

**AGENDA**

7:00 p.m. Wednesday, March 4, 2015

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Approval of the regular meeting minutes from February 18, 2015.

P-1 Proclamation Proclaiming March, 2015 to be Developmental Disabilities Awareness Month in Gloucester County, New Jersey (Jefferson) (to be presented)

**PUBLIC HEARING**

**RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK N.J.S.A. 40A: 4-45.14.**

This resolution was introduced on February 4, 2015. Adoption of this Resolution will allow the County to use 3.5% vs. 1.5% in calculating its budget CAP and allow the County to “bank”, or use in future years any amounts not needed in 2015.

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 EMERGENCY TEMPORARY APPROPRIATIONS.**

This resolution is needed to increase the amount for salt in Public Works – Highway budget (\$200,000.00).

**A-2 RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A PAYPAL BUSINESS ACCOUNT FOR THE PURPOSE OF ACCEPTING PUBLIC DONATIONS.**

This Resolution authorizes the establishment of a PayPal Business Account for the purpose of accepting donations from the public to the County. Donations can be made to specific County departments. There is no cost to the County to establish a PayPal account.

**A-3 RESOLUTION TO CONTRACT WITH VERIZON BUSINESS NETWORK SERVICES, INC. TO PROVIDE SPECIFIC VOICE SERVICES FROM MARCH 27, 2015 TO MARCH 26, 2017 IN AN AMOUNT NOT TO EXCEED \$140,000.00.**

This Resolution authorizes a Contract with Verizon Business Network Services, Inc., 500 Technology Drive, Weldon Spring, MO 63304 to provide specific voice services. The Contract is to obtain DSI service over 14 P2P T1’s carrying both voice and radio traffic between County building and Emergency Response Radio sites and maintenance to the D-marc 63304 for a two (2) year contract term from March 27, 2015 to March 26, 2017 in an amount not to exceed \$140,000.00. The New Jersey Board of Public Utilities is the state agency with authority to oversee the regulated industries, including telecommunications services, and the subject of these contracts are within the jurisdiction of the New Jersey Board of Public Utilities and accordingly may be awarded without public advertising for bids or bidding pursuant to N.J.S.A. 40A:11-5(f).

**A-4 RESOLUTION TO CONTRACT WITH COMMUNITY CHAMPIONS CORPORATION FOR A COUNTY-WIDE REGISTRATION PROGRAM FOR ABANDONED PROPERTIES FROM MARCH 4, 2015 TO MARCH 3, 2016.**

This Resolution authorizes the award of a professional services contract to Community Champions Corporation, for the provision of a County-wide Registration Program for abandoned properties subject to mortgages that are in default from March 4, 2015 to March 3, 2016. Community Champions will remit 50% of the registration fee to the County with Community Champions retaining no less than \$100.00 and no more than \$150.00. This program will be used as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance of abandoned and vacated properties subject to a mortgage or properties subject to mortgages that are in default.

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**B-1 RESOLUTION TO CONTRACT WITH TO CAMPBELL SCIENTIFIC, INC., FOR THE PURCHASE OF EQUIPMENT FOR A REGIONAL WEATHER STATION PROJECT, FOR \$75,301.61.**

The Gloucester County Office of Emergency Response is purchasing supplies for a Regional Weather Station Project. The Purchasing Department sent out a bid request PD-015-004 and it is recommended that the contract be awarded to Campbell Scientific, Inc. CAF #15-01415 has been obtained to certify funds. The Weather Station Project is 100% funded by Homeland Security.

**B-2 RESOLUTION TO CONTRACT WITH PAULSBORO PRINTERS, LLC FOR SERVICES IN CREATING AND PRINTING VOTING AUTHORITY TICKETS TO THE SUPERINTENDENT OF ELECTIONS, FROM MARCH 13, 2015 TO MARCH 12, 2017, IN AN AMOUNT NOT TO EXCEED \$50,000.00.**

This Resolution authorizes the execution of a contract with Paulsboro Printers, LLC for services to create and print voter authority tickets for each election, from March 13, 2015 to March 12, 2017, in an amount not to exceed \$50,000.00 for the term of the contract. The County of Gloucester has a need for voting machine services for the Gloucester County Superintendent of Elections, said services to include, but not be limited to, the printing of all Voter Authority Tickets.

