

AGENDA

7:30 p.m. Wednesday, December 3, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

P-1 Proclamation recognizing Chestnut Ridge Middle School on its 25th anniversary celebration (Simmons) (previously presented)

P-2 Proclamation Recognizing Patricia (Pat) Wallace Upon her Retirement (Taliaferro) (to be presented at a later date)

P-3 Proclamation to Honor and Welcome home Private First Class Eric Bakey from his deployment in Afghanistan (Chila) (previously presented)

P-4 Proclamation to Honor and Welcome home Petty Officer 2nd Class Jamie Engleman from her deployment in the Persian Gulf (Chila) (previously presented)

P-5 Proclamation in Recognition of Paul Pinto, the new State President, of Ladies Auxiliary, Department of New Jersey Veterans of Foreign Wars (Chila) (previously presented)

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING CANCELLATION OF GRANT RECEIVABLE AND RESERVE BALANCES.

This Resolution cancels remaining balances of grant appropriations and grant receivable balances which will not be spent or received. Grant balances cancelled are mostly due to the program coming in under budget. The grants being cancelled either have strict time periods in which the grants must be expended or conditions which limits what the funds can be used for causing balances to remain and ultimately cancelled.

A-2 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING AND APPROVING THE COUNTY OF GLOUCESTER'S PARTICIPATION IN THE MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE OF THE SECURITIES AND EXCHANGE COMMISSION; AND AUTHORIZING AND APPROVING CERTAIN ACTIONS IN CONNECTION WITH THE FOREGOING.

As part of the County's continuing disclosure compliance regarding previous bond issues and the MCDC Initiative generally, this Resolution will authorize Phoenix Advisors to review compliance and the County Treasurer to file with the SEC if it is determined that such action is necessary.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH BAY HEAD INVESTMENT, INC. DBA VCI EMERGENCY VEHICLE SPECIALIST TO DECREASE THE CONTRACT AMOUNT BY \$3,000.00.

On June 25, 2014, a contract with Bay Head Investment, Inc. dba VCI Emergency Vehicle Specialist was authorized for the purchase of (3) ambulances for a total contract amount of \$404,514.51, pursuant to PD-014-013. An amendment to the contract is necessary as the DriveCam units were not available for the ambulances. The amendment will decrease the total contract amount by \$3,000.00 (\$1,000.00 per ambulance), resulting in a total contract amount of \$401,514.51.

B-2 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO HERTRICH FLEET SERVICES FOR THE PURCHASE OF TWO (2) 2015 CHEVROLET TAHOE SSV VEHICLES, FOR \$63,496.00.

The Gloucester County Office of Emergency Response is in need of two (2) 2015 Chevrolet Tahoe SSV Vehicles (or approved equal) for use by Emergency Management Services and existing units within the County. The Purchasing Department sent out a bid request PD-014-052 and it is recommended that the contract be awarded to Hertrich Fleet Services. CAF# 14-10341 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE CONTRACT AMOUNT BY \$46,806.00.

The New Jersey Department of Labor and Workforce Development revised our funding for Program Year

2013 (7/1/13 thru 6/30/14). WorkFirst NJ funds are being rescinded in the amount of \$46,806.00. These monies needed to be fully expended by June 30, 2014. The original NJLWD Workforce Development Area Contract for Program Year 2013 is being modified to reflect this decrease in funds. The grant period shall be reflected as July 1, 2013 through June 30, 2014. The total funding for our County in PY 2013 is \$3,819,965.00.

C-2 RESOLUTION TO CONTRACT WITH GOOD DEAL TRANSMISSIONS, INC. FOR REPAIR SERVICES ON COUNTY VEHICLES FROM DECEMBER 3, 2014 TO DECEMBER 2, 2016 IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR.

This Resolution authorizes the award of a contract with Good Deal Transmissions, Inc., 531 Mantua Avenue (Route 45), Woodbury, NJ 08096, to perform transmission overhauls, when necessary, on County vehicles as per bid specifications PD #014-053. The contract will be open-ended, and the term of same will be for a two (2) year period, from December 3, 2014 to December 2, 2016, with the County reserving an option to extend this Contract for one (1) 2 year period, or two (2) 1 year periods, in an amount not to exceed \$25,000.00 per year.

C-3 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #02 INCREASE WITH P & A CONSTRUCTION, INC. BY \$47,285.00.

This Resolution authorizes and approve a Contract Change Order #02-Increase in the amount of \$47,285.00 for a total revised contract amount of \$2,485,728.47 between the County and P & A Construction, Inc. Contract Change Order #02-Increase is based upon increases, decreases and supplementary quantities based upon actual 'as-built' quantities and projected to be used to satisfactorily complete the project. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$2,485,728.47, for the Engineering 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. This Contract was awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, May 21, 2014. P & A Construction, Inc. was determined to be the lowest responsive and responsible bidder for the Project, for an original contract in the total amount of \$2,365,843.47. This project is 100% Federal Aid Funded. CAF #14-10345 has been obtained to certify funds.

C-4 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #04 DECREASE WITH P & A CONSTRUCTION, INC. BY \$51,708.07.

This Resolution authorizes and approves a Contract Change Order #04- Decrease in the amount of \$51,708.07 for a total revised contract amount of \$6,711,287.06 between the County and P & A Construction, Inc. Contract Change Order Decrease #04 is necessitated by increases, decreases and supplementary quantities based upon actual 'as-built' quantities and projected to be used to satisfactorily complete the project. The overall change order results in a project cost decrease for the Engineering Project "Reconstruction of Egg Harbor Road, County Route 630, Washington Township." This project is 100% Federal Aid funded, Federal Project No. STP-4048(106) CON. This Contract was awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, July 31, 2013. P & A Construction, Inc. was determined to be the lowest responsive and responsible bidder for the Project, for an original contract in the total amount of \$6,209,751.69.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

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**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

Old Business

New Business

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

Adjournment

**RECOGNIZING
CHESTNUT RIDGE MIDDLE SCHOOL
ON THE CELEBRATION OF ITS 25TH ANNIVERSARY**

WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to recognize Chestnut Ridge Middle School on the celebration of its 25th anniversary; and

WHEREAS, Chestnut Ridge Middle School was constructed in 1988 and officially opened on November 15, 1989, and celebrated its Dedication Day on December 9, 1989. The Chestnut Ridge Middle School was led by Principal Maria Carpenter, Assistant Principals Daniel Mazziotta and Daniel Rozmes, had 77 professional staff members, 29 support staff and 946 students; and

WHEREAS, the students and faculty at Chestnut Ridge Middle School placed a time capsule in the building's cornerstone in December of 1989 and that capsule will be opened as part of the anniversary celebration on Monday, November 17, 2014 by original Principal Maria Carpenter. New items will be added, including essays crafted by the current students and other items pertinent to 2014. The time capsule will then be placed back into the cornerstone for another 25 years by current Principal James Barnes, to be opened in 2039; and

WHEREAS, Chestnut Ridge Middle School has served the Washington Township School District unflinchingly for the past 25 years and has provided an academic foundation for the township's future leaders, moving forward with new technology while maintaining a small school family atmosphere. Chestnut Ridge Middle School will endeavor to proudly engage and educate the children of Washington Township well into the future; and

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, Daniel Christy, Frank J. DiMarco, Heather Simmons, and Adam Taliaferro do hereby recognize and congratulate Chestnut Ridge Middle School on the celebration of its 25th anniversary.

IN WITNESS WHEREOF, the Board of Chosen Freeholders has caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of November, 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 Taliaferro
Freeholder*

ATTEST:

Robert N. DiLella, Clerk

Pa

**RECOGNIZING PATRICIA (PAT) WALLACE
UPON HER RETIREMENT**

WHEREAS, from time to time it is the desire of the Board of Chosen Freeholders to pay special tribute to individuals who have provided exceptional service to the County of Gloucester. Patricia (Pat) Wallace has devoted over 35 years in providing education and social services as an early child care educator and child advocate; and

WHEREAS, Patricia was most recently employed by the Southern Regional Childcare Resource Center (EIRC) as Program Manager for NJ First Steps, a statewide infant/toddler initiative, where she provided professional development training, technical assistance and mentoring to childcare providers throughout the Southern region. Patricia was second in the State of New Jersey to receive certification in the Program for Infant Toddler Care (PITC). Throughout her years of public service, Patricia was the director of a publicly funded childcare center, a DYFS social worker and owner/director of a private childcare center for 23 years; and

WHEREAS, Patricia received her undergraduate education in Sociology and graduate education and teacher certification in Early Childhood Education from Glassboro State College, now known as Rowan University. She has dedicated her life to the welfare of children having served on numerous professional committees. Pat has served as a member of the Gloucester County Child Placement Review Board, as a foster parent, and as a Big Sister was selected as Big Sister of the Year by the Camden/Gloucester Big Brother Big Sister organization; and

WHEREAS, Patricia, a longtime Gloucester County resident, resides in Washington Township with her husband, Warren. They are the parents of three children, Rodney, Tiffany and Shana and five grandchildren; and

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, Daniel Christy, Frank J. DiMarco, Heather Simmons, and Adam J. Taliaferro, and do hereby recognize and thank Patricia (Pat) Wallace for years of dedicated service and wish her well upon her retirement.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 4th day of December, 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

Gloucester County

Board of Chosen Freeholders

Proclamation

WELCOME HOME

Private First Class Eric Bakey

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home **Private First Class Eric Bakey**, United States Army from his deployment in Afghanistan. A welcome home celebration is being held by family and friends at 301 Darwin Court, Mullica Hill, New Jersey, on Saturday, October 11, 2014; and

WHEREAS, **Eric Bakey** is a 2013 graduate of Clearview High School. **Eric** enlisted in the United States Army on September 11, 2011 and received Basic Training at Ft. Benning, Georgia. In February, 2014 he was deployed to Afghanistan, where he served as an Infantryman with the 4th Infantry, Mountain Division, Praetorian Platoon; and

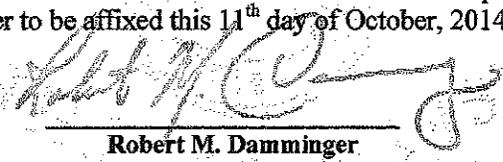
WHEREAS, while deployed in Afghanistan, **Private First Class Bakey** earned the *National Defense Medal*, the *Afghanistan Campaign Medal*, the *Global War on Terrorism Expeditionary Medal* and the *Global War on Terrorism Medal*; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Private First Class Eric Bakey** and all those servicemen and servicewomen who heroically and gallantly serve their country; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

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, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliadro are honored to welcome home **Private First Class Eric Bakey** and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.

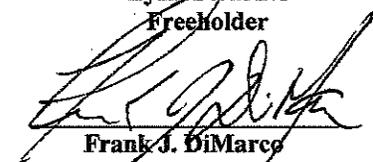
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 11th day of October, 2014.

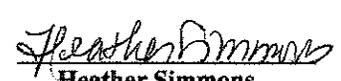

Robert M. Damminger
Freeholder Director

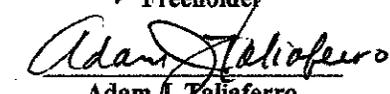

Giuseppe (Joe) Chila
Freeholder Deputy Director


Lyman Barnes
Freeholder


Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder


Adam J. Taliadro
Freeholder

Attest: 
Robert N. DiLella, Clerk

P4
Gloucester County

Board of Chosen Freeholders
Proclamation

WELCOME HOME

Petty Officer 2nd Class Jamie Engleman

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home Petty Officer 2nd Class Jamie Engleman, United States Navy, from her deployment in the Persian Gulf. A welcome home celebration is being held by family and friends at 584 Judy Avenue, Franklinville, New Jersey, Saturday, November 22, 2014 at 3:15; and

WHEREAS, Jamie Engleman is a 2008 graduate of Delsea Regional High School. While in High School Jamie participated in the JROTC Program. After graduation she enlisted in the United States Navy and received Basic Training in Great Lakes, Illinois. In February 2014 she was deployed to the Persian Gulf and served on the USS George H. W. Bush; and

WHEREAS, while deployed Petty Officer 2nd Class Engleman earned the *Aviation Warfare Specialist Pin* and the *Enlisted Surface Warfare Specialist Pin*. Petty Officer 2nd Class Engleman was awarded the *National Defense Medal* and the *Sea Service Deployment Ribbon*; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to Petty Officer 2nd Class Engleman and all those servicemen and servicewomen who heroically and gallantly serve their country; and

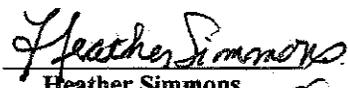
WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

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, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro are honored to welcome home Petty Officer 2nd Class Jamie Engleman and extend our heartfelt thanks for her personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.

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 22nd day of November, 2014.

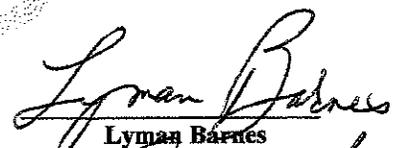

Giuseppe (Joe) Chila
Freeholder Deputy Director

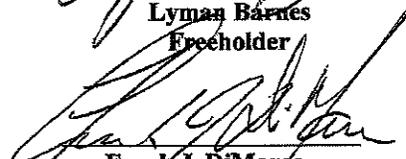

Daniel Christy
Freeholder


Heather Simmons
Freeholder

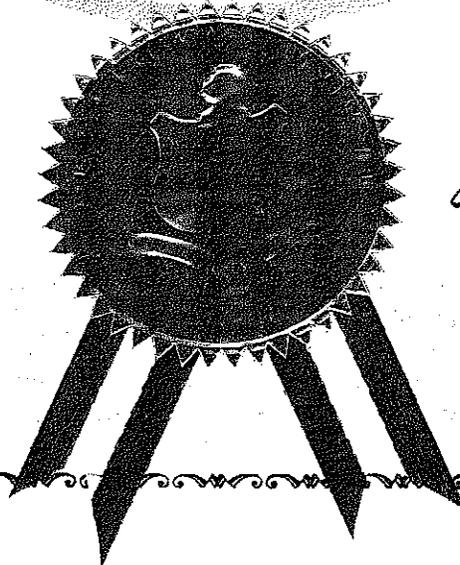
Attest: 
Robert N. DiLella, Clerk


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Adam J. Taliaferro
Freeholder



Gloucester County

Board of Chosen Freeholders

Proclamation

In Recognition Of
Paula Pinto

State President, Ladies Auxiliary, Department of New Jersey
Veterans of Foreign Wars

WHEREAS, the Officers and Members of District 13 Veterans of Foreign Wars Ladies Auxiliary will be holding a Brunch in honor of their State President, Paula Pinto, on Saturday, November 8, 2014 at the Glassboro Memorial VFW Post 679 in Glassboro, New Jersey; and

WHEREAS, Paula Pinto became a member of the Ladies Auxiliary Veterans of Foreign Wars, VFW Post 1817 in 1976. Paula's eligibility for membership derives from her husband, Bob, who is a Vietnam Veteran. Paula has advanced through the chairs attaining Auxiliary President for a total of nine terms from 1984 through 2008 and achieving All American Auxiliary President in 2007-2008; and

WHEREAS, at the District Level, Paula has held numerous chairmanships and has served as District President in 1987-1988. She is currently serving as District 11's Secretary for the last eight years and holds the unofficial position of Parliamentarian as well as Standing Rules Chairman and All American Presidents Contest Chairman; and

WHEREAS, at the State level Paula held the position of Assistant Chief of Staff to State President Jean George as well as her Personal Secretary and assistant Extension Chairman. She was also the Aide to National President Jan Tittle and the State VFW Special Project Chairman. Paula served as Department Guard, Conductress, Chaplain, Jr. Vice President, Sr. Vice President, Cancer Aid and Research, Hospital Chairman, Department Membership and as the Department VOD/Patriot's Pen Chairman, winning her 1st Place in her membership group for both programs; and

WHEREAS, Paula is also a Charter Member of the Woman's Auxiliary to the Military Order of the Cootie, Pup Tent #15; and

WHEREAS, Paula has been married for the past 41 years to her husband Bob and together they have three children Karen, Bobby and Amber, six grandchildren Ashlee, Jimmy, Joey, Ryan, Laci and Tristin; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro do hereby honor Paula Pinto for her outstanding and longtime service to our countries' Veterans of Foreign Wars.

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 8th day of November, 2014.

Robert M. Damming
Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Lyman Barnes
Freeholder

Daniel Christy
Daniel Christy
Freeholder

Frank J. DiMarco
Frank J. DiMarco
Freeholder

Heather Simmons
Heather Simmons
Freeholder

Adam J. Taliaferro
Adam J. Taliaferro
Freeholder

Attest: *Robert N. DiLella*
Robert N. DiLella, Clerk

A-1

**RESOLUTION AUTHORIZING CANCELLATION OF GRANT
RECEIVABLE AND RESERVE BALANCES**

WHEREAS, the Budget Office, in reviewing various grant accounts, has determined some balances that should be canceled because of projects coming in under original budget; and

WHEREAS, the Budget Office has further determined that it is necessary to cancel the following grant receivable and reserve balances.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester hereby authorizes cancellation of the following grant receivable and reserve balances:

| Project Title | Receivable | Reserve |
|--|-------------------|----------------|
| Byrne Memorial Justice Assistance | 370.15 | 370.15 |
| Workforce Investment Act | 9,053.00 | 9,053.00 |
| Byrne Memorial Justice Assistance | 96.25 | 96.25 |
| Workfirst New Jersey | 46,806.00 | 46,806.00 |
| Smart Steps | 4,013.00 | 4,013.00 |
| Insurance Fraud Investigation | 30,611.17 | 30,611.17 |
| State Community Partnership Program | 814.00 | 814.00 |
| Area Plan Program | 28,740.00 | 28,740.00 |
| Homeless Assistance Program | 342.00 | 342.00 |
| Transportation Planning & Implementation | 10,016.02 | 10,016.02 |
| Federal Stimulus Projects | 2,505,656.29 | 2,505,656.29 |
| Click it or Ticket | 250.00 | 250.00 |

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER, NEW JERSEY

A. 2

RESOLUTION _____

RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING AND APPROVING THE COUNTY OF GLOUCESTER'S PARTICIPATION IN THE MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE OF THE SECURITIES AND EXCHANGE COMMISSION; AND AUTHORIZING AND APPROVING CERTAIN ACTIONS IN CONNECTION WITH THE FOREGOING

WHEREAS, the County of Gloucester, New Jersey ("County") has previously issued to the public various series of bonds and bond anticipation notes (collectively, the "Obligations"), including Obligations issued by the County in the past five (5) years; and

WHEREAS, in connection with the issuance of certain of such Obligations, the County agreed, pursuant to Rule 15c2-12 ("Rule") of the Securities and Exchange Commission ("SEC"), to provide certain continuing disclosure information regarding the County on an annual basis to the former Nationally Recognized Municipal Securities Information Repositories (pre-2009) and to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system (2009-present) (otherwise known as "EMMA"), including, but not limited to, audited financial statements, certain financial information and operating data, certain notices of ratings changes and certain other events; and

WHEREAS, the SEC has recently focused its attention on what it believes is a widespread failure of local government issuers across the nation to meet their continuing disclosure obligations and, in particular, possible misrepresentations made by such local government issuers in the official statements utilized to sell municipal securities regarding past compliance with those continuing disclosure obligations; and

WHEREAS, in an effort to remedy these perceived issues, the SEC has implemented the Municipalities Continuing Disclosure Cooperation Initiative ("MCDC Initiative"), a program currently scheduled to end for issuers at 12:00 a.m. on December 1, 2014, which encourages issuers of municipal securities, including the County, to self-report possible material misstatements or omissions made in the past five (5) years in an official statement or statements regarding compliance with prior continuing disclosure obligations; and

WHEREAS, by participating in the MCDC Initiative, issuers agree, among other things, to accept certain non-monetary penalties in lieu of unknown, and, by all accounts, hefty monetary and non-monetary penalties that the SEC has threatened on issuers that do not participate in the MCDC Initiative, should the SEC determine that an issuer has made material misstatements in an official statement or statement regarding compliance with prior continuing disclosure obligations; and

WHEREAS, in particular, by participating in the MCDC Initiative, issuers agree to accept the following penalties, if imposed by the SEC: (i) compliance with a cease and desist order in which the issuer neither admits nor denies the findings of the SEC; (ii) implementation of policies, procedures and training regarding continuing disclosure obligations; (iii) compliance with all existing continuing disclosure undertakings; (iv) cooperation with any further SEC investigation; (v) disclosure of settlement terms in any final official statement issued within five years of the date of institution of the proceedings; and (vi) production to the SEC of a compliance certificate regarding the applicable undertakings on the one year anniversary of the proceedings; and

WHEREAS, on July 23, 2014 the New Jersey Department of Community Affairs, Division of Local Government Services ("DLGS"), issued Local Finance Notice 2014-9 ("Notice") warning local government officials of possible consequences for failing to identify past noncompliance with continuing disclosure requirements and encouraging such issuers to determine whether to take advantage of the MCDC Initiative; and

WHEREAS, as part of the Notice, the DLGS strongly recommended that local government officials proactively take steps to self-identify their own levels of compliance with their continuing disclosure undertakings and to consult with their public finance professionals in order to determine whether it would be advisable to participate in the MCDC Initiative; and

WHEREAS, based upon the directive of the Notice and in order to fully analyze whether it would be necessary or advisable for the County to participate in the MCDC Initiative, the County previously engaged the services of Phoenix Advisors, LLC, Bordentown, New Jersey, as disclosure specialist, in order to undertake a disclosure review on behalf of the County which: (i) summarized the results of the County's prior compliance with its secondary market continuing disclosure obligations; and (ii) compared those results to the statements made by the County in the last five (5) years in its official statement or statements regarding past compliance with continuing disclosure obligations ("Disclosure Review"); and

WHEREAS, based on the results of the Disclosure Review, and weighing heavily the known non-monetary penalties that may come through the County's participation in the MCDC Initiative versus the unknown, and, by all accounts, hefty monetary and non-monetary penalties the SEC has threatened on issuers that do not self-report, the Board of Chosen Freeholders ("Board") of the County is now desirous of authorizing the County's participation in the MCDC Initiative and authorizing the County Treasurer, after consultation with the County's general counsel, bond counsel, auditor, disclosure specialist and other finance professionals, to prepare and submit all documentation required to enter the County's bond and note issues into the MCDC Initiative, as deemed necessary or required.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AS FOLLOWS:

Section 1. The County hereby ratifies and confirms the undertaking and completion of the Disclosure Review by Phoenix Advisors, LLC, Bordentown, New Jersey.

Section 2. To the extent that the Disclosure Review has revealed that the County may have made materially inaccurate statements in its bond and note official statement or statements relating to prior compliance with continuing disclosure obligations pursuant to the Rule in connection with its Obligations issued during the prior five (5) year period, the County Treasurer, after consultation with the County's general counsel, bond counsel, auditor, disclosure specialist and other finance professionals, are each hereby authorized to execute and deliver any and all documents and instruments, including, but not limited to, the Municipalities Continuing Disclosure Cooperation Initiative Questionnaire for Self-Reporting Entities contained in the MCDC Initiative, and to do and cause to be done any and all acts and things necessary or proper for the County's participation in the MCDC Initiative and all related transactions contemplated by this Resolution.

Section 3. Any action taken by County Treasurer, or any other official, officer or employee of the County, with respect to the Disclosure Review, the engagement of a disclosure specialist and participation in the MCDC Initiative is hereby ratified and confirmed.

Section 4. This Resolution shall take effect immediately upon adoption.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

MOTION:

SECOND

RECORDED VOTE

AYES:

ABSTAIN:

NAYES:

ABSENT:

The foregoing is a true copy of the Resolution adopted by the Board of Chosen Freeholders of the County of Gloucester, New Jersey, at a meeting thereof duly called and held on December 3, 2014.

ROBERT N. DILELLA,
Clerk of the Board of Chosen Freeholders

B-1

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH BAY HEAD INVESTMENT, INC. DBA VCI EMERGENCY VEHICLE SPECIALIST TO DECREASE THE CONTRACT AMOUNT BY \$3,000.00

WHEREAS, the County awarded a contract on June 25, 2014, per PD-014-013 to Bay Head Investment, Inc. dba VCI Emergency Vehicle Specialist for the purchase of (3) 2014 Dodge/Freightliner type III Sprinter Ambulances; and

WHEREAS, an amendment has become necessary due to the unavailability of the DriveCam system for each ambulance at the time the ambulances were delivered and a decrease in funds is necessary; and

WHEREAS, the contract will be decreased by \$3,000.00, resulting in a contract amount of \$401,514.51; and

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of an Amendment to the contract between the County and Bay Head Investment, Inc. dba VCI Emergency Vehicle Specialist to decrease the contract amount by \$3,000.00, resulting in a contract amount of \$401,514.51 and all other terms and provisions of the original contract shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

B-1

**AMENDMENT TO CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
BAY HEAD INVESTMENT, INC. DBA
VCI EMERGENCY VEHICLE SPECIALIST**

THIS is an amendment to a contract entered into on the 25th day of June, 2014 (Per PD-014-013), by and between Bay Head Investment, Inc. dba VCI Emergency Vehicle Specialist and the County.

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

The Contract is amended for a decrease of funds for the purchase of (3) 2014 Dodge/Freightliner type III Sprinter Ambulances. At the time of delivery of the ambulances, the DriveCam units were not available. This amendment will decrease the contract amount by \$3,000.00 (\$1,000.00 per ambulance), resulting in a total contract amount of \$401,514.51.

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

THIS ADDENDUM is effective as of the 3rd day of December, 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**BAY HEAD INVESTMENT, INC. dba
VCI EMERGENCY VEHICLE
SPECIALIST**

By:
Title:

B-2

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO HERTRICH FLEET SERVICES FOR THE PURCHASE OF TWO (2) 2015 CHEVROLET TAHOE SSV VEHICLES, FOR \$63,496.00

WHEREAS, the County, after due notice and advertisement, received sealed bids for two (2) 2015 Chevrolet Tahoe SSV Vehicles (or approved equal) for the Gloucester County Office of Emergency Response and existing units within the County; and

WHEREAS, bids were publicly received and opened on November 18, 2014; and

WHEREAS, after following proper public bidding procedure, it was determined that Hertrich Fleet Services, with offices at 1427 Bay Road, Milford, Delaware 19963 was the lowest responsive and responsible bidder, for a total contract amount of \$63,496.00, consistent with Vendor's Bid, as more specifically described in the bid specifications PD-014-052; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the emergency provisions in the amount of \$63,496.00, pursuant to C.A.F. #14-10341, which amount shall be charged against budget line item C-04-14-020-250-20101.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of a contract with Hertrich Fleet Services for two (2) 2015 Chevrolet Tahoe SSV Vehicles (or approved equal) for the Gloucester County Office of Emergency Response and existing units within the County, for a total contract amount of \$63,496.00.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B-2

**CONTRACT BETWEEN
HERTRICH FLEET SERVICES
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the ___ day of _____, 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 **HERTRICH FLEET SERVICES**, of 1427 Bay Road, Milford, Delaware 19963, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for two (2) 2015 Chevrolet Tahoe SSV Vehicles for the Gloucester County Office of Emergency Response and existing units within the County; 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.** Contract shall be effective upon the execution of contract and Vendor shall complete all services as indicated in bid PD-014-052 or within a reasonable period of time.

2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$63,496.00 as per PD-014-052.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD-014-052, 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 Vendor agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **INDEPENDENT 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 the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract documents, and the specifications identified as PD-014-052, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between

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

THIS CONTRACT is made effective 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:

HERTRICH FLEET SERVICES

By:
Title:

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

202

Certificate of Availability of Funds

TREASURER'S NO. 14-10341

DATE November 20, 2014

BUDGET NUMBER - CURRENT _____
C-04-14-020-250-20101

DEPARTMENT: ERC/EMS

AMOUNT OF CERTIFICATION \$63,496.00

COUNTY COUNSEL Tom Campo

DESCRIPTION: CONTRACT TO HERTRICH FLEET SERVICES, FOR THE PURCHASE OF TWO (2) 2015 CHEVROLET TAHOE SSV'S (OR APPROVED EQUAL), FOR A TOTAL CONTRACT AMOUNT OF \$63,496 AS PER PD# 014-052.

VENDOR: HERTRICH FLEET SERVICES
ADDRESS: 1427 BAY RD.
MILFORD, DE 19963

J. L. Brite
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]

RETURNED TO DEPARTMENT NOT APPROVED

DATE PROCESSED 11-21-14

12/3/14 Freeholder Meeting

B-2

| | | | |
|-------------|---|---|--|
| | <p>PD 014-052 Bid Opening 11/18/2014 10:00am Specifications for supplying Two (2) 2015 Chevrolet Tahoe's SSV (Or Equal) To the County Of Gloucester and Existing Units within the County as allowed through County Contract Purchasing System Numbers CK-01-GC and 16- GLCP</p> | <p>VENDOR: Hertrich Fleet Services 1427 Bay rd. Milford De 19963 Michael Wright Gov't Sales Manager 800 698-9825 302 839-0555 Fax</p> | |
| <u>ITEM</u> | | | |
| | DESCRIPTION | | |
| Ea. | 2015 Chevrolet Tahoe SSV | \$31,748.00 | |
| | Total price for Two | \$63,496.00 | |
| | DELIVERY ARO | 90-120 Days | |
| | Variations: (if any) | Tire size is P-225/70R17 Blackwall | |
| | Will you extend your prices to local government entities within the County | Yes | |
| | Bid specifications sent to: | Prime Vendor | |
| | Based upon the bids received, I recommend Hertrich Fleet Services as the lowest responsible, responsive bidder. | | |
| | | | Sincerely, |
| | | | Peter M. Mercanti Purchasing Director |

C-1

RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE TOTAL CONTRACT AMOUNT BY \$46,806.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 2, 2013 authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2013 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines; in the total amount of **\$3,866,671.00**; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 25, 2014 authorizing a modification (MOD 2) of the Work First New Jersey SmartSTEPS to decrease the funding for Program Year 2013 by **\$4,013.00**; and

WHEREAS, due to a decrease in the form of Work First New Jersey (WFNJ) funds, it is necessary to amend said contract, Program Year 2013 – MOD 3, in the amount of **\$46,806.00**, resulting in the following estimated funds for the grant period July 1, 2013 to June 30, 2014;

| | |
|--------------------------------|-----------------------|
| WIA Adult | \$ 530,543.00 |
| WIA Youth | \$ 595,183.00 |
| WIA Dislocated Worker | \$ 787,469.00 |
| Work First NJ | \$1,867,670.00 |
| Workforce Learning Link | \$ 39,000.00 |
| Total | \$3,819,865.00 |

WHEREAS, the amount of **\$3,819,865.00** represents funds received, less the unobligated amount of **\$46,806.00**, (and including Mod 2) from the State of New Jersey during PY' 2013, to be utilized by Gloucester County to enhance services to County residents; and

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

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

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the Contract and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor and Workforce Development from July 1, 2013 to June 30, 2014.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

WIB Area: Gloucester **PY 2013 Funds** **Plan No.:** ET-08-PY13
DUNS No.: 957362247 **Mod No.:** 3

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

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

C. Local Area Operating Entity:
Gloucester County Economic Devel
115 Budd Boulevard
West Deptford, New Jersey 08096
Contact: Tom Bianco, Acting Director
Tel. No.: 856-384-6951

WorkFirst NJ Operating Entity:
Same
Contact: Tom Bianco, Acting Director
Tel. No.: 856-384-6951

D. Funding Levels by Source:

| <u>WIA / FEDERAL FUNDS:</u> | |
|-----------------------------|--------------------|
| Adult: | 530,543 |
| Youth: | 595,183 |
| Dislocated Worker: | 787,469 |
| Add'l Federal Funds: | 0 |
| Federal TOTAL: | \$1,913,195 |
| State TOTAL: | \$1,906,670 |
| Contract TOTAL: | \$3,819,865 |

| <u>STATE FUNDS:</u> | |
|---------------------------|-----------|
| WorkFirst NJ: | 1,867,670 |
| WIB Admin: | 0 |
| WLL: | 39,000 |
| SmartSTEPS: | 0 |
| Bus. Development: | 0 |
| WDP - DW: | 0 |
| Add'l State Funds: | 0 |

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

Grantor/Department and Grant Recipient's Agreement Signatures

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

| Accepted & Agreed by the Grant Recipient | Accepted & Agreed by the WIB Chairperson | Accepted & Agreed by Grantor/Department |
|---|---|--|
| Name: Robert M. Damminger | Name: Hosea Johnson | Name: Harold J. Wirths |
| Signature: | Signature: <i>Hosea Johnson</i> | Signature: |
| Title: Freeholder Director | Title: WIB Chairperson | Title: Commissioner |
| Date: | Date: 11/19/2014 | Date: |

Standard Assurances and Certifications

ASSURANCES AND CERTIFICATIONS

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

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

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

1) ASSURANCES NON CONSTRUCTION PROGRAMS

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

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

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the LWD, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives or the LWD directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval from the LWD.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of the Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101, et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801, et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321, et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f, et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).
- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131, et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and the Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments and Nonprofit Organizations.
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
- S) Will comply with the Federal Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the LWD as a condition of receiving a federal grant or award.

2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

3) CERTIFICATION REGARDING LOBBYING

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

The undersigned (i.e., grantee signatory) certifies, to the best of his or her knowledge and belief that:

- A) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- D) Notifying the employee in the statement required by paragraph A that as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

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

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

6) LIABILITY

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

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

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

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

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

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

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

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

The following are hereby designated:

- 1. Fiscal agent (as defined by the Workforce Investment Act at sections 117 and 118 and in related regulations at 661.350 (a)):

County of Gloucester
County Court House
PO Box 337
Woodbury, New Jersey 08096

- 2. One-Stop Operator (as defined by the Workforce Investment Act at sections 101, 117 and 121 and in related regulations at 662.410):

Daniel Angelucci, One Stop Operator
Gloucester County One Stop Career Center
215 Crown Point Road
Thorofare, New Jersey 08086

- 3. Workforce point of contact (as designated by the signee to be the contact point for the state of New Jersey for purpose of communication):

Thomas Bianco, Director
Workforce Investment Board
115 Budd Boulevard
West Deptford, New Jersey 08096

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. I further certify that as the duly authorized representative, I retain the authority to accept funds and participate in the related programs with the agreement of the jurisdiction. The information provided below and the information provided herein, accurately reflect the desires and wishes regarding the use of these funds within this jurisdiction consistent with the requirements of the funding sources and our intent. Further, with my affixed signature, our jurisdiction agrees to follow and be responsive to the rules, laws, policies and plans developed by the federal and state governments related to the funds included in this agreement and require all subgrantees under this agreement to agree to same.

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

Signature

Date

General Provisions

DEFINITIONS

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

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

- Audit functions and those duties associated with coordinating the resolution of findings originating from audits, monitoring, incident reports or other investigations
- General legal services
- Goods and services used for administrative functions
- Developing systems, including information systems, related to administrative functions
- The cost of awards made to subrecipient or vendor organizations for administrative services of the awarding agency (e.g., payroll service for staff or clients)

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

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

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

1) SPECIAL GRANT CONDITIONS FOR HIGH RISK GRANTEES

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

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

B) Special conditions or restrictions may include:

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

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

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

2) FINANCIAL MANAGEMENT SYSTEM

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

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

1) Financial Reporting:

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

2) Accounting Records:

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

3) Internal Control:

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

4) Budget Control:

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

5) Allowable Cost:

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

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

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

C) The LWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

D) The LWD may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the LWD determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the LWD upon written notice to the grantee, until such time as the system meets with the LWD approval.

E) The LWD requires that the grantee/contractor develop/maintain a documented financial management system that is committed to a document and conforms to applicable federal, state laws and generally accepted accounting principles.

F) The grantee/contractor shall develop/maintain a cost allocation/resource sharing plan regarding the resources developed to the One-Stop Career Center consistent with requirements set forth in appropriate laws, regulations and the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

3) ALLOWABLE COSTS

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

by the contractor/grantee and the LWD, and only in the amount specified in the agreement. All obligations shall be liquidated within three months of the completion of the contract period or an approved extension.

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

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

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

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

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

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

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

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

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

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

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

Each contractor/grantee shall establish a written policy to address the provision of personnel benefits paid, incurred or purchased under this agreement. Costs associated with personnel benefits should be consistent with the developed

policy and should apply to the contractor/grantee and its subgrantees where appropriate. The LWD retains the right to determine whether costs/rates within this category are excessive.

Contractors/Grantees must ensure that costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a de minimis amount. Each contractor/grantee must establish written policies consistent with that of the grant recipient. The LWD retains the right to assess such policy for their potential impact on service provision and require changes to ensure such activities may not be impacted by local policies. Each contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The LWD retains the right to determine whether costs/rates within this category are excessive.

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

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

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

4) MATCHING AND COST SHARING

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

5) PROGRAM INCOME

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

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

6) PRICE WARRANTY

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

7) PAYMENT METHOD

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

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

8) REPORTING REQUIREMENTS

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

9) MONITORING, EVALUATION AND AUDIT

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

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

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

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

requested to determine their propriety under the contract; review of the training records which substantiate training was completed in accordance with the contracts.

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

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

10) COMPLAINTS, GRIEVANCES AND APPEALS

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

11) RECORDS

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

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

Access – The grantor may investigate any matter it deems necessary to determine compliance with state or federal policy and/or procedures. The investigations authorized by this provision may include examining records (including

making certified copies thereof), interviewing employees and entering any premises or onto any site in which any part of a program of the contractor/grantee is conducted or in which any of the records of the contractor/grantee are kept.

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

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

12) PROCUREMENT STANDARDS

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

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

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

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

13) PROPERTY

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

14) TRAVEL AND CONFERENCES

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

15) SUBCONTRACTING

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

16) MODIFICATIONS

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

Program Year 2013 Mod 3

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

17) DISPUTES

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

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

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

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

18) SEVERABILITY

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

19) TERMINATION

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

20) CONTRACT CLOSEOUT

- A) The following definitions shall apply for the purpose of this section:

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

21) PERFORMANCE

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

22) CONFLICTS OF INTEREST

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

23) OPEN GOVERNMENT PRACTICES

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

- Patronage
- Political Activities
- Hatch Act
- Sectarian Activities
- Maintenance of Effort/Supplanting
- Open Public Meeting

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

24) BONDING AND INSURANCE

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

25) AVAILABILITY OF FUNDS

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

Grant Specific Provisions

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

Grant recipient:

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

Fiscal agent:

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

Workforce Investment Board:

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

One-Stop Operator:

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

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

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

Robert M. Damminger
Freeholder Director

Signature

Date

C-2

RESOLUTION TO CONTRACT WITH GOOD DEAL TRANSMISSIONS, INC. FOR REPAIR SERVICES ON COUNTY VEHICLES FROM DECEMBER 3, 2014 TO DECEMBER 2, 2016 IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR

WHEREAS, the County of Gloucester's (hereinafter the "County") Department of Public Works, Division of Fleet Management, from time to time has the need for transmission overhauls on County vehicles; and

WHEREAS, after due notice and advertisement, the County received sealed bids on November 20, 2014, and after following the appropriate public bidding procedures, it was determined that Good Deal Transmissions, Inc., (hereinafter "Good Deal") 531 Mantua Avenue (Route 45), Woodbury, NJ 08096, was the lowest responsive and responsible bidder to provide the unit per bid specifications PD-014-053; and

WHEREAS, the contract term with Good Deal, shall be for a two (2) year period, from December 3, 2014 to December 2, 2016, with the County reserving an option to extend this Contract for one (1) 2 year period, or two (2) 1 year periods, in an amount not to exceed \$25,000.00 per year; and

WHEREAS, the contract with Good Deal would be open ended, 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 the contract with Good Deal beyond December 31, 2014 is conditioned upon the approval of the County budget for each contract year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that a contract is awarded to Good Deal Transmission, Inc. to perform transmission overhauls, when necessary, on County vehicles, as per bid PD-014-053 from December 3, 2014 to December 2, 2016. The County reserves the option to extend the Contract for an additional one (2) year period or two (1) year period, in an amount not to exceed \$25,000.00 per year in accordance with and pursuant to the bid submitted with unit prices and terms set forth in the bid proposal for the items as set forth hereinabove; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the within awarded contract, 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, December 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

| PD014-053 | | Bid Opening 11/20/2014 10:00am | | VENDOR: | |
|---|---|---|-------------|--|----------------------|
| SPECIFICATIONS AND PROPOSAL FORM COVERING TRANSMISSION OVERHAULS ON AUTOMOBILES AND TRUCKS FOR THE COUNTY OF GLOUCESTER | | First Quality, Inc T/A Cottman Transmission 230 Glassboro Rd. Woodbury Heights, NJ 08097 Austin Bombaro, President 856-845-0070 856-845-8651 Fax convco@aol.com | | Good Deal Transmissions, Inc 531 Mantua Ave. (RT.45) Woodbury, NJ 08096 John Mikulski - Owner 856 848-1919 856 848-4660 FAX gooddealtransmission@verizon.net | |
| ITEM | DESCRIPTION | MFGR | MODEL | UNIT PRICE | UNIT PRICE |
| 1 | Ford | | AX4S | \$1,295.00 | \$1,500.00 |
| 2 | Ford | | 5R55E | \$1,450.00 | \$1,500.00 |
| 3 | Ford | | AX4N | \$1,450.00 | \$1,500.00 |
| 4 | Ford | | 4R70W | \$1,295.00 | \$1,500.00 |
| 5 | Ford | | 6F50N | \$2,200.00 | \$2,250.00 |
| 6 | Ford | | 4R75W | \$1,500.00 | \$1,500.00 |
| 7 | Ford | | 4R100 | \$1,650.00 | \$1,650.00 |
| 8 | Ford | | 5R110W | \$1,975.00 | \$1,995.00 |
| 9 | Ford | | 4F50N | \$1,450.00 | \$1,500.00 |
| 10 | Ford | | 5R55W | \$1,695.00 | \$1,750.00 |
| 11 | Chevrolet | | 4T45E | \$1,195.00 | \$1,500.00 |
| 12 | Chevrolet | | 4T65E | \$1,500.00 | \$1,500.00 |
| 13 | Chevrolet | | 4L80E | \$1,500.00 | \$1,500.00 |
| 14 | Chevrolet | | 4L85E | \$1,500.00 | \$1,500.00 |
| 15 | Chevrolet | | 6L90 | \$2,400.00 | \$2,500.00 |
| 16 | Chevrolet | | 4L60E | \$1,450.00 | \$1,500.00 |
| 17 | Chrysler | | 45RFE | \$1,400.00 | \$1,500.00 |
| 18 | Chrysler | | 604 | \$1,250.00 | \$1,300.00 |
| 19 | Chrysler | | 606 | \$1,250.00 | \$1,300.00 |
| 20 | Chrysler | | 5-45RFE | \$1,500.00 | \$1,500.00 |
| 21 | Chrysler | | 42RLE | \$1,500.00 | \$1,500.00 |
| 22 | Allison | | Series 1000 | \$2,795.00 | \$2,500.00 |
| 23 | Allison | | Series 2000 | \$2,795.00 | \$2,500.00 |
| 24 | Allison | | Series 3000 | \$5,500.00 | \$2,500.00 |
| | Total | | | \$43,495.00 | \$41,245.00 |
| 25 | HOURLY RATE | | | \$65.00 per hour | \$65.00 per hour |
| | Variations: (if any) | | | NONE | NONE |
| | Will you extend your prices to local government entities within the County | | | YES | YES |
| | Bid specifications sent to: | | | Prime Vendor DARTCO | Camerota Truck Parts |
| | The term of the contract shall be for two years from date of award with the option to extend for 1 two year period or 2 one year periods. | | | | |
| | Based upon the bids received, I recommend Goodeal Transmissions be awarded the contract as the lowest responsive, responsible bidder. | | | | |

C-2

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
GOOD DEAL TRANSMISSIONS, INC.**

THIS CONTRACT is made effective the 3rd day of **December, 2014** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, hereinafter referred to as "County", and **GOOD DEAL TRANSMISSIONS, INC.**, with offices at 531 Mantua Avenue (Route 45), Woodbury, N.J. 08096, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need to contract for the service of transmission overhauls on county vehicles as per PD-014-053; and

WHEREAS, the Contractor represents that it is qualified 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 December 3, 2014 to December 2, 2016, with the County reserving an option to extend this Contract for one (1) 2 year period, or two (2) 1 year periods.
2. **COMPENSATION.** The Contract shall be for an amount not to exceed \$25,000.00 for each Contract year, so that this is an open-ended contract. The Contract shall be for estimated units of service, as set forth in Bid Specifications (hereinafter "Specifications") as per PD-014-053.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are both incorporated into, and made part of this Contract, by reference.

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

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

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

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

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

this Contract.

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

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

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

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

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

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

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any

payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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

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

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

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, 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.

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

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

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

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

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorize County personnel or upon prior approval of the County.
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
23. **CONTRACT PARTS.** Incorporated herein by reference are the Specifications and the Proposal. If there is a conflict between this Contract and the Specifications, this Contract will control. If there is a conflict between this Contract or the Specifications, then this Contract, or the Specifications, as applicable shall control.

THIS CONTRACT is made effective the **3rd** day of **December, 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

ATTEST:

GOOD DEAL TRANSMISSIONS, INC.

JOHN MIKULSKI, OWNER

C-3

RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #02 INCREASE WITH P & A CONSTRUCTION, INC. BY \$47,285.00

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "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 (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded by the County by Resolution on May 21, 2014 to P & A Construction, Inc. (hereinafter "P & A"), with an office address of 650 Leesville Avenue, Rahway, New Jersey 07065 in the amount of \$2,365,843.47 (hereinafter the "Contract"); and

WHEREAS, the Contract was previously revised by the County by Resolution on November 5, 2013 through Change Order #01-Increase in the amount of \$72,600.00; and

WHEREAS, Vincent M. Voltaggio, P.E. County Engineer, has recommended Change Order #02-Increase with P & A in the amount of \$47,285.00, resulting in a new total contract amount of \$2,485,728.47; and

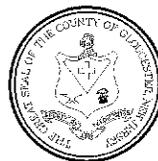
WHEREAS, the said change order is based upon increases, decreases and supplementary quantities based upon actual 'as-built' quantities and projected to be used to satisfactorily complete the project. The overall change order results in a project cost increase, resulting in a new total contract amount of \$2,485,728.47; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for Change Order #02-Increase with P & A in the amount of \$47,285.00, pursuant to C.A.F. #14-10345, which amount shall be charged against budget line items C-04-13-013-165-13218.

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 P & A for the Project in the amount of \$47,285.00, resulting in a new total adjusted contract amount of \$2,485,728.47, 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 the 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, December 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

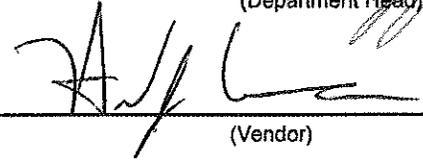
ROBERT N. DILELLA, CLERK

C-3

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: P&A Construction, Inc.
P.O.Box 28
Colonia, NJ 07067
- 2. Description of Project or Contract: Phase 2- Reconstruction of Egg Harbor Road (CR630) between Pembroke Drive and Medical Center Drive in the Township of Washington
- 3. Date of Original Contract: May 21, 2014
- 4. P.O. Number: 14-03893
- 5. Amount of Original Contract: \$2,365,843.47
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1: \$72,600.00
- 8. Amount of this Change Order No. 2: \$47,285.00
- 9. New Total Amount of Contact (Total of Numbers 5, 6, 7 & 8 Above) \$2,485,728.47
- 10. Need or Purpose of this Change Order: Changes in quantities reflect the adjustment to the proposed storm drainage system and the added slope protection within the detention basin. Further, the increase of the concrete sidewalk and driveway restoration are based on as built measurements and the projected lawn restoration required to adequately complete the project. The project is 100% Federally Funded.

This change order requested by  on 11-20-14
(Department Head) (Date)

Accepted by  on 11/20/14
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

_____ By: _____
Robert N. DiLella, Clerk Robert M. Damming, 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 Resolution.

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER**

Sheet 1 of 2
Order No: 2
Order Letter: _____
Date: 11/21/14

Project: Phase 2 - Reconstruction of Egg Harbor Road (CR630) between Pembroke Drive and Medical Center Drive in the Township of Washington, Gloucester County, NJ
Federal Project No: STP-4048-(107)Con Doc. No. _____
Contractor: P&A Construction, Inc

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Egg Harbor Road, Township of Washington, NJ

Nature and reason for order: Changes in quantities reflect the adjustment to the proposed storm drainage system and the added slope protection within the detention basin. Further, the increase of the concrete sidewalk and driveway restoration are based on as built measurements and the projected lawn restoration required to adequately complete the project.

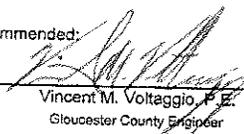
Extension Reduction of time recommended for this order: _____

| CONTRACT AMOUNT | ROAD | BRIDGE | TOTAL |
|--|----------------|--------|----------------|
| Amount of original contract: | \$2,365,843.47 | \$0.00 | \$2,365,843.47 |
| Adjusted amount based on orders No. 1: | \$2,438,443.47 | \$0.00 | \$2,438,443.47 |
| Adjusted amount based on orders No. 2: | \$2,485,728.47 | \$0.00 | \$2,485,728.47 |

| CONTRACT TIME |
|--------------------------------------|
| Original Completion Date: 12/16/2014 |
| Adjustment This Order: (+ or -) 0 |
| Previous Adjustments: (+ or -) 0 |
| Adjusted Completion Date: |

| ORDER NO. | <input checked="" type="checkbox"/> Road | Bridge | Other |
|-------------|--|--------|---------------|
| 1 | | | |
| | Road | Bridge | Total |
| Extra Work: | \$0.00 | \$0.00 | \$0.00 |
| Increases: | \$62,420.00 | \$0.00 | \$62,420.00 |
| Decreases: | (\$15,135.00) | \$0.00 | (\$15,135.00) |
| Total: | \$47,285.00 | \$0.00 | \$47,285.00 |

RESERVED FOR FHWA OR
F.T.A.

Recommended: 

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

11.20.14
Date

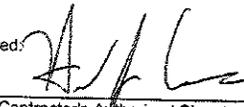
Approved: _____
Robert M. Damminger
Freeholder Director

Date

Approved for Funding Participation Purposes:

Manager, District #4, Local Aid Date

| ALTERNATE PROCEDURES PROJECTS | |
|---|------|
| This order is approved for Federal participation: | |
| Director, Local Aid & Economic Development | Date |

Accepted: 

Contractor's Authorized Signature

11/20/14
Date

Name: H. ASSUNCAO
Title: P.M.

| CONTRACTS PAYABLE SECTION | |
|-----------------------------------|------|
| Reviewed by: _____ | Date |
| Input Submitted by: _____ | Date |
| Certification of Funds: | |
| Director of Accounting & Auditing | Date |

Unprotested
 Protested by letter dated _____ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 2 of 2
Order No: 2
Order Letter: _____
Date: 11/21/14

Project: Phase 2 - Reconstruction of Egg Harbor Road (CR630) between Pembroke Drive and Medical Center Drive in the Township of Washington, Gloucester County, NJ
Federal Project No: STP-4048-(107)Con Doc. No. _____
Contractor: P&A Construction, Inc

| ITEM NO. | DESCRIPTION | QUANTITY (+/-) | UNIT PRICE | AMOUNT |
|--|---|----------------|------------|----------------------|
| EXTRA WORK | | | | |
| | | 0 | \$0.00 | \$0.00 |
| SUBTOTAL EXTRA WORK | | | | \$0.00 |
| INCREASES | | | | |
| 61 | 24" Reinforced Concrete Pipe | 108 | \$60.00 | \$6,480.00 |
| 65 | 12" ductile Iron Pipe | 1 | \$150.00 | \$150.00 |
| 66 | 14" ductile Iron Pipe | 1 | \$150.00 | \$150.00 |
| 70 | Manhole, 4' Diameter | 1 | \$5,000.00 | \$5,000.00 |
| 74 | Riprap Stone Channel Protection, 12" Thick (D50=6") | 208 | \$50.00 | \$10,400.00 |
| 80 | Concrete Sidewalk, 4" Thick | 254 | \$40.00 | \$10,160.00 |
| 83 | Concrete Driveway, 6" Thick | 184 | \$65.00 | \$11,960.00 |
| 85 | 9" x 18" Concrete Vertical Curb | 8 | \$15.00 | \$120.00 |
| 103 | Top Soiling, 4" Thick | 4000 | \$4.00 | \$16,000.00 |
| 106 | Fertilizing and Seeding, Type A-3 | 4000 | \$0.50 | \$2,000.00 |
| SUBTOTAL INCREASES | | | | \$62,420.00 |
| DECREASES | | | | |
| 11 | Inlet Filter Type 2, 2'x4' | -20 | \$15.00 | -\$300.00 |
| 59 | 15" Reinforced Concrete Pipe | -172 | \$45.00 | -\$7,740.00 |
| 60 | 18" Reinforced Concrete Pipe | -151 | \$45.00 | -\$6,795.00 |
| 62 | 30" Reinforced Concrete Pipe | -3 | \$100.00 | -\$300.00 |
| SUBTOTAL DECREASES | | | | (\$15,135.00) |
| Total Amount Change Order No. 2 | | | | \$47,285.00 |

Amount of Original Contract: \$2,365,843.47

Adjusted Amount Based on Change Order No. 1: \$2,438,443.47

Adjusted Amount Based on Change Order No. 2: \$2,485,728.47

Total Change (+ or -): \$47,285.00

% of Change in Contract: [(+) Increase or (-) Decrease] 5.06732595%

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

Certificate of Availability of Funds

TREASURER'S NO. 14-10345 DATE November 20, 2014
C-04-13-013-165-13218 (\$47,285.00)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$47,285.00 COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION: Contract Change Order #02-Increase, Change Order is based upon increases, decreases and supplementary quantities based upon actual 'as-built' quantities and projected to be used to satisfactorily complete the project, Engineering 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: P & A Construction, Inc.

ADDRESS: P.O. Box 28
Colonia, NJ 07067

 11-20-14
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED _____

Meeting Date: December 03, 2014

C-4

RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #04 DECREASE WITH P & A CONSTRUCTION, INC. BY \$51,708.07

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

WHEREAS, a contract for the construction of the Project was previously awarded to P & A Construction, Inc. (Contractor), with an office address of 650 Leesville Avenue, Rahway, New Jersey 07065, who was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$6,209,751.69 passed by Resolution on August 21, 2013; and

WHEREAS, the Contract was previously revised by the County by Resolution on November 6, 2013 through Change Order #01 Increase in the amount of \$24,160.00; and

WHEREAS, the Contract was previously revised by the County by Resolution on February 5, 2014 through Change Order #02 Increase in the amount of \$114,850.20; and

WHEREAS, the Contract was previously revised by the County by Resolution on July 9, 2014 through Change Order #03-Increase in the amount of \$414,233.24; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order #04- Decrease, which will decrease the total amount of the Contract with P & A Construction by \$51,708.07, resulting in a new total contract amount of \$6,711.287.06; and

WHEREAS, the said change order is based upon increases, decreases and supplementary quantities based upon actual 'as-built' quantities and projected to be used to satisfactorily complete the project. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$6,711.287.06; and

WHEREAS, the Project is a 100% Federally funded project.

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

1. The hereinabove referenced Change Order #04- Decrease to decrease the County's Contract with P & A Construction for the Project in the amount of \$51,708.07, resulting in a new total adjusted contract amount of \$6,711.287.06, 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 the 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, December 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

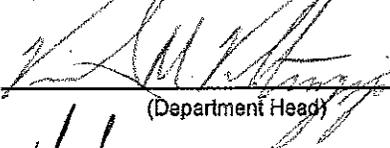
ATTEST:

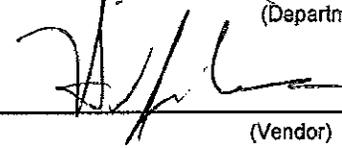
ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

- 1. Name & Address of Vendor: P&A Construction, Inc.
P.O.Box 28
Colonia, NJ 07067
- 2. Description of Project or Contract: Phase 1- Reconstruction of Egg Harbor Road (CR630)
between Salina Road And Pembroke Drive in the
Township of Washington
- 3. Date of Original Contract: 21-Aug-13
- 4. P.O. Number: 13-07143
- 5. Amount of Original Contract: \$6,209,751.69
- 6. Amount of Previously Authorized Change Order No.1 \$24,160.00
- 7. Amount of this Change Order No. 2: \$114,850.20
- 8. Amount of this Change Order No. 3: \$414,233.24
- 9. Amount of this Change Order No. 4: (\$51,708.07)
- 10. New Total Amount of Contact (Total of Numbers 5, 6, 7, 8 & 9 Above) ✓ \$6,711,287.06

11 Need or Purpose of this Change Order: Increases, decreases and supplementary quantities are based on actual as built quantities used and projected to be used to satisfactorily complete the project. The project is 100% Federally funded.

This change order requested by  on 11-20-14
(Department Head) (Date)

Accepted by  on 11/20/14
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

_____ By: _____
Robert N. DiLella, Clerk Robert M. Damming, 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 Resolution.

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER**

Sheet 1 of 2
Order No: 4
Order Letter:
Date: 11/21/2014

Project: Phase 1 - Reconstruction of Egg Harbor Road (CR630) between Salina Road and Pembroke Drive in the Township of Washington, Gloucester County, NJ
Federal Project No: STP-4048-(106)Con Doc. No. _____
Contractor: P&A Construction, Inc

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Egg Harbor Road, Township of Washington, NJ

Nature and reason for order: Increases, decreases and supplementary quantities are based on actual as built quantities used and projected to be used to satisfactorily complete the project.

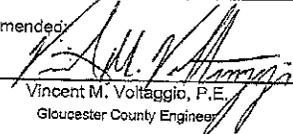
___ Extension ___ Reduction of time recommended for this order: _____

| CONTRACT AMOUNT | ROAD | BRIDGE | TOTAL |
|--|----------------|--------|----------------|
| Adjusted amount based on orders No. 3: | \$6,762,995.13 | \$0.00 | \$6,762,995.13 |
| Adjusted amount based on orders No. 4: | \$6,711,287.06 | \$0.00 | \$6,711,287.06 |

| CONTRACT TIME |
|--------------------------------------|
| Original Completion Date: 10/25/2014 |
| Adjustment This Order: (+ or -) 0 |
| Previous Adjustments: (+ or -) 0 |
| Adjusted Completion Date: |

| ORDER NO. | X Road | Bridge | Other |
|-------------|-----------------|--------|----------------|
| 4 | Road | Bridge | Total |
| Extra Work: | \$62,805.00 | \$0.00 | \$62,805.00 |
| Increases: | \$484,328.80 | \$0.00 | \$484,328.80 |
| Decreases: | (\$598,841.87) | \$0.00 | (\$598,841.87) |
| Total: | ✓ (\$51,708.07) | \$0.00 | (\$51,708.07) |

RESERVED FOR FHWA OR
F.T.A.

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

11-20-14
Date

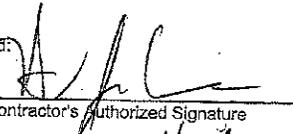
Approved: _____
Robert M. Dammingier
Freeholder Director

Date

Approved for Funding Participation Purposes: _____
Manager, District #4, Local Aid

Date

| | |
|---|------|
| ALTERNATE PROCEDURES PROJECTS | |
| This order is approved for Federal participation: | |
| Director, Local Aid & Economic Development | Date |

Accepted: 
Contractor's Authorized Signature

11/20/14
Date

Name: H. ASSUNCAO
Title: P.M.

| | |
|-----------------------------------|------|
| CONTRACTS PAYABLE SECTION | |
| Reviewed by: _____ | Date |
| Input Submitted by: _____ | Date |
| Certification of Funds: | Date |
| Director of Accounting & Auditing | Date |

Unprotested
 Protested by letter dated _____ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
FEDERAL AID CHANGE ORDER

Sheet 2 of 2
Order No. 4
Order Labor
Date: 11/21/2014

Phase 1 - Reconstruction of Egg Harbor Road (CR630) between Salina Road and Pembroke Drive in the Township of Washington, Gloucester County, NJ
Local Aid
Contractor: P&A Construction, Inc. Doc. No.

| ITEM NO. | DESCRIPTION | QUANTITY (±) | UNIT PRICE | AMOUNT |
|---------------------------------|---|--------------|-------------|------------------|
| EXTRA WORK | | | | |
| SUP 16 | Removal of Existing Fence | 4566 | \$8.00 | \$36,528.00 |
| SUP 16 | Removal of Existing Fence | 1 | \$9,800.00 | \$9,800.00 |
| SUP 17 | Topographic Survey Services | 1 | \$1,785.00 | \$1,785.00 |
| SUP 16 | 8' High Vinyl Fence | 192 | \$77.75 | \$14,938.00 |
| SUP 10 | Vinyl Post and Rail Fence | 280 | \$28.25 | \$7,910.00 |
| SUP 20 | 1gal. Jutebats | 270 | \$27.00 | \$7,290.00 |
| SUBTOTAL EXTRA WORK | | | | \$62,855.00 |
| INCREASES | | | | |
| 34 | Temporary Pavement Markings | 280 | \$2.15 | \$593.50 |
| 35 | HMA Patch | 9.44 | \$160.00 | \$1,510.40 |
| 39 | Police Traffic Direction | 900 | \$50.00 | \$45,000.00 |
| 44 | Excavation, Unclassified | 982 | \$6.01 | \$5,901.82 |
| 50 | Open-Graded Aggregate Base Course, 7" Thick | 1824 | \$8.50 | \$15,501.00 |
| 51 | Open-Graded Aggregate Base Course, 10" Thick | 684 | \$9.00 | \$6,156.00 |
| 53 | Polymerized Joint Adhesive | 12750 | \$9.00 | \$114,750.00 |
| 58 | Hot Mix Asphalt 12.5 H 76 Surface Course | 2128.88 | \$77.00 | \$163,929.76 |
| 76 | Inlet Connected to Manhole | 3 | \$1,500.00 | \$4,500.00 |
| 77 | Road Existing Curb | 2 | \$235.00 | \$470.00 |
| 84 | Rim and Stone Channel Protection, 12" Thick (FLOW) | 126.3 | \$43.50 | \$5,494.05 |
| 86 | Vinyl Fence | 1250 | \$24.00 | \$30,000.00 |
| 89 | Concrete Sidewalk, 4" Thick | 500 | \$38.75 | \$19,375.00 |
| 89 | Hot Mix Asphalt Driveway, 6" Thick | 1682 | \$50.00 | \$84,100.00 |
| 98 | Thick | 3 | \$41.00 | \$123.00 |
| 108 | RPM, Mono-Directional Amber Lens | 32 | \$23.75 | \$760.00 |
| 107 | RPM, Bi-Directional Amber Lens | 32 | \$23.75 | \$760.00 |
| 111 | Retainer and Warning Sign | 359.43 | \$31.50 | \$11,322.05 |
| 112 | Road Sign | 2 | \$105.00 | \$210.00 |
| 114 | Road Water Valve Box | 2 | \$30.00 | \$60.00 |
| 142 | Tonnel, 4" thick | 12408 | \$3.00 | \$37,224.00 |
| 145 | Fertilizer and Seeding, Type A-3 | 12042 | \$1.00 | \$12,042.00 |
| 149 | Wood Mulching, 2" thick | 800 | \$7.50 | \$6,000.00 |
| 161 | Evergreen Tree, 8' - 8' High, BAB | 49 | \$200.00 | \$9,800.00 |
| SUBTOTAL INCREASES | | | | \$484,328.20 |
| DECREASES | | | | |
| 6 | Monument | -5 | \$200.00 | (\$1,000.00) |
| 7 | Monument Box | -9 | \$220.00 | (\$1,980.00) |
| 9 | Heavy Duty Silt Fence, Black | -2240 | \$3.00 | (\$6,720.00) |
| 10 | Haybale | -100 | \$5.00 | (\$500.00) |
| 12 | Inlet Box, Type 2, 2' x 4' | -185 | \$57.00 | (\$10,635.00) |
| 13 | Picatinny Turbidity Barrier, Type 1 | -450 | \$10.00 | (\$4,500.00) |
| 14 | Sediment Control Bag | -200 | \$2.00 | (\$400.00) |
| 16 | Construction Driveway | -7 | \$27.50 | (\$192.50) |
| 18 | Oil Only Emergency Spill Kit, Type 1 | -1 | \$700.00 | (\$700.00) |
| 19 | Station Control Sediment Removal | -605 | \$1.00 | (\$605.00) |
| 20 | Inlet Box, Type 2, 2' x 4' | -304 | \$24.00 | (\$7,296.00) |
| 24 | Construction Sign | -581 | \$3.50 | (\$2,033.50) |
| 25 | Construction Identification Sign, 2' x 8' | -2 | \$700.00 | (\$1,400.00) |
| 26 | Construction Barrier, Gun | -800 | \$0.91 | (\$728.00) |
| 31 | Removable Black Line Marking, Type 6" | -17000 | \$1.65 | (\$28,050.00) |
| 32 | Temporary Pavement Markings, Type 4" | -17000 | \$1.00 | (\$17,000.00) |
| 33 | Temporary Traffic Barricade, 4" | -23855 | \$0.18 | (\$4,293.90) |
| 38 | Final Price Adjustment | -0.8 | \$41,000.00 | (\$32,800.00) |
| 39 | Asphalt Drive Adjustment | -27.5 | \$76,000.00 | (\$2,090,000.00) |
| 43 | Excavation, Test Pit | -11.3 | \$10.00 | (\$113.00) |
| 45 | 1/4" Seal Aggregate | -3700 | \$0.07 | (\$259.00) |
| 49 | Geotextile, Roadway Stabilization | -8780 | \$0.50 | (\$4,390.00) |
| 47 | Excavation, Regulated Material | -120 | \$28.00 | (\$3,360.00) |
| 48 | Disposal of Regulated Material | -200 | \$50.00 | (\$10,000.00) |
| 52 | Grass Aggregate, area No. 57 | -107 | \$30.63 | (\$3,277.41) |
| 53 | HMA Milling, 3" or Less | -70443 | \$1.75 | (\$1,232,752.50) |
| 54 | Hot Mix Asphalt Pavement Repair | -4500 | \$26.00 | (\$117,000.00) |
| 56 | Track Coat | -14823 | \$0.01 | (\$148.23) |
| 57 | Prime Coat | -3100 | \$0.01 | (\$31.00) |
| 59 | Hot Mix Asphalt 2.5 H 84 Base Course | -1120.91 | \$67.00 | (\$75,110.97) |
| 61 | 18" Reinforced Concrete Pipe | -55 | \$45.00 | (\$2,475.00) |
| 62 | 18" Reinforced Concrete Pipe | -29 | \$65.00 | (\$1,885.00) |
| 63 | 24" Reinforced Concrete Pipe | -5 | \$35.00 | (\$175.00) |
| 66 | Inlet, Type X | -182 | \$17.50 | (\$3,185.00) |
| 68 | Clearing Existing Pipe, 12" - 24" Diameter | -100 | \$13.75 | (\$1,375.00) |
| 71 | Inlet, Type B | -9 | \$3,500.00 | (\$31,500.00) |
| 73 | Inlet, Type E | -1 | \$3,500.00 | (\$3,500.00) |
| 79 | Reconstructed Inlet, Type E, Using New Casting | -1 | \$725.00 | (\$725.00) |
| 80 | Chain-Link Fence, 8' high | -313 | \$1,500.00 | (\$4,695.00) |
| 88 | Road Fence | -888 | \$25.00 | (\$22,200.00) |
| 91 | Hot Mix Asphalt Driveway, 2" thick | -1228 | \$27.00 | (\$33,156.00) |
| 93 | Concrete Driveway, 8" Thick | -8 | \$83.00 | (\$664.00) |
| 94 | Concrete Warning Surface, Block Pavers | -10.84 | \$268.00 | (\$2,905.12) |
| 95 | 8' x 18" Concrete Vertical Curb | -200 | \$14.50 | (\$2,900.00) |
| 97 | Beam Guide Rail | -98 | \$19.50 | (\$1,911.00) |
| 98 | Rail Rail | -98 | \$8.25 | (\$808.50) |
| 101 | Beam Guide Rail Element | -90 | \$7.25 | (\$652.50) |
| 102 | Removal of Guide Rail | -98 | \$1.90 | (\$1,862.00) |
| 103 | Traffic Barricade, Lane Life, Epoxy Resin 4" | -2 | \$9.50 | (\$19.00) |
| 104 | Traffic Markings, Thermoplastic | -145 | \$5.75 | (\$833.75) |
| 108 | Removal of RPM | -220 | \$1.00 | (\$220.00) |
| 109 | Removal of Traffic Signage | -5000 | \$0.80 | (\$4,000.00) |
| 110 | Removal of Traffic Signage | -303 | \$1.99 | (\$603.87) |
| 115 | Reset Manhole, Sanitary Sewer, Using Existing casting | -10 | \$238.00 | (\$2,380.00) |
| 118 | Sanitary Sewer Cleanout | -8 | \$388.00 | (\$3,104.00) |
| 119 | Road Gas Valve Box | -1 | \$80.00 | (\$80.00) |
| 120 | Electric Street Standard, Aluminum | -1 | \$1,810.00 | (\$1,810.00) |
| 134 | Traffic Signal Cable, 7 Conductor | -1599 | \$2.25 | (\$3,597.75) |
| 143 | Borrow Top Soil | -890 | \$20.00 | (\$17,800.00) |
| 144 | Turf Rappit Ship | -200 | \$0.01 | (\$2.00) |
| 145 | Fertilizer and Seeding, Type F | -652 | \$1.00 | (\$652.00) |
| 147 | Topsoil Stabilization, Type 1 Mat | -44 | \$2.50 | (\$110.00) |
| 148 | Straw Mulching | -5522 | \$0.40 | (\$2,208.80) |
| 155 | Miscellaneous Concrete | -58 | \$30.00 | (\$1,740.00) |
| 156 | Construction Driveway, Wood Mats | -50 | \$75.00 | (\$3,750.00) |
| 157 | Water Service Connections | -3 | \$1,000.00 | (\$3,000.00) |
| 158 | Water Service Connections | -3 | \$1,000.00 | (\$3,000.00) |
| SUP 7 | Flowable Fill Cement for Pipe Abandonment | -109 | \$165.00 | (\$17,985.00) |
| SUP 12 | Reconstruct Inlet, Furnish and Install New Casting | -8 | \$1,600.00 | (\$12,800.00) |
| SUBTOTAL DECREASES | | | | (\$598,841.87) |
| Total Amount Change Order No. 4 | | | | -\$84,708.07 |

| | |
|---|----------------|
| Amount of Original Contract | \$8,209,751.89 |
| Adjusted Amount Based on Change Order No. 1: | \$6,233,911.88 |
| Adjusted Amount Based on Change Order No. 2: | \$6,348,761.89 |
| Adjusted Amount Based on Change Order No. 3: | \$6,762,865.10 |
| Adjusted Amount Based on Change Order No. 4: | \$8,711,287.06 |
| Total Change (+ or -): | \$561,535.37 |
| % of Change in Contract [(+/-) Increase of (+) Decrease] | 6.0785788% |