabilitation for West Holly Avenue, County Route 624, in the Borough of Pitman, Gloucester County, New Jersey," Engineering Project #05-03SA, for a new contract amount of \$178,780.87.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, State of New Jersey held on Wednesday, June 11, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

C3

**AMENDMENT TO CONTRACT
BETWEEN
CHURCHILL CONSULTING ENGINEERS
AND THE
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract which was originally entered into on the 26th day of November, 2013, by and between **Churchill Consulting Engineers**, with offices at 344 North Route 73, Suite A, Berlin, NJ 08009, 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 for additional project inspection hours due to additional work (“Change in Scope of Work”) not included in the original construction contract per RFP-013-049, for the project “Storm Sewer Rehabilitation for West Holly Avenue, County Route 624, in the Borough of Pitman, Gloucester County, New Jersey,” Engineering Project #05-03SA.

The Contract is further amended to provide that the total contract amount is increased by \$24,360.00 for compensation relative to said additional work, thereby resulting in a new total contract amount of \$178,780.87, the costs of which is 100% State Aid Funded.

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

THIS AMENDMENT is effective as of the 11th, day of June 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHURCHILL CONSULTING ENGINEERS

By:

Title:



C3

Churchill Consulting Engineers
344 North Route 73, Suite A, Berlin, NJ 08009
Phone 856-767-6901 Ext. 26 Fax 856-767-0272
E-mail jkeil@churchillengineers.com

April 14, 2014

Gloucester County
Engineering Department
1200 North Delsea Drive
Clayton, New Jersey 08312-1000

Attention: Mr. Vince Voltaggio, P.E.
County Engineer

Re: West Holly Avenue Rehabilitation
Contract Modification Request
Project Number: AC13079-CI

Dear Vince:

As you are aware, R.E. Pierson Construction Company has been awarded the construction contact for the installation of a sanitary sewer line within the project limits of our ongoing construction project. This work was not included as part of the original construction contract and, therefore, is considered to be a change of the Scope of Work from our original project.

I believe the construction inspection on the above project will require approximately 2 hours per day for the duration of the project. Therefore, 2 hours per day x 120 days = 240 hours of construction inspection time.

Therefore, we are requesting a Contract Modification in the amount of \$24,360.00. This amount was calculated as \$50 per hour times 240 hours plus \$12,360.00 for overhead and profit at 103%.

Please review the above and let me know if you concur with our proposed fee.

If you should have any questions or require any additional information, please feel free to contact our office.

Very truly yours,

Churchill Consulting Engineers


Joseph E. Keil, P.E.
Vice President

JEK:nf
enclosures

C3

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

Certificate of Availability of Funds

TREASURER'S NO. 14-04571
~~C-04-13-012-165-15202~~
C-04-13-013-165-15202

DATE May 19, 2014
(\$15,394.80)
(\$8,965.20)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

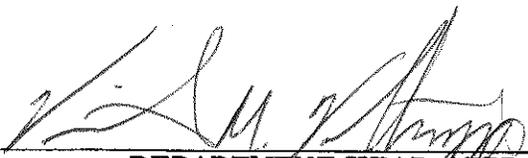
AMOUNT OF CERTIFICATION (\$24,360.00) COUNTY COUNSEL Emmett E. Primas, Esq.

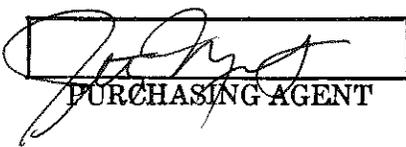
DESCRIPTION:

Professional Services Contract, per RFP-013-049, Amendment #01 for additional project inspection hours due to additional work ("Change in Scope of Work") not included in the original construction contract for the project "Storm Sewer Rehabilitation for West Holly Avenue, County Route 624, in the Borough of Pitman, Gloucester County, New Jersey", Engineering Project #05-03SA

VENDOR: Churchill Consulting Engineers

ADDRESS: 344 North Route 73
Berlin, NJ 08009


DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 6-6-14

Meeting Date: June 11, 2014

C4

RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #02-INCREASE WITH NUPUMP CORPORATION IN THE AMOUNT OF \$44,470.00

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Priority Repairs to County Bridge 2-H-1, Grove Road, C.R. 643, over Woodbury Creek, West Deptford Township, Gloucester County, New Jersey," Engineering Project #11-01 (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded by the County by Resolution on May 22, 2013 to NuPump Corporation (hereinafter "NuPump"), with an office address of 601 W. Main Street, Malaga, NJ 08328-0157 in the amount of \$599,500.00 (hereinafter the "Contract"); and

WHEREAS, the County previously revised the Contract by the County by Resolution on November 6, 2013 through Change Order #01-Increase in the amount of \$53,574.54; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order #02-Increase, which will increase the total amount of the Contract with NuPump by \$44,470.00, resulting in a new total contract amount of \$697,544.54; and

WHEREAS, the said change order is necessitated by additional items for mobilization, excavation, concrete plug, concrete low strength material and a filter drain. This project is 100% state aid funded; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for Change Order #02-Increase with NuPump in the amount of \$44,470.00, pursuant to C.A.F. #14-04978, which amount shall be charged against budget line item G-02-12-068-000-16220 (\$3,071.21) and C-04-14-016-165-16220 (\$41,398.79).

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

1. The hereinabove referenced Change Order #02-Increase to increase the County's Contract with NuPump for the Project in the amount of \$44,470.00, resulting in a new total adjusted contract amount of \$697,544.54, be, and the same hereby is, approved; and
2. The Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized and directed to attest to and execute said Change Order for the aforementioned purposes on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 11, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

C4

PROJECT	Priority Repairs to County Bridge 2-H-1, Grove Road, C.R. 643, over Woodbury Creek
MUNICIPALITY	West Deptford Township
COUNTY	Gloucester County
CONTRACTOR	NuPump Corporation (601 W. Main Street, Malaga, NJ 08328-0157)

In accordance with the project Supplementary Specification the following are changes in the contract.
The supplementals are added repair requirements due to settlement at abutment joint with roadway and settlement.

Item No.	Description	Quantity (+/-)	Unit Prices	Amount	
EXTRAS					
				Total Extras	\$0.00
SUPPLEMENTALS					
1S	Mobilization	+	Lump Sum	\$8,820.00	\$8,820.00
28S	Excavation, Unclassified	+	60.00 C.Y.	\$205.00	\$12,300.00
29S	Concrete Plug	+	5.50 C.Y.	\$450.00	\$2,475.00
30S	Concrete Low Strength Material	+	13.50 C.Y.	\$330.00	\$4,455.00
31S	Filter Drain, 6"	+	45.00 L.F.	\$264.00	\$11,880.00
32S	Diver 3-Man Day Rate	+	Lump Sum	\$4,540.00	\$4,540.00
				Total Supplementals	\$44,470.00
REDUCTION					
				Total Reduction	\$0.00

Amount of Original Contract	\$599,500.00
Amount of Original Contract + Change Order No. 1 & 2	\$697,544.54
% Change in Contract	Increase 16.3544%

Extras	\$0.00
Supplemental	\$44,470.00
Reduction	\$0.00
Total Change	\$44,470.00

Robert M. Damminger Date
Freeholder Director

Approved: _____
(District Engineer) Date
(Local Highway Design)

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

(Contractor) Date

CU

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: NuPump Corporation
601 W. Main Street
Malaga, NJ 08328-0157
- 2. Description of Project or Contract: Priority Repairs to County Bridge 2-H-1,
Grove Road, C.R. 643, over Woodbury Creek,
West Deptford Township, Gloucester County,
New Jersey
- 3. Date of Original Contract: May 22, 2013
- 4. P.O. Number: 13-03683
- 5. Amount of Original Contract: \$599,500.00
- 6. Amount of Previously Authorized Change + \$53,574.54
- 7. Amount of this Change Order No. 2: + \$44,470.00
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$697,544.54

9. Need or Purpose of this Change Order:
 Changed grout fill requirements on pipe pile jackets and limits of epoxy waterproofing on pipe piles based upon contract testing requirements. Added diver investigation of Bridge 4-H-5. This project is 100% State Aid funded.

This change order requested by [Signature] on 5-29-14
 (Department Head) (Date)

Accepted by _____ on _____
 (Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: _____
 Robert N. DiLella, Clerk Robert M. Damminger, Director

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

C4

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

Certificate of Availability of Funds

TREASURER'S NO. 14-04978 DATE May 15, 2014

C-04-14-016-165-16220 (\$41,398.79)
G-02-12-068-000-16220 (\$3,071.21)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION (\$44,470.00) COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION:

Contract Change Order #02-Increase, for additional items for Mobilization, Excavation, Concrete Plug, Concrete Low Strength Material and Filter Drain, for the project "Priority Repairs to County Bridge 2-H-1, Grove Road, C.R. 643, over Woodbury Creek, West Deptford Township, Gloucester County," Engineering Project #11-01

VENDOR: NuPump Corporation

ADDRESS: 601 W. Main Street

Malaga, NJ 08328-0157


DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6-6-14

Meeting Date: June 11, 2014

05

RESOLUTION TO CONTRACT CONSTRUCTION MANAGEMENT & INSPECTION SERVICES WITH CME ASSOCIATES INC. FOR THE RESURFACING AND SAFETY IMPROVEMENT PROJECT TO EGG HARBOR ROAD (CR-630) BETWEEN PEMBROOK DRIVE AND THE WASHINGTON TOWNSHIP MUNICIPAL BUILDING/KENNEDY MEDICAL CENTER DRIVE, IN THE TOWNSHIP OF WASHINGTON FOR THE AMOUNT OF \$193,766.56

WHEREAS, the County of Gloucester (hereinafter the "County") has need for construction management and inspection services for a specific road project; and

WHEREAS, this need for such professional services is relative to the County's road improvement project known as the "Reconstruction of Egg Harbor Road (CR-630) between Pembrook Drive and the Washington Township Municipal Building/Kennedy Medical Center Drive, in the Township of Washington," Federal Project No. STP-4048(107) Construction, Engineering Project #14-01FA (hereinafter the "Project"); and

WHEREAS, the County requested proposals for such professional services, via RFP-014-023 from interested providers; and evaluated those proposals consistent with the County's fair and open procurement process, and consistent with applicable law and regulations; and

WHEREAS, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that CME Associates, Inc. (hereinafter "CME"), with an office address of 3141 Bordentown Avenue, Parlin, NJ 08859-1162, made the most advantageous proposal to provide said services to the County for a total contract amount of \$193,766.56; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$193,766.56, pursuant to C.A.F. #14-04893, which amount shall be charged against budget line item C-04-13-013-165-13218.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest a contract with CME for construction management and inspection services for the Project, as set forth in RFP-014-023 and subject to all conditions and requirements of the specifications for the Project, for a total contract amount of ONE HUNDRED NINETY THREE THOUSAND, SEVEN HUNDRED SIXTY SIX DOLLARS AND FIFTY SIX CENTS (\$193,766.56), per the prices submitted in CME's proposal dated April 29, 2014, and contingent upon approval by the New Jersey Department of Transportation; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 11, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

65

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

THIS CONTRACT is made effective this 11th day of **June, 2014**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **CME ASSOCIATES INC.**, with offices at, with an office address of 3141 Bordentown Avenue, Parlin, NJ 08859-1162, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for professional engineering services in the nature of construction management and inspections required for the County's road improvement project known as "Reconstruction of Egg Harbor Road (CR-630) between Pembroke Drive and the Washington Township Municipal Building/Kennedy Medical Center Drive, in the Township of Washington," Federal Project No. STP-4048(107) Construction, Engineering Project #14-01FA (hereinafter the "Project"); and

WHEREAS, the County issued RFP-014-023 for the said construction management and inspection services, to which the Contractor responded; and

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

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

TERMS OF AGREEMENT

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

2. COMPENSATION. Contractor shall be compensated in an amount not to exceed **\$193,766.56** for Construction Managements and Inspection Services required by the County for the construction of the Project, as per the specifications issued by the County for the Project (herein-after the "Specifications"). The Contractor shall bill, and be paid, for its services, based upon the prices set forth in the Contractor's proposal dated April 29, 2014 (hereinafter the "Proposal").

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

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP 014-023 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of 49 CFR 18.36 (i)(1) to (13); including:

1. Specifically reserving the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. Termination of this contract for cause or convenience including the manner by which it will be effected and the basis for settlement.
3. 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 60).
4. Compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR 3).
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR 5).
6. 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 5).
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. 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. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. 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. Retention of all required records for three (3) years after final payments and all other pending matters are closed.
12. 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. Act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

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

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

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

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

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

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

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the

Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this 11th day of **June, 2014**.

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

CME ASSOCIATES INC.

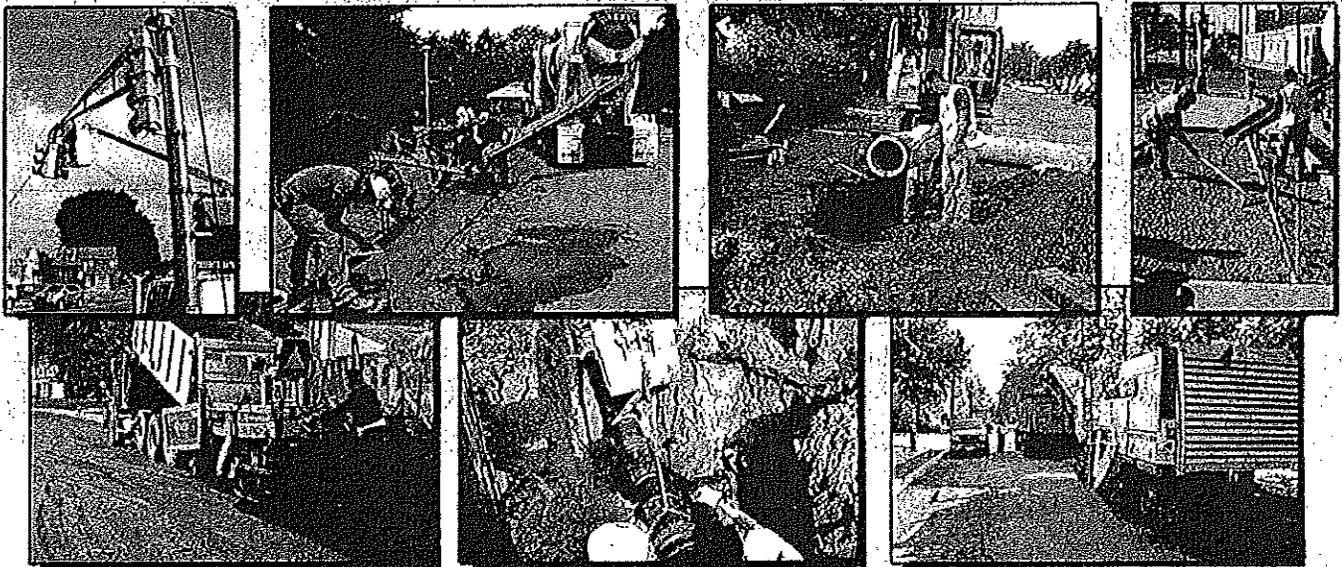
By: _____

(Please Print Name)



COUNTY OF GLOUCESTER

**COST PROPOSAL FOR THE PROVISION OF:
Construction Management & Inspection Services for
Phase 2 - Reconstruction of Egg Harbor Road (County Route 630)
between Pembroke Drive and the Washington Township
Municipal Building / Kennedy Medical Center Drive
in the Township of Washington**



RFP #14-023

**April 29, 2014
10:00 A.M.**



**Consulting & Municipal
ENGINEERS**

Parlin • Howell • Monmouth Junction • Atlantic City • Marlton

Section 8: Cost Proposal





JOHN H. ALLGAIER, 1983-01
DAVID J. SAMUEL, P.E., P.P.
JOHN J. STEFANI, P.E., L.S., P.P.
JAY B. CORNELL, P.E., P.P.
MICHAEL J. McCLELLAND, P.E., P.P.
GREGORY R. VALES, P.E., P.P.

TIMOTHY W. GILLEN, P.E., P.P.
BRUCE M. KOCH, P.E., P.P.
LOUIS J. PLOSKONKA, P.E.
TREVOR J. TAYLOR, P.E., P.P.
BEHRAM TURAN, P.E., LSRP

Date Due: April 29, 2014

County of Gloucester
Purchasing Department
One North Broad Street
Woodbury, NJ 08096

Attn: Mr. Peter Mercanti, Director

Re: RFP #14-023

**Cost Proposal for Construction Management & Inspection Services for
Phase 2 – Reconstruction of Egg Harbor Road (County Route 630)
Between Pembroke Drive and the Washington Township Municipal Building /
Kennedy Medical Center Drive, in the Township of Washington**

Dear Mr. Mercanti:

Please find enclosed our separate Cost Proposal for Professional Engineering Services for the Construction Phase Services for the above referenced project. Our Technical Proposal has been provided under separate cover.

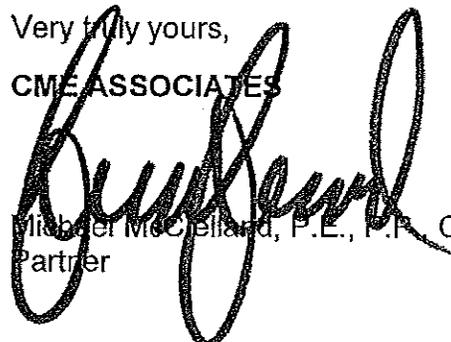
Thank you for your consideration of CME Associates for this work. We feel that our Firm and Staff possess the resources, experience and expertise necessary to successfully render these types of services in a cost-effective manner in the interest of the County. CME Associates takes great pride in its commitment to personal service and its ability to successfully address its client's interest.

We find that the necessary construction phase services can be provided for an estimated cost not to exceed \$193,766.56 based upon our proposed staffing, estimated manhours and direct salaries, the services described in the Technical Proposal, and the stipulated Construction Contract period of 155 calendar days.

Thank you again for your consideration of our services, and should you have any questions concerning same, please do not hesitate to contact us for further review or clarification.

Very truly yours,

CME ASSOCIATES


Michael McClelland, P.E., P.P. C.M.E.
Partner

CONSULTING AND MUNICIPAL ENGINEERS

3141 BORDENTOWN AVENUE • PARLIN, NEW JERSEY 08859-1162 • (732) 727-8000



SECTION 8 - COST PROPOSAL

In accordance with the requirements of the Request for Proposal, we have developed this Cost Proposal for the full scope of our proposed Services.

We have provided this Proposal on a Direct Salary Rate plus Overhead plus Fixed Fee and Expenses basis. Overhead is calculated on the basis of our NJDOT Approved rate. A copy of our Approval letter from the NJDOT is enclosed.

Our Fixed Fee has been calculated on the following basis, in accordance with NJDOT Procedures:

Project Factor	Description – This Project	Points
Size	Large	20
Complexity	Standard	15
Duration	Standard	15
Degree of Risk	Level 2	30
Subtotal Points:		80
Fee Factor = $80 \times 0.3 = .24$		

The Total Fee amount will not be exceeded without specific written authorization from the County. The enclosed Table summarizes our estimated manhours for each tasks and Labor Classification, estimated Direct Salary plus Overhead and Fixed Fee amounts.

Billing will be bi-weekly for actual hours worked and actual Direct Salary of those particular employees, plus calculated Overhead and Fixed Fee amounts plus expenses.

Our Cost Proposal is in accordance with the following qualifications and clarifications:

1. Based on the requirements of the Request for Proposals and the construction Contract Documents, the construction contract shall be completed within 155 calendar days of the Notice to Proceed. We have based our inspection man-hours accordingly. Should the construction contract time exceed 155 calendar days due to the performance of the contractor or unforeseen circumstances, we reserve the option to request additional Fee based upon the actual hours of services provided.
2. We have not included any costs for an on-site field office. We intend to manage the project from our present offices.
3. We have not included any costs for field testing of soils, concrete or other materials. Such costs to be borne by the Contractor or the County.
4. We have not included any permit fees. State and Soil Conservation District permits must be obtained prior to construction. Construction permits (i.e. road opening permits) will be the responsibility of the Contractor.
5. Reimbursable expenses specific to the project will be billed on a direct cost plus 10% basis and will include reproduction costs by an outside firm, overnight, courier or special delivery charges, photography costs and field supplies.

Gloucester County RFP 14-023
 Phase 2 Reconstruction of Egg Harbor Road (County Route 630) between Pembroke Drive and the
 Washington Township Municipal Building/ Kennedy Medical Center Drive
 Township of Washington



Cost Proposal for Construction Phase Services
 CME Associates

TASK	DESCRIPTION	Partner	Project Manager	Professional Engineer	Project Engineer	Design Engineer	Land Surveyor	Survey Technician	Field Inspector	Clerical	Subtotal
1	PRE-CONSTRUCTION	2	4	11	2	6	0	0	6	2	33
2	CONSTRUCTION PHASE	6	77	403	64	66	0	0	1188	4	1808
3	PROJECT CLOSEOUT	1	20	120	36	16	20	20	16	2	251
	TOTAL HOURS	9	101	534	102	88	20	20	1210	8	2092
	DIRECT SALARY RATE (2014)	\$ 75	\$ 81.50	\$ 41.83	\$ 31.75	\$ 27.25	\$ 37.50	\$ 24.50	\$ 34.50	\$ 24.50	\$ 82,390.65
	SUBTOTAL DIRECT LABOR	\$ 675	\$ 8,231.50	\$ 22,337.22	\$ 3,238.50	\$ 2,398.00	\$ 750.00	\$ 490.00	\$ 41,745.00	\$ 196.00	\$ 172,451.87

NJDOT APPROVED OVERHEAD RATE 115.40%
 OVERHEAD \$ 92,390.65
 LABOR SUBTOTAL \$ 172,451.87
 FIXED FEE FACTOR (OF DL) 0.24
 FIXED FEE \$ 19,214.69
 ESTIMATED EXPENSES \$ 2,100.00
 TOTAL ESTIMATED FEE \$ 193,766.56

ESTIMATED REIMBURSABLE EXPENSES	AMOUNT
FIELD SUPPLIES	\$ 800.00
PRINTING COSTS	\$ 1,000.00
SPECIAL DELIVERY COSTS	\$ 300.00
SUBTOTAL EXPENSES	\$ 2,100.00

C5

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-14-023 Construction Management Services Egg Harbor Road Phase II - CME

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;"><u>5</u> points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> CME has provided a very qualified team for the project. All have performed very well on many other similar projects for the County. David Coates, PE & Paulo Benatti, PE have a very good working knowledge of the County procedures and are very familiar with the Federal requirements of the this project.</p> <p style="text-align: center;"><u>30</u> points.</p>	<p style="text-align: center;">30</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> CME has provided a very thorough list of similar projects. They currently performing construction Management of Phase I and have extensive knowledge of the project and its requirements including all of the Federal requirements.</p> <p style="text-align: center;"><u>30</u> points.</p>	<p style="text-align: center;">29</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>35</u> points. CME provided a very good project understanding identifying key items and requirements of the federal process. They also provided a very good project approach on how they planned to address each item and requirements of the project. Identified who would perform the which tasks from CME. They identified County requirements and approaches to meeting those requirements and processes.</p>	<p style="text-align: center;">34</p>
<p style="text-align: center;">TOTALS</p>	<p style="text-align: center;">98</p>

C5

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

Certificate of Availability of Funds

TREASURER'S NO. 14-04893 DATE June 02, 2014
C-04-13-013-165-13218 (\$193,766.56)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$193,766.56 COUNTY COUNSEL Emmett E. Primas, Esq.

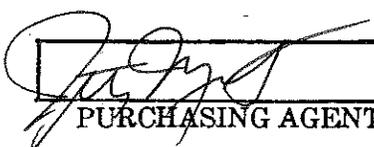
DESCRIPTION:

Professional Services Contract for Construction Management & Inspection Services per RFP-014-023 for the project "Phase 2 - Reconstruction of Egg Harbor Road, County Route 630, between Pembroke Drive and Medical Center Drive, Washington Township, County of Gloucester, New Jersey," Federal Project Number STP-4048 (107) Construction, Engineering Project #14-01FA
--

VENDOR: CME Associates, Inc.

ADDRESS: 3141 Bordentown Avenue
Parlin, NJ 08859-1162

 6-2-14
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6-6-14

Meeting Date: June 11, 2013

Ue

RESOLUTION AWARDING CONTRACTS TO CRAIG TESTING LABORATORIES, INC., PENNONI ASSOCIATES, INC., AND FRENCH & PARRELLO ASSOCIATES, PA, IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR EACH CONTRACT FROM JUNE 11, 2014 TO JUNE 10, 2015

WHEREAS, the County of Gloucester (hereinafter the "County") through its Engineering Department has a need to obtain a contractor for material testing and inspection of concrete, asphalt and soils services. The County requested proposals from interested providers of such services, and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, this need for said professional services is related to the county wide material testing and inspection of concrete, asphalt & soils, Engineering Project #014-10 (hereinafter the "Project") and pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey each contract(s) may be awarded without public advertising for bids in that the subject matter of the contract is the provision of professional services; and; and

WHEREAS, the County requested proposals 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 French & Parrello Associates, PA, Consulting Engineers, with offices at 1800 Route 34, Suite 101, Wall, NJ 07719, Craig Testing Laboratories, Inc., with offices at 5439 Harding Highway, PO Box 427, Mays Landing, NJ 08330, and Pennoni Associates, Inc. with offices at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, each made advantageous proposals and the County's Purchasing Agent has recommended that each be awarded a contract to supply services for the County, as needed; and

WHEREAS, each contract shall be awarded from June 11, 2014 to June 10, 2015, for estimated services not to exceed \$30,000.00 for each contractor, which does not obligate the County to make any purchase so that no Certificate of Availability of Funds is required at this time; and

WHEREAS, continuation of each contract beyond December 31, 2014 shall be conditioned upon the approval of the 2015 County Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that contracts for material testing and inspection of concrete, asphalt and soils services, as per RFP-014-024, are hereby awarded to Pennoni Associates, Inc. French & Parrello Associates, PA, Consulting Engineers, and Craig Testing Laboratories, Inc., from June 11, 2014 to June 10, 2015, for an amount not to exceed \$30,000.00 for each contractor for each contract term, in accordance with and pursuant to the proposals submitted by each, and the unit prices set forth within each proposal; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the within awards, a certification must be obtained from the Purchasing Agent of the County 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; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 11, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

C6

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

THIS CONTRACT is made effective this 11th day of **June 2014**, 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 **PENNONI ASSOCIATES, INC.** 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for County Wide Material Testing and Inspection of Concrete, Asphalt & Soils, as needed, as set forth in **RFP-014-024**, for use by the County's Public Works Department, Engineering Division; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from June 11, 2014 to June 10, 2015.
2. **COMPENSATION.** This Contract shall be for an amount not to exceed \$30,000.00 for the Contract term. This Contract is for estimated units of service, as set forth in the RFP-014-024 (hereinafter the "RFP"), and the Contractor's Proposal dated May 7, 2014 (hereinafter the "Proposal"). There is no obligation on the part of the County to make any purchase whatsoever.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP-014-024 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

Specifications, and all applicable laws.

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

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

1. That the County hereby specifically reserves the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. That the County may terminate this contract, in its discretion, for cause provided said termination is in good faith. Further, Contractor may also, in its sole discretion terminate for convenience.
3. That the County must act in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
4. That the County must act in compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
5. That the County, where applicable, is required to act in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5).
6. That the County must to act in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
7. That the County must comply with Notice of awarding agency requirements and regulations pertaining to reporting
8. That the County must comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. That the County must comply with awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. That the County must comply with access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. That the County is required to maintain and keep all required records for three (3) years after final payments and all other pending matters are closed.

12. That the County is required to act in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. That the County hereby agrees to act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

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

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

The Contractor, 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 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 RFP, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County and no obligation on the County's part to the subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

period during which the County is so prevented.

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

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

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

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

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

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

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

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

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

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

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

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

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

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

prevail. If there should occur a conflict between either this form of Contract or the RFP and the Contractor's Proposal, then this Contract and the RFP shall prevail.

THIS CONTRACT is effective as of this **11th** day of **June, 2014**.

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

PENNONI ASSOCIATES, INC.

By: _____

(Please Print Name)

CL

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
FRENCH & PARRELLO ASSOCIATES, PA**

THIS CONTRACT is made effective this 11th day of **June 2014**, 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 **FRENCH & PARRELLO ASSOCIATES, PA** 1800 Route 34, Suite 101, Wall, NJ 07719 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for County Wide Material Testing and Inspection of Concrete, Asphalt & Soils, as needed, as set forth in **RFP-014-024**, for use by the County's Public Works Department, Engineering Division; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from June 11, 2014 to June 10, 2015.
2. **COMPENSATION.** This Contract shall be for an amount not to exceed \$30,000.00 for the Contract term. This Contract is for estimated units of service, as set forth in the RFP-014-024 (hereinafter the "RFP"), and the Contractor's Proposal dated May 7, 2014 (hereinafter the "Proposal"). There is no obligation on the part of the County to make any purchase whatsoever.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP-014-024 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

Specifications, and all applicable laws.

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

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

1. That the County hereby specifically reserves the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. That the County may terminate this contract, in its discretion, for cause provided said termination is in good faith. Further, Contractor may also, in its sole discretion terminate for convenience.
3. That the County must act in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
4. That the County must act in compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
5. That the County, where applicable, is required to act in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5).
6. That the County must to act in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
7. That the County must comply with Notice of awarding agency requirements and regulations pertaining to reporting
8. That the County must comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. That the County must comply with awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. That the County must comply with access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. That the County is required to maintain and keep all required records for three (3) years after final payments and all other pending matters are closed.

12. That the County is required to act in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. That the County hereby agrees to act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

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

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

The Contractor, 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 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 RFP, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County and no obligation on the County's part to the subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

period during which the County is so prevented.

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

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

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

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

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

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

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

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

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

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

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

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

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

non-binding mediation.

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

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

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

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

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

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

The chosen mediator shall be the remaining person who is the combined highest

ranking mediator on both preference lists, after deleting all excluded persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this **11th** day of **June, 2014**.

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

FRENCH & PARRELLO ASSOCIATES, PA

By: _____

(Please Print Name)

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**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
CRAIG TESTING LABORATORIES, INC.**

THIS CONTRACT is made effective this 11th day of **June 2014**, 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 **CRAIG TESTING LABORATORIES INC.**, 5439 Harding Highway, PO Box 427, Mays Landing, NJ 08330, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for County Wide Material Testing and Inspection of Concrete, Asphalt & Soils, as needed, as set forth in **RFP-014-024**, for use by the County's Public Works Department, Engineering Division; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from June 11, 2014 to June 10, 2015.
2. **COMPENSATION.** This Contract shall be for an amount not to exceed \$30,000.00 for the Contract term. This Contract is for estimated units of service, as set forth in the RFP-014-024 (hereinafter the "RFP"), and the Contractor's Proposal dated May 7, 2014 (hereinafter the "Proposal"). There is no obligation on the part of the County to make any purchase whatsoever.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP-014-024 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

Specifications, and all applicable laws.

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

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

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

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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.

The Contractor, 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.

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

The Contractor, 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 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 RFP, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this **11th** day of **June, 2014.**

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

CRAIG TESTING LABORATORIES, INC.

By: _____

(Please Print Name)

C60



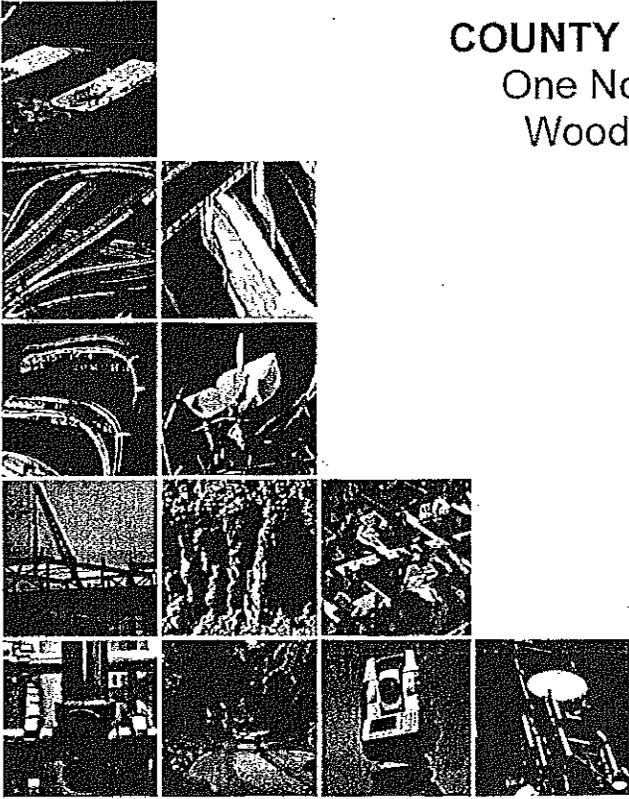
EXPERIENCE YOU CAN BUILD ON

**PROPOSAL FOR
COUNTYWIDE MATERIAL TESTING AND INSPECTION
OF CONCRETE, ASPHALT AND SOIL**

RFP # 014-024

Submitted to:

COUNTY OF GLOUCESTER
One North Broad Street
Woodbury, NJ 08096



May 7, 2014

1800 ROUTE 34, SUITE 101 • WALL, NEW JERSEY • 07719 • T 732.312.9800 • F 732.312.9801
VISIT US ONLINE: WWW.FPAENGINEERS.COM FPA No. 1827.T05

ATTACHMENT 1
Specification No. ENGRG. 13-09
Schedule of Prices

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$45.00	\$225.00
2	5	Each	Proctor Analysis & Wash Gradation	\$240.00	\$1,200.00
3	5	Each	Soil Sampling/Pick up only	\$75.00	\$375.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$320.00	\$6,400.00
5	20	½ Day	Onsite Soil Compaction (4hrs)	\$180.00	\$3,600.00
6	40	Hrs	Overtime- Soil Compaction	\$50.00	\$2,000.00
7	25	Days	Concrete Field Monitoring & Testing (8hrs)	\$380.00	\$9,500.00
8	25	½ Day	Concrete Field Monitoring & Testing (4hrs)	\$225.00	\$5,625.00
9	10	Hrs	Overtime- Concrete Field Monitoring	\$60.00	\$600.00
10	200	Each	Testing of Concrete Cylinders	\$15.00	\$3,000.00
11	35	Trips	Delivery/Pickup of cylinders made	\$75.00	\$2,625.00
12	5	Each (single shot)	Nondestructive Concrete Testing- Schmidt Hammer	\$ **	\$ **
13	5	Each (single shot)	Nondestructive Concrete Testing- Windsor Probe	\$30.00	\$150.00
14	25	Lots	Drill 6" cores & perform composition analysis, air void & thickness analysis, top only (variable thickness 2"-3")	\$800.00	\$20,000.00
15	10	Lots	Drill 6" cores & perform composition analysis, air void & thickness analysis, top (variable thickness 2"-3" & 4" base)	\$1,500.00	\$15,000.00
16	350	Each	Patch Core Hole Area with cold asphalt Patch	\$5.00	\$1,750.00
17	10	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate	\$400.00	\$4,000.00
18	4	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate	\$440.00	\$1,760.00
19	5	Hr	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime	\$60.00	\$300.00

** Note: FPA does not perform this test. It has been our experience that it's not a valid quantitative method.

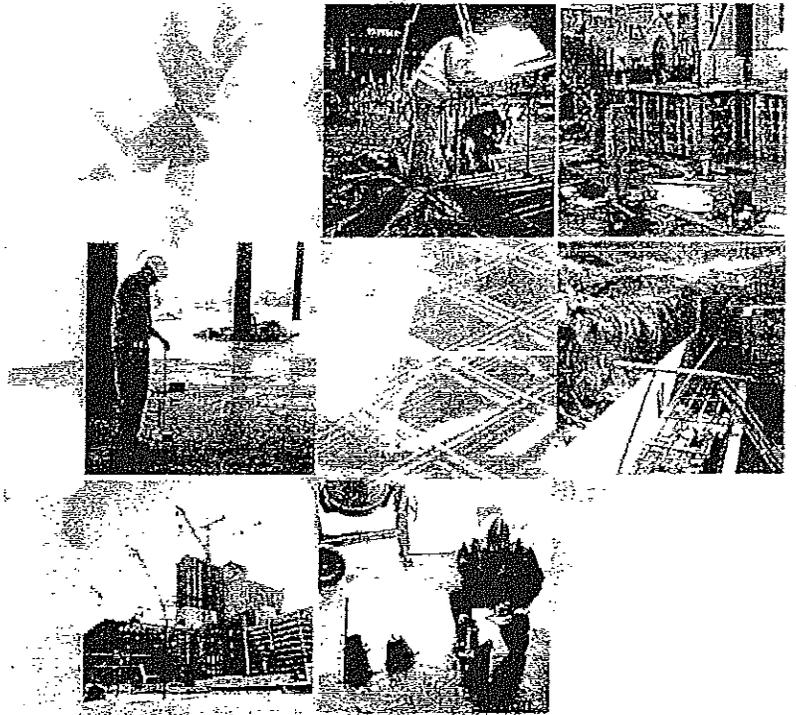
Total Amount Bid

\$ 78,110.00

PROPOSAL

Countywide Material Testing and Inspection of Concrete, Asphalt and Soil County of Gloucester, New Jersey

RFP # 014-024



Ensuring Quality
Validating Compliance

Prepared For:

Mr. Peter Mercanti
Director, Purchasing Department

County of Gloucester
Two South Broad Street
Woodbury, New Jersey 08096

May 7, 2014

QE-224-CTL-14



MATERIAL TESTING & INSPECTION SERVICES

Concrete • Masonry • Soil • Steel
Asphalt • Test Borings • Geotechnical

CRAIG TESTING LABORATORIES, INC

Specification No. ENGRG. 14-10
Schedule of Prices

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$ 50.00	\$ 250.00
2	5	Each	Proctor Analysis & Wash Gradation	\$ 150.00	\$ 750.00
3	5	Each	Soil Sampling/Pick up only	\$ 50.00	\$ 250.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$ 305.00	\$ 6,100.00
5	20	½ Day	Onsite Soil Compaction (4hrs) *	\$ 185.00	\$ 3,700.00
6	40	Hrs	Overtime- Soil Compaction	\$ 57.00	\$ 2,280.00
7	25	Days	Concrete Field Monitoring & Testing (8hrs)	\$ 295.00	\$ 7,375.00
8	25	½ Day	Concrete Field Monitoring & Testing (4hrs) *	\$ 180.00	\$ 4,500.00
9	10	Hrs	Overtime- Concrete Field Monitoring	\$ 55.25	\$ 552.50
10	200	Each	Testing of Concrete Cylinders	\$ 12.50	\$ 2,500.00
11	35	Trips	Delivery/Pickup of cylinders made	\$ 40.00	\$ 1,400.00
12	5	Each (single shot)	Nondestructive Concrete Testing- Schmidt Hammer	\$ 10.00	\$ 50.00
13	5	Each (single shot)	Nondestructive Concrete Testing- Windsor Probe	\$ 50.00	\$ 250.00
14	25	Lots	Drill 6" cores & perform composition analysis, air void & thickness analysis, top only (variable thickness 2"-3")	\$ 695.00	\$ 17,375.00
15	10	Lots	Drill 6" cores & perform composition analysis, air void & thickness analysis, top (variable thickness 2"-3" & 4" base)	\$ 950.00	\$ 9,500.00
16	350	Each	Patch Core Hole Area with cold asphalt Patch	\$ 2.00	\$ 700.00
17	10	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate	\$ 330.00	\$ 3,300.00
18	4	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate	\$ 495.00	\$ 1,980.00
19	5	Hr	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime	\$ 61.75	\$ 308.75

\$ 63,121.25

Total Amount Bid

* Half Day is 4 hours between 6am-12pm or 12pm to 6pm otherwise 8 hours to be charged.

PROPOSAL

PREPARED FOR:

Peter Mercanti, Director
Purchasing Department
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

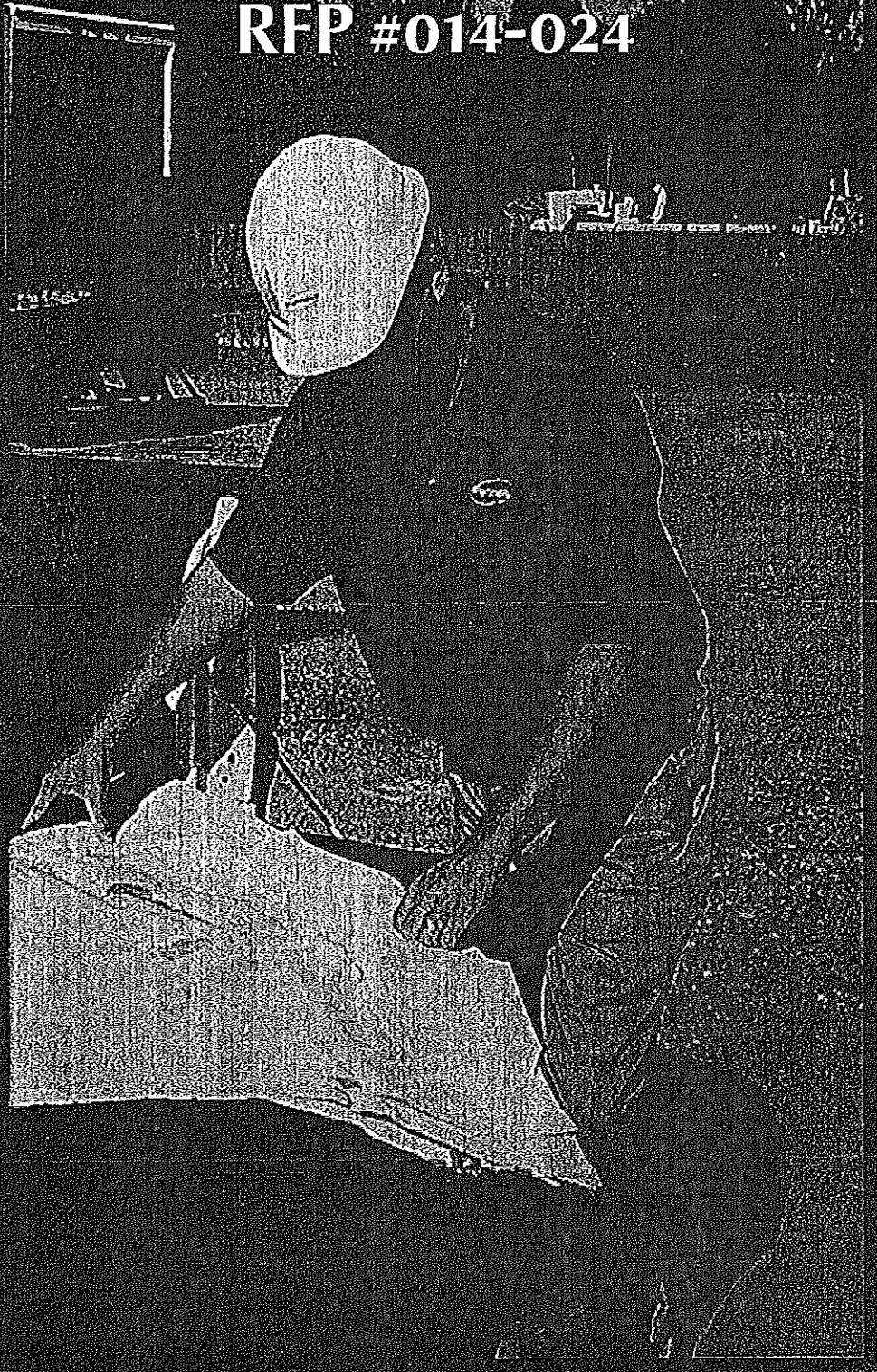
May 7, 2014

PRO #14-01908

COUNTYWIDE MATERIAL TESTING AND INSPECTION OF CONCRETE, ASPHALT, AND SOIL

COUNTY OF GLOUCESTER

RFP #014-024



Pennoni

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ATTACHMENT 1
Specification No. ENGRG. 14-10
Schedule of Prices

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$ 90.00	\$ 450.00
2	5	Each	Proctor Analysis & Wash Gradation	\$ 250.00	\$ 1,250.00
3	5	Each	Soil Sampling/Pick up only	\$ 70.00	\$ 350.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$ 380.00	\$ 7,600.00
5	20	½ Day	Onsite Soil Compaction (4hrs)	\$ 260.00	\$ 5,200.00
6	40	Hrs	Overtime - Soil Compaction	\$ 71.25	\$ 2,850.00
7	25	Days	Concrete Field Monitoring & Testing (8hrs)	\$ 340.00	\$ 8,500.00
8	25	½ Day	Concrete Field Monitoring & Testing (4hrs)	\$ 240.00	\$ 6,000.00
9	10	Hrs	Overtime- Concrete Field Monitoring	\$ 63.75	\$ 637.50
10	200	Each	Testing of Concrete Cylinders	\$ 15.00	\$ 3,000.00
11	35	Trips	Delivery/Pickup of cylinders made	\$ 70.00	\$ 1,750.00
12	5	Each (single shot)	Nondestructive Concrete Testing- Schmidt Hammer	\$ 40.00	\$ 200.00
13	5	Each (single shot)	Nondestructive Concrete Testing- Windsor Probe	\$ 480.00	\$ 2,400.00
14	25	Lots	Drill 6" cores & perform composition analysis, air void & thickness analysis, top only (variable thickness 2"-3")	\$ 1,075.00	\$ 26,875.00
15	10	Lots	Drill 6" cores & perform composition analysis, air void & thickness analysis, top (variable thickness 2"-3" & 4" base)	\$ 1,900.00	\$ 19,000.00
16	350	Each	Patch Core Hole Area with cold asphalt Patch	\$ 2.00	\$ 700.00
17	10	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate	\$ 380.00	\$ 3,800.00
18	4	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate	\$ 540.00	\$ 2,160.00
19	5	Hr	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime	\$ 71.25	\$ 356.25

Total Amount Bid

\$ 93,078.75

**Request for Proposals
Countywide Material Testing and Inspection
of Concrete, Asphalt and Soil**

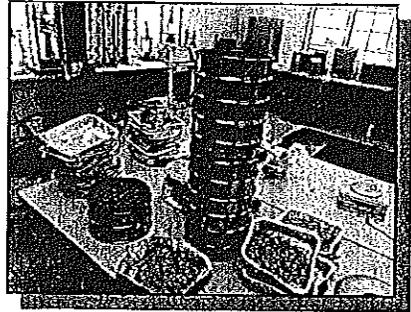
REFERENCE NUMBER: RFP #014-024

DUE: May 7, 2014 @ 10:00AM

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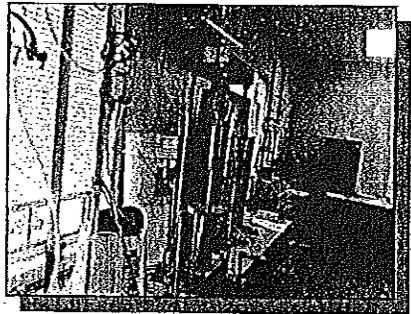
Prepared For:

Gloucester County Purchasing Department
County Administration Building
Attn: **Peter M. Mercanti, Purchasing Director**
2 South Broad Street
Woodbury, New Jersey 08096



Prepared By:

Princeton Hydro, LLC
Geoffrey M. Goll, PE, Vice President
ggoll@princetonhydro.com
1200 Liberty Place
Sicklerville, New Jersey 08081
(P) 856.629.8889
(F) 856.629.8866
www.princetonhydro.com



*Request for Proposals
May 2014*

ATTACHMENT 1
Specification No. ENGRG. 14-10
Schedule of Prices

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$ 80.00	\$ 400.00
2	5	Each	Proctor Analysis & Wash Gradation	\$ 180.00	\$ 900.00
3	5	Each	Soil Sampling/Pick up only	\$ 100.00	\$ 500.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$ 350.00	\$ 7,000.00
5	20	½ Day	Onsite Soil Compaction (4hrs)	\$ 225.00	\$ 4,500.00
6	40	Hrs	Overtime- Soil Compaction	\$ 70.00	\$ 2,800.00
7	25	Days	Concrete Field Monitoring & Testing (8hrs)	\$ 350.00	\$ 8,750.00
8	25	½ Day	Concrete Field Monitoring & Testing (4hrs)	\$ 250.00	\$ 6,250.00
9	10	Hrs	Overtime- Concrete Field Monitoring	\$ 70.00	\$ 700.00
10	200	Each	Testing of Concrete Cylinders	\$ 17.00	\$ 3,400.00
11	35	Trips	Delivery/Pickup of cylinders made	\$ 100.00	\$3,500.00
12	5	Each (single shot)	Nondestructive Concrete Testing- Schmidt Hammer	\$ 5.00	\$ 25.00
13	5	Each (single shot)	Nondestructive Concrete Testing- Windsor Probe	\$ 75.00	\$ 375.00
14	25	Lots	Drill 6" cores & perform composition analysis, air void & thickness analysis, top only (variable thickness 2"-3")	\$ 132.00	\$ 33,000.00
15	10	Lots	Drill 6" cores & perform composition analysis, air void & thickness analysis, top (variable thickness 2"-3" & 4" base)	\$ 132.00	\$ 26,400.00
16	350	Each	Patch Core Hole Area with cold asphalt Patch	\$ 4.00	\$ 1,400.00
17	10	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate	\$ 350.00	\$ 3,500.00
18	4	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate	\$ 525.00	\$ 2,100.00
19	5	Hr	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime	\$ 70.00	\$ 350.00

Total Amount Bid \$105,850.00

CLP

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-014-024 - Countywide Material Testing – Craig Testing Labs

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;">___ 5 ___ points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Excellent past experience with previous county projects.</p> <p style="text-align: center;">___ 25 ___ points.</p>	<p style="text-align: center;">25</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Does work for other local Counties , no detail given</p> <p style="text-align: center;">___ 25 ___ points.</p>	<p style="text-align: center;">22</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Write up demonstrated knowledge of requirements</p> <p style="text-align: center;">___ 25 ___ points.</p>	<p style="text-align: center;">23</p>
<p>E. <u>Reasonableness of Cost Proposal</u></p> <p style="text-align: center;">___ 20 ___ points.</p>	<p style="text-align: center;">19</p>
<p>TOTALS</p>	<p style="text-align: center;">94</p>

CE

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-014-024 Countywide Material Testing – Pennoni Associates

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;">_____ 5 _____ points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Team meets minimum requirements. Has worked previously with the County</p> <p style="text-align: center;">_____ 25 _____ points.</p>	<p style="text-align: center;">25</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Provided a list of similar material testing/inspection project experience with the region.</p> <p style="text-align: center;">_____ 25 _____ points.</p>	<p style="text-align: center;">25</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Good understanding of project requirements including submission requirements.</p> <p style="text-align: center;">_____ 25 _____ points.</p>	<p style="text-align: center;">24</p>
<p>E. <u>Reasonableness of Cost Proposal</u></p> <p style="text-align: center;">_____ 20 _____ points.</p>	<p style="text-align: center;">14</p>
<p>TOTALS</p>	<p style="text-align: center;">93</p>

C6

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-014-024 Countywide Material Testing – French & Parrello

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;">___ 5 ___ points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Team meets minimum requirements</p> <p style="text-align: center;">___ 25 ___ points.</p>	<p style="text-align: center;">25</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Provided a list of similar testing contracts with other Counties.</p> <p style="text-align: center;">___ 25 ___ points.</p>	<p style="text-align: center;">25</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan not specific to project requirements. Could have given more description of on call work, etc.</p> <p style="text-align: center;">___ 25 ___ points.</p>	<p style="text-align: center;">18</p>
<p>E. <u>Reasonableness of Cost Proposal</u></p> <p style="text-align: center;">___ 20 ___ points.</p>	<p style="text-align: center;">17</p>
<p>TOTALS</p>	<p style="text-align: center;">90</p>

E1

RESOLUTION AUTHORIZING THE RENEWAL OF THE SPECIAL CHILD HEALTH SERVICES GRANT FOR CASE MANAGEMENT SERVICES FOR CHILDREN WITH SPECIAL HEALTH AND DEVELOPMENT NEEDS IN THE AMOUNT OF \$170,064.00 FROM JULY 1, 2014 TO JUNE 30, 2015

WHEREAS, the County desires to submit an application for the renewal of the Special Child Health Services Grant, State Grant ID #DFHS-15-CSE-023, available through the New Jersey Department of Health; and

WHEREAS, the grant renewal will allow for the continuation of Case Management services for children from birth to age 21 who have special health and development needs; and

WHEREAS, funds requested in the amount of \$170,064.00 are available for the budget period July 1, 2014 through June 30, 2015; and

WHEREAS, the County's Department of Health, Senior and Disability Services, Division of Disability Services reviews all data supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments are true and correct; and

WHEREAS, the County's Department of Health, Senior and Disability Services, Division of Disability Services shall be responsible for grant implementation and the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application renewal will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to all documentation necessary for a grant renewal of \$170,064.00 available from the New Jersey Department of Health; and

BE IT FURTHER RESOLVED, that upon receipt of the duly executed application for grant funds from the New Jersey Department of Health, the funds will be used pursuant to the terms of said agreement for Case Management services for children from birth to age 21 who have special health and developmental needs.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, June 11, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DI LELLA, CLERK

E2

RESOLUTION AUTHORIZING GRANT APPLICATION AND EXECUTION OF AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE CY2015 SOCIAL SERVICES HOMELESS GRANT, IN AN AMOUNT NOT TO EXCEED \$402,078.00

WHEREAS, the County desires to submit a Grant application and enter into an Agreement with the New Jersey Department of Human Services for the CY2015 Social Services for the Homeless Grant; and

WHEREAS, the grant is for an amount not to exceed \$402,078.00 in Social Services to the Homeless (SSH) funds (\$282,143.00 in SSH State Funding, \$69,359.00 in SSH Temporary Assistance for Needy Families (TANF) Funding and \$50,576.00 in Social Services Block Grant SSBG), from July 1, 2014 to June 30, 2014, for services to residents who are homeless or at-risk of homelessness; and

WHEREAS, residents who do not qualify for Emergency Assistance, General Assistance, SSI or SSD are eligible for services using SSH State funding and residents who are TANF eligible but not receiving TANF are eligible for services using SSH TANF funding; and

WHEREAS, residents who do not qualify for Work First New Jersey, Emergency Assistance, General Assistance or SSI are eligible for services using SSBG funding; and

WHEREAS, this funding will allocated to county 501(c)3 not for profit agencies thru a competitive contracting process.

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 grant application and the execution of Agreement with the State of New Jersey Department of Human Services and any and all documents necessary for the CY2015 Social Services for the Homeless Grant in an amount not to exceed \$402,078.00 in SSH funds (\$282,143.00 in SSH State Funding, \$69,359.00 in SSH TANF Funding and \$50,576.00 in Social Services Block Grant SSBG Funds), from July 1, 2014 to June 30, 2015.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 11, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F1

RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE GLOUCESTER COUNTY COLLEGE FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES

WHEREAS, the Gloucester County College (hereinafter the "College"), has a need for landscape design services for the creation of a *garden area project* to be located at the College Services Building, *6 Barnsboro-Blackwood Road, Sewell*; garden area to be used by students and staff participating in Youth One Stop and Gloucester County College programs at the site; and

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

WHEREAS, the College has requested that the County make its Landscape Design Architect available for the provision of such design services for the planning of a *garden area project* at the *6 Barnsboro-Blackwood Road, Sewell* location; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the Shared Services Agreement between the County and the Gloucester County College for the provision of landscape design services by the County's Landscape Design Architect from May 27, 2014 to May 26, 2015, for the creation of a garden area project to be undertaken at the Gloucester County College Services Building.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 11, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A

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

This **Uniform Shared Services Agreement** (“Shared Services Agreement”), dated this 27th day of May 2014, by and between the **Gloucester County College**, a body politic and corporate of the State of New Jersey (hereinafter the “College”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

RECITALS

WHEREAS, The Gloucester County College has need for a Landscape Architect’s design services to for the creation of a *garden area project* to be located at the College Services Building, *6 Barnsboro-Blackwood Road, Sewell*; garden area to be used by students and staff participating in Youth One Stop and Gloucester County College programs at the site; and

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

WHEREAS, the College has requested that the County make its Landscape Design Architect available for the provision of such design services for the planning of a *garden area project* at the *6 Barnsboro-Blackwood Road, Sewell* location; and

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

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

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

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The County will make its Landscape Design Architect available to the College. The Landscape Design Architect will provide landscape design and consultation services to the College for the creation of garden area project at the College Services Building, 6 Barnsboro-Blackwood Road, Sewell.

B. NO PAYMENT FROM COLLEGE TO COUNTY.

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

C. DURATION OF AGREEMENT.

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

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

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

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

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

E. COMPLIANCE WITH LAWS AND REGULATIONS.

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

F. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the College, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The College and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the project, or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be

performed entirely within the State, including all matters of enforcement, validity and performance.

- G. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of May 27, 2014 which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

GLOUCESTER COUNTY COLLEGE

**JEAN L. DUBOIS, SECRETARY,
BOARD OF TRUSTEES**

**GENE J. CONCORDIA, CHAIRPERSON,
BOARD OF TRUSTEES**

RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF JEANETTE A. AUSTIN, LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 702, LOTS 12 AND 12.04, CONSISTING OF APPROXIMATELY 46.0 ACRES, FOR THE AMOUNT OF \$437,000.00

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, Jeanette A. Austin, having presented herself as the owner of the land and premises located in the Township Logan (hereinafter "Township"), and known as Block 702, Lots 12 and 12.04, on the Official Tax Map of the Township (hereinafter collectively the "Property"), which consists of approximately 46.0 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, Jeanette A. Austin, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of \$437,000.00, which is the total purchase price for same; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$437,000.00, pursuant to CAF# 14-04829, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

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

1. The County is authorized to acquire development easements in the farm premises owned by Jeanette A. Austin, known as Block 702, Lots 12 and 12.04, in the Township of Logan, County of Gloucester, State of New Jersey for the amount of \$437,000.00; and
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Jeanette A. Austin, in regard to the County's purchase of development easements in the farm premises known as Block 702, Lots 12 and 12.04, in the Township of Logan, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed; and
3. The Freeholder Director or his designee, be, and the same hereby are, authorized to execute and the Clerk of the Board to attest to any other documents necessary to complete this transaction; and

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, June 11, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F2

CONTRACT TO SELL DEVELOPMENT EASEMENT

JEANETTE A. AUSTIN

TO

THE COUNTY OF GLOUCESTER

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WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each

agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a

portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or

accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and

legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be

commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property;

(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be

provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as

necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and

Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller

shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

BY: _____
JEANETTE A. AUSTIN

Social Security Number

BUYER:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

BY: _____
JEANETTE A. AUSTIN

_____ Date

Revised F2
post SADC

**Certification Report
January 23, 2014
County PIG Program**

County: Gloucester **Municipality:** Logan Twp.
Owner: Austin, Jeanette
Farm: Austin Farm **SADC ID#** 08-0172-PG

County **Municipality** **Block** **Lot** **County** **Municipality** **Block** **Lot**
Gloucester Logan Twp. 702 12 Gloucester Logan Twp. 702 12.04

Acres in Application: 44.32

Residential Opportunities/Exceptions:

- # 0 RDSO - _____
- # 0 Existing Dwellings
- # 0 Severable Exceptions - _____ Acres
- # 0 NonSeverable Exceptions - _____ Acres

**Value Conclusions - Current Zoning and Environmental regulations
Per Acre**

Appraiser	Date	Before	After	Easement
Susanne Curran	10/31/13	\$12,500	\$3,000	\$9,500
Mark Hanson	11/12/13	\$14,000	\$4,000	\$10,000
Bob Cooper	11/12/13	\$13,000	\$3,500	\$9,500

Total Value

Appraiser	Date	Before	After	Easement
Susanne Curran	10/31/13	\$550,000	\$132,000	\$418,000
Mark Hanson	11/12/13	\$620,000	\$177,000	\$443,000
Bob Cooper	11/12/13	\$572,000	\$154,000	\$418,000

SADC
certified
value

F2

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

Certificate of Availability of Funds

TREASURER'S NO. #14-04829

DATE May 29, 2014

T-03-08-509-372-20548
BUDGET NUMBER - CURRENT YR B DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION ~~-\$437,000.00-~~ COUNTY COUNSEL Emmett Primas, Esq.

DESCRIPTION:

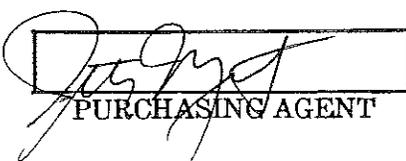
Resolution to acquire a development easement on the farm property of Jeanette A. Austin, located in the Township of Logan known as Block 702, Lots 12 and 12.04, consisting of approximately 46.0 acres, at a certified value of \$9,500.00 per acre for a total amount of \$437,000.00.

VENDOR: Title America Agency Corp

ADDRESS: 185 West White Horse Pike

Berlin, NJ 08009


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 5-30-14

6-11-14 Meeting

GI

RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION WITH WASTE MANAGEMENT OF NEW JERSEY, INC., IN AN AMOUNT NOT TO EXCEED \$130,000.00 PER YEAR, FROM JUNE 21, 2014 TO JUNE 20, 2016

WHEREAS, a contract was awarded to Waste Management of New Jersey, Inc., 107 Silvia Street, Ewing, NJ 08628 on June 20, 2012, per BID# 012-012 for refuse removal for the County of Gloucester; and

WHEREAS, the specifications provided the County with the option to extend for one (1) two year term or two (2) one year terms; and

WHEREAS, the Purchasing Director has recommended that the option to extend be exercised, extending the term of the contract for one (1) two year term through June 20, 2016; and

WHEREAS, this contract extension shall be for estimated units of services, on an as-needed basis, in an amount not to exceed \$130,000.00 per year. 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 continuation of the contract beyond December 31, 2014 is conditioned upon approval of the 2015 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the contract with Waste Management of New Jersey, Inc., for refuse removal for an additional two year period, from June 21, 2014 to June 20, 2016, in an amount not to exceed \$130,000.00 per year; and that the County Purchasing Agent is directed to so inform the Vendor; and

BE IT FURTHER RESOLVED that 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 Gloucester County, Board of Chosen Freeholders held on Wednesday, June 11, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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PD 012-012 Bid Opening 5/24/12 10:00am 5/24/2012	
SPECIFICATIONS FOR SUPPLYING AND DELIVERY OF REFUSE REMOVAL FOR THE COUNTY OF GLOUCESTER	
VENDOR Waste Management of New Jersey 107 Silvia St. Ewing, NJ 08628 Jeffrey Bryk - Area Manager (800) 633-9086 (609) 434-5764 FAX	
ITEM	DESCRIPTION
1	TRASH REMOVAL
4	Cubic Yard - PER PICKUP \$24.78 \$23.70 AVG.
6	Cubic Yard - PER PICKUP \$24.60 AVG. \$27.50
8	Cubic Yard - PER PICKUP \$36.10 \$46.70 AVG.
30	Yard OPEN CONTAINER - PER PICKUP \$860.00 Includes 5 tons \$175.00/Haul
30	Yard ROLLOFF CONTAINER - PER PICKUP \$860.00 Includes 5 tons \$175.00/Haul
30	Yard TRASH COMPACTOR - PER PICKUP \$192.00 \$175.00/Haul
2	RECYCLING
4	Cubic Yard - PER PICKUP \$7.44 \$40.00
6	Cubic Yard - PER PICKUP \$7.44 \$40.00
8	Cubic Yard - PER PICKUP \$7.44 \$40.00
30	Yard CARDBOARD COMPACTOR-PER PICKUP \$192.50 \$175.00/Haul
Variations: (if any) 2 Cubic Yard Per Pickup \$10.47 4 Cubic Yard Compactor, Trash \$60.46	
Will you extend your prices to local government entities within the County YES	
THIS IS A TWO (2) YEAR CONTRACT FROM THE DATE OF AWARD, WITH AN OPTION TO EXTEND FOR 1 TWO (2) YEAR PERIOD OR 2 ONE (1) YEAR PERIODS.	
Bid specifications sent to: Casworth Enterprises Prime Vendor Construction Journal EarthTech Contracting Integrated Waste Systems Jersey Recycling	
Based upon the bid's received, I recommend Waste Management of New Jersey be awarded a contract as the lowest responsive, responsible bidder.	
Sincerely, Robert J. McEriano Assistant Purchasing Agent	

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO COOPER WILBERT VAULT CO., INC. FOR THE SUPPLYING AND DELIVERY OF ALL LABOR AND MATERIAL FOR A BACKHOE OPERATOR FOR GRAVE DIGGING SERVICES FOR THE VETERANS MEMORIAL CEMETERY FROM JULY 7, 2014 TO JULY 6, 2016

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the supplying and delivery of all labor and material for a backhoe operator for grave digging services for the Gloucester County Veterans Memorial Cemetery; and

WHEREAS, after following proper public bidding procedure, it was determined that Cooper Wilbert Vault Co., Inc., with offices at 621 E. Atlantic Avenue, Barrington, New Jersey 08007 was the lowest responsive and responsible bidder to perform said services, as more specifically described in the bid specifications PD-14-014; and

WHEREAS, the term of the contract shall be from July 7, 2014 to July 6, 2016 with an option to extend the contract for one (1) two (2) year term or two (2) one (1) year terms; and

WHEREAS, the contract shall be for estimated units of service as per PD-14-014. However, no Certificate of Availability of Funds is required at this time as the cost of these services will be paid by the families of the deceased.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the award of a contract to Cooper Wilbert Vault Co., Inc. for the supplying and delivery of all labor and material for a backhoe operator for grave digging services for the Gloucester County Veterans Memorial Cemetery from July 7, 2014 to July 6, 2016, with the County having an option to extend for one (1) two (2) year term or two (2) one (1) year terms in accordance with PD-14-014.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 11, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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**CONTRACT BETWEEN
COOPER WILBERT VAULT CO., INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 7th day of July, 2014 by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **COOPER WILBERT VAULT CO., INC.**, with offices at 621 E. Atlantic Avenue, Barrington, New Jersey 08007, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supplying and delivery of all labor and material for a backhoe operator for grave digging services for the Gloucester County Veterans Memorial Cemetery, as set forth in **PD-14-014**; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. **TERM.** Vendor shall provide services under this Contract for the period from July 7, 2014 to July 6, 2016, with the County having the option to extend for one (1) two (2) year term or two (2) one (1) year terms, consistent with the specifications, identified as PD-14-014, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** Vendor shall be compensated by the families of the deceased as per the specifications identified as PD-14-014.
3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD-14-014, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

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

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of

gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-14-014, 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. **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.
20. **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.
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 identified as PD-14-014, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2014

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COOPER WILBERT VAULT CO., INC.

Please Print Name

GR

<p>PD 014-014 Bid Opening 4/30/2014 10:00am</p>	
<p>Specifications for the Supplying and delivery of all labor and material for a backhoe operator for gravedigging services for the Veterans Memorial Cemetery, Williamstown NJ.</p>	
<p>VENDOR:</p>	<p>Cooper Wilbert Vault Co., Inc.</p>
	<p>621 E. Atlantic Ave.</p>
	<p>Barrington, NJ 08007</p>
	<p>Paul Cooper</p>
	<p>856 547-8405</p>
	<p>856 547-5454- fax</p>
<p>ITEM DESCRIPTION</p>	
<p>Grave digging service fees;</p>	
<p>Monday thru Friday</p>	
<p>A) Standard Casket</p>	<p>\$400.00</p>
<p>B) In ground Cremains</p>	<p>\$200.00</p>
<p>ADDITIONAL CHARGES</p>	
<p>Saturday Charge</p>	<p>\$35.00</p>
<p>after 12:00 PM</p>	<p>\$80.00</p>
<p>Sunday or Holiday Charge;</p>	<p>\$100.00</p>
<p>Charge for Greens</p>	<p>\$0.00</p>
<p>Charge for Tent Service and chairs</p>	<p>\$65.00</p>
<p>Charge for lowering device</p>	<p>\$65.00</p>
<p>Winter Charge to dig graves that have frost</p>	<p>No Charge</p>
<p>Charge for placement of new markers</p>	<p>\$85.00</p>
<p>Variations</p>	<p>None</p>
<p>Bid Specifications Sent to</p>	<p>Prime Vendor Perryman Excavating City of Taylor</p>
<p>Based upon the bids received, I recommend the bid be awarded to Cooper Vault Co., Inc. as the lowest responsive, responsible bidder.</p>	
<p>Sincerely,</p>	
<p>Robert J. McBride</p>	<p>Purchasing</p>

GA

SIGNATURE PAGE

SIGNED: Paul E. Coan COMPANY: Cooper WILBOST VAULT
CO, IN

NAME: _____
(PRINTED OR TYPED)

ADDRESS: 621 E ATLANTIC AVE
BARRINGTON, NJ 08005

TITLE: CEO TELE# 954-547-8405

DATE: 4-25-14 FAX#: 856-547-5454

To Board of Chosen Freeholders
Of The County of Gloucester

Dear Freeholders:

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

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

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

Bid:

Grave digging service fees;

Monday thru Friday

A) Standard Casket

\$ 400.00

B) In ground Cremains

\$ 200.00

ADDITIONAL CHARGES

Saturday Charge

\$ 35.00 Before NOON
80.00 AFTER NOON

Sunday or Holiday Charge;

\$ 100.00

Charge for Greens

\$ 0

Charge for Tent Service
and chairs

\$ 65.00

Charge for lowering device

\$ 65.00

G3

**RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS
RELATIVE TO THE DRUNK DRIVING ENFORCEMENT FUND GRANT
THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY IN THE
AMOUNT OF \$15,000.00 FROM JULY 1, 2014 TO JUNE 30, 2015**

WHEREAS, the Office of the Gloucester County Prosecutor desires to submit a grant application to the State of New Jersey, Division of Highway Traffic Safety, to request continuation funding for the Drunk Driving Enforcement Fund to purchase equipment and membership renewals to accident reconstruction associations to use in combating drunk driving in Gloucester County; and

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

WHEREAS, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Prosecutor's Office has submitted the grant application to the County Treasurer for review, and said office has approved the application and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Division of Highway Traffic Safety for the administration of grant projects; and

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

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the filing of the grant application with the New Jersey Division of Highway Traffic Safety, requesting grant funds from the Drunk Driving Enforcement Fund in the amount of \$15,000.00 from July 1, 2014 to June 30, 2015.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 11, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

GRANT REQUEST FORM

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

DATE: 05/16/14

1. TYPE OF GRANT
 NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 11-253

2. GRANT TITLE: Drunk Driving Enforcement Fund Application

3. GRANT TERM: FROM: 7/1/14 TO: 6/30/15

4. COUNTY DEPARTMENT: Prosecutor's Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Nicholas Schock (384-5635)

6. NAME OF FUNDING AGENCY: NJ Division of Highway Traffic Safety

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): These grant funds are surcharges collected as a result of drunk driving convictions in municipal police departments. A portion of the funds are awarded to the County agency (Prosecutor's Office) to purchase items to assist in enforcing the driving while under the influence laws.

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

NAME	AMOUNT	NAME	AMOUNT
N/A			

9. TOTAL SALARY CHARGED TO GRANT: \$ 0

10. INDIRECT COST (IC) RATE: %

11. IC CHARGED TO GRANT \$ 0

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 0 %

13. DATE APPLICATION DUE TO GRANTOR 7/1/14

DRUNK DRIVING ENFORCEMENT FUND APPLICATION
BUDGET NARRATIVE
7/1/14-6/30/15

631	Police Equipment	\$14,000.00
921	Meetings, Membership & Dues	\$1,000.00
	Total	<u>\$15,000.00</u>

DRUNK DRIVING ENFORCEMENT FUND APPLICATION
C-2/LINE ITEM NARRATIVE
7/1/14-6/30/15

631 Police Equipment

To purchase:

Software updates to several crash investigation programs, including but not limited to: Expert Autostats, AR Pro, Crash Zone and Adobe Photoshop Professional for use in documentation and reconstruction of drunk driving crashes.

Newly supported cables and software update for the Crash Data Retrieval (black box) system used in the reconstruction of drunk driving related crashes.

Maintenance and service to the Gloucester County Highway Safety Taskforce trailer used in conducting DWI checkpoints, including but not limited to repainting, new decals, and repairs to the trailer plug.

Blood and urine kits for use in the prosecution of DWI related crashes

Upgrade to LTI laser equipment used for mapping crash scenes of drunk driving related motor vehicle crashes.

Uniforms and equipment for use at DWI checkpoints, including but not limited to: shirts, pants, boots, reflective vests and shirts, and flashlights.

921 Meetings, Membership & Dues

Membership dues renewals for the crash investigator to accident reconstruction associations to maintain current knowledge of drunk driving prosecution issues and accident reconstruction techniques.



State of New Jersey
 Department of Law & Public Safety
 Division of Highway Traffic Safety
 P.O. Box 048
 Trenton, NJ 08625-0048
 www.njsaferoads.com



Phone (609) 633-9300

Fax (609) 633-9020

2013
Drunk Driving Enforcement Fund Application
N.J.S.A. 39:4-50.8 /N.J.A.C. 13:86

Law Enforcement Agency and Address:	Funding currently available:
Gloucester County Prosecutor's Office	2013 Surcharge Funds: \$ <u>15,000.00</u>
PO Box 623	2013 Bottle Tax Funds: \$ <u>included w/surcharge funds</u>
Woodbury, NJ 08096	Prior Unclaimed Funds: \$ _____
County: <u>Gloucester</u>	Total Funds Available: \$ <u>15,000.00</u>

Proposed Drunk Driving Enforcement Fund Expenditures

PRIMARY - MANDATORY:

(a minimum of 50 percent of total available funds, DHTS approval not required)

1. Officer overtime salaries for DWI patrols or checkpoints: \$ _____

OPTIONAL:

(DHTS approval not required)

2. Salaries for overtime court appearances of law enforcement office required in connection with prosecution of violation of 39:4-50: \$ _____

3. Audio visual equipment and supplies used to document and preserve evidence of Enforcement of 39:4-50: \$ _____

4. Breath testing instruments and supplies approved by the Attorney General pursuant to N.J.A.C. 13:51-3.1: \$ _____

5. Blood Test Kits: \$ _____

6. Safety equipment needed to conduct DWI Checkpoints for Enforcement of 39:4-50 (cones, flares, lighting, reflectorized vests): \$ _____

OTHER EXPENDITURE:

(DHTS approval required)

7. Request to expend funds for time or equipment not listed above: \$ 15,000.00

Funds expended must enhance the enforcement of 39:4-50.

Justification must be attached. Approval on a case by case basis.

Total DDEF Proposal (1-7) \$ 15,000.00

Anticipated Supplemental Budget Information

1. & 2. Overtime Salaries for DWI Patrols, Check Points and Court Time

Potential Enforcement Activities (check all that may apply)

DWI Patrols Court Time Check Points

If patrols are utilized:

How many officers will work a detail? _____

Maximum hourly salary? _____

Total number of hours per detail? _____

3. Audio Visual Equipment

Make _____ Model _____

Number of Units _____ Price/Unit \$ _____ Tapes \$ _____

Other _____ Cost \$ _____

Total \$ _____

4. Alcotest Unit & Supplies (Breathalyzer)

Make _____ Cost of Unit \$ _____

Repair Costs _____ Supplies _____

Total \$ _____

5. Blood Testing Kits

Cost/Kit \$ _____ Times _____ Kits =

Total \$ _____

6. Checkpoint Safety Equipment

Flares \$ _____ Cones \$ _____ Signs \$ _____ Lights \$ _____

Reflectorized Clothing \$ _____ Other \$ _____

Total \$ _____

7. Justification For Time Or Equipment Other Than That Above.

*see attached

Total \$ 15,000.00

Expenditure of Previous SFY Grant Monies Report
July 1, 2012 Through June 30, 2013

Project Director's Name: Nicholas F. Schock Phone 856-384-5635

Number of Drunk Driving convictions during reporting period: _____

Number of Drunk Driving summonses written for this period: _____

1. Primary - Mandatory 50% overtime patrol or checkpoint salary detail.

- a. Total overtime man hours of Patrol activity: _____
- b. Total number of checkpoints held: _____
- c. Total overtime man hours of checkpoint activity: _____
- d. Total overtime salaries paid \$ _____

2. Optional Primary

- a. Overtime court salaries for DWI/DRE officer testimony
 _____ Hours worked @ \$ _____ per hour = \$ _____
- b. Audio Visual equipment and accessory costs \$ _____
- c. Alcotest Unit purchases and supplies or repairs (Breathalyzer) \$ _____
- d. Blood Testing Kits and accessories \$ _____
- e. Checkpoint equipment \$ _____

TOTAL Optional Primary \$ _____

3. Other Funding (Previous Approval Required)

Describe the goal of the task and how it was met. (ex: Education Programs at Schools or Civic Groups, Seminars or Training, etc. If additional space is needed please attach separate sheets)

*see attached

Total Salaries: \$ _____

Total Purchases: \$ _____

Total Other Funding: \$ 15,000.00

DDEF Program Expenditures \$ 15,000.00

Supporting documentation not previously submitted is required under N.J.A.C. 13:86-2.5(b) from an entity receiving a grant from the DDE Fund. This documentation should prove overtime salaries were paid to a law enforcement officer working DWI patrols or checkpoints, or required court time for enforcing or convicting for 39:4-50. Purchase documents for authorized equipment, other items or activities must also be included. Acceptable documentation is outlined in the DDEF Summary. The undersigned certify that the information contained on this form is true and accurate to the best of our knowledge.

 Financial Director

 Date



Gloucester County Prosecutor

SEAN F. DALTON
Prosecutor
MICHAEL S. CURWIN
First Assistant Prosecutor

P.O. Box 623
Woodbury, NJ 08096
(856) 384-5500
FAX (856) 384-8624
E-Mail: gcprosecutor@co.gloucester.nj.us

JOHN A. PORTER
Chief of Investigators

May 9, 2014

NJ Division of Highway Traffic Safety
DDEF Program
ATTN: Paul Groffie
P.O. Box 048
Trenton, NJ 08625

Re: Drunk Driving Enforcement Fund Application
Other Expenditure Justification

Dear Mr. Groffie:

In an effort to continue our combat on drunk driving on the streets and highways of Gloucester County, we would like to use DDEF funds to purchase the following equipment:

Updates to several crash investigation programs, including, but not limited to: Expert Autostats, AR Pro, CrashZone and Adobe Photoshop Professional, for use in the documentation and reconstruction of drunk driving related crashes.

Newly supported cables and software update for the Crash Data Retrieval (black box) system, used in the reconstruction of drunk driving related crashes.

Maintenance and service to the Gloucester County Highway Safety Taskforce trailer used in conducting DWI checkpoints, including but not limited to repainting, new decals, and repairs to the trailer plug.

Blood and urine kits for use in the prosecution of DWI related crashes.

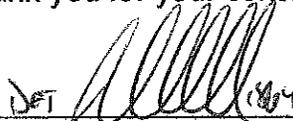
Upgrade to LTI laser equipment used for mapping crash scenes of drunk driving related motor vehicle crashes.

Membership renewals to accident reconstruction associations to maintain current knowledge of drunk driving prosecution issues and accident reconstruction techniques.

Uniforms and equipment for use at DWI checkpoints, including but not limited to: shirts, pants, boots, reflective vests and shirts, and flashlights.

During last year's grant funding, the Gloucester County Prosecutor's Office purchased updates and new cables for the Crash Data Retrieval system, uniforms, a laptop computer and docking station, membership renewals, and computer software updates.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'N. Schock', written over a horizontal line.

Nicholas F. Schock
Detective – Crash Investigation Unit