**B-3 RESOLUTION TO CONTRACT WITH ELECTION SUPPORT AND SERVICES, INC., TO PROVIDE VOTING MACHINE SERVICES TO THE SUPERINTENDENT OF ELECTIONS FROM APRIL 1, 2015 TO MARCH 31, 2017 IN AN AMOUNT NOT TO EXCEED \$160,000.00.**

The contract for Election Support & Services (ESS, INC.) is for support, services, and expertise in all voting machine and technical matters. Certification is required for each said election in Gloucester County, including Regular Fire, Regular School, Regular Primary, Regular General, Special School, Special Fire, Town Cap, Presidential Primary, run-off, and any unanticipated elections. Pursuant to N.J.S.A. 19:48-1, each voting machine must be certified (a vote simulation) a ballot certification checking candidate switch positions, audio testing, a collection of machine reports and tapes with zero reports and voted reports. Each machine is checked, locked, and sealed before each said election. ESS, INC. in addition, provides technical support on each Election Day in case of any mechanical problems or malfunctions. The contract is from April 1, 2015 to March 31, 2017 at a certifying cost of \$44 per machine, and a rate not to exceed \$900 per mechanical technician support on election days, and a technical service rate of \$125 per hour.

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING FEDERAL AID AGREEMENT #14-DT-BLA-682 WITH THE NJ DEPARTMENT OF TRANSPORTATION FOR RESURFACING AND SAFETY IMPROVEMENTS ALONG COUNTY ROUTE 553 IN THE TOWNSHIPS OF DEPTFORD & MANTUA AND THE BOROUGH OF WENONAH IN AN AMOUNT NOT TO EXCEED \$2,604,953.00.**

This Resolution will authorize the County to enter into NJDOT Federal Aid Agreement #14-DT-BLA-682 for available federal funding not to exceed \$2,604,953.00 for the resurfacing and safety improvements to Woodbury-Glassboro Road CR 553 from Tylers Mill Road to Woodcreek Road in Deptford & Mantua Townships & the Borough of Wenonah per Federal Project #STP-4037 (108) CON Gloucester County Engineering Project #14-07FA. The project will consist of milling and resurfacing Woodbury-Glassboro Road, County Route 553 from Woodcreek Road (aka Bankbridge Road) in the Township of Deptford and Borough of Wenonah through to approximately the Tylers Mill Road intersection in Mantua Township. This project is 100% Federal Aid funded.

**C-2 RESOLUTION TO CONTRACT WITH CME ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES IN THE RESURFACING AND SAFETY IMPROVEMENT PROJECT ON A PORTION OF COUNTY ROUTE 557 IN THE TOWNSHIP OF FRANKLIN FOR \$59,787.79.**

This Resolution authorizes and approves a Professional Services Contract, as per RFP# 014-046, with CME Associates, Inc. (3141 Bordentown Avenue, Parlin, NJ 08859-1162) for Construction Management and Inspection Services for the Roadway Improvement Project known as the "Resurfacing and Safety Improvements, Tuckahoe Road, County Route 557 from County Route 659 to ½ mile +/- south of Whitehall Rd. in the Township of Franklin," Federal Project No. STP-0177(107) Construction, Engineering Project #13-04FA, for \$59,787.79. This Contract is proposed to be awarded based upon requests for proposals that were publicly received and opened by the county for the project on Wednesday, October 22, 2014. The project will consist of milling and resurfacing Main Road (County Route 555)/West Malaga Road (County Route 659) in Franklin Township. Two existing curves will be super elevated, one at Dutch Mill Road and another section near Whitehall Road. Additionally the project will restripe adjoining road sections of Tuckahoe Road to provide continuous bicycle lanes from the existing multi-purpose trail crossing of Tuckahoe Road (County Route 555) in Monroe Township near Williamstown High School and Owens Park through the proposed resurfaced Section 5 and continuing to Route US 40 and Section 6 of Tuckahoe Road, County Route 557 in Franklin Township. Accompanying bicycle signing will be constructed to link the multi-purpose trail to the Blackwater Park multi-purpose trail (former rail line) in

Buena Township Atlantic County near the Franklin Township, Gloucester County line near Route US 40. Signing for bicycle points of interest (i.e. Owens Park, Veteran’s Cemetery, Scotland Run Park, existing trails, town centers, etc.) will be constructed as per the plans. The project also includes the installation of a rapid flashing beacon at the CR555 multi-purpose trail crossing. No new drainage will be constructed however the existing drainage structures that have deteriorated walls and have silted in and will be reconstructed in-kind as indicated on the plans. This project is 100% Federally funded. CAF #15-01346 was obtained to certify funds.

**C-3 RESOLUTION TO CONTRACT WITH SOUTH STATE, INC. FOR THE SUPPLY, DELIVERY AND OVERLAY OF HOT MIX ASPHALT MATERIALS AS NEEDED FROM APRIL 4, 2015 TO APRIL 3, 2016 IN AN AMOUNT NOT TO EXCEED \$1,000,000.00**

This Resolution authorizes the award of a contract to South State Inc. (202 Reeves Road, Bridgeton, NJ 08302) for the supply, delivery and overlay of Hot Mix Asphalt Materials (HMA) on County roadways due to their deteriorating conditions. The Director of Public Works, or his designee, will direct the contractor, South State Inc., to deliver and overlay bituminous concrete on roadways that have been identified by Public Works personnel which are in need of a maintenance overlay. The overlays will correct wheel ruts and other pavement distortions. This contract will be for one (1) year from April 4, 2015 to April 3, 2016, with the option for the County to extend the contract for one (1) two year extension, or (2) one year extensions, for an amount not to exceed \$1,000,000.00, per term, in accordance with PD #015-008.

**C-4 RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE INC. FOR MILLING AND PROFILING SERVICES FOR ONE YEAR THROUGH MARCH 12, 2016 IN AN AMOUNT NOT TO EXCEED \$500,000.00.**

This Resolution authorizes the extension of the contract that was originally entered into on March 13, 2013 with South State Inc. for milling and profiling of bituminous material and services, as per PD# 013-006. The contract allowed for one (1) two year or two (2) one year extensions. The County is exercising this final option to extend the contract for one year through March 12, 2016 in an amount not to exceed \$500,000.00 for this term. The Director of Public Works or his designee will direct South State Inc. to furnishing milling and profiling services on County roadways in order to prepare roads for maintenance overlay, which will correct wheel ruts and other pavement distortion. Milling at an established depth is necessary prior to paving a roadway in order to maintain existing grades and slopes.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**E-1 RESOLUTION TO CONTRACT WITH BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., TO PROVIDE ENGINEERING/SURVEYING SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS FROM MARCH 4, 2015 TO MARCH 3, 2016 IN AN AMOUNT NOT TO EXCEED \$150,000.00 FOR EACH CONTRACT.**

The Office of Land Preservation in cooperation with the Purchasing Department initiated Requests for Proposals (RFP# 015-008) for the required surveying/engineering work needed for the land preservation projects the County will be working on over the next twelve months. Based on the workload expected over the next year, which is expected to be approximately 20+/- specific projects for the Office of Land Preservation, it was determined that 2 vendors are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. The selected vendors have been determined to be best suited for this task on the basis of consistent evaluation factors that were applied to all respondents, and were based on a combination of qualifications of staff, extent of similar engagements performed, relevance of workplan and personnel availability, and anticipated costs.

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**F-1 RESOLUTION TO CONTRACT WITH AP PLUMBING & HEATING SUPPLY, LLC FOR PLUMBING SUPPLIES FROM MARCH 4, 2015 TO MARCH 3, 2017 IN AN AMOUNT NOT TO EXCEED \$80,000.00 PER YEAR.**

This Resolution awards a Contract to AP Plumbing & Heating Supply, LLC, with offices at 360 Buck Street, Paulsboro, NJ 08066 for the supply and delivery of plumbing parts and supplies to the County and existing units with the County from March 4, 2015 to March 3, 2017 in an amount not to exceed \$80,000.00 per year, with the County having the option to extend the Contract for one (1) two (2) year period or two (2) one (1) year periods as per PD# 015-005.

**F-2 RESOLUTION EXTENDING THE CONTRACT WITH SIMPLEX GRINNELL, LP FOR REPAIR AND MAINTENANCE OF SECURITY AND FIRE ALARMS FROM MARCH 21, 2015 TO MARCH 20, 2016 IN AN AMOUNT NOT TO EXCEED \$50,000.00.**

This Resolution authorizes a one year extension of a contract with Simplex Grinnell, LP, 283 Gibraltar Road, Horsham, PA 19044 for the maintenance and repair of the security and fire alarms in County buildings from March 21, 2015 to March 20, 2016 in an amount not to exceed \$50,000.00. Extension exercised pursuant to bid specifications PD# 012-006.

**F-3 RESOLUTION TO CONTRACT WITH TO WILLIAM R. CAREY & COMPANY, INC., FOR BROKER SERVICES FROM MARCH 1, 2015 TO FEBRUARY 29, 2016 FOR \$155,000.00.**

This Resolution awards a contract to William R. Carey & Company, Inc., as per RFP# 015-011 for specialized broker services in the placement of aggregate excess loss medical coverage for inmates at the Department of Correctional Services from March 1, 2015 to February 29, 2016 for \$155,000.00.

**F-4 RESOLUTION AUTHORIZING THE PURCHASE OF A LIVE SCAN SYSTEM AND DUPLEX FINGERPRINT CARD PRINTER FROM MORPHOTRAK, INC., THROUGH STATE CONTRACT #A81520 FOR \$39,103.55.**

This Resolution authorizes the purchase of Live Scan System and Duplex Fingerprint Card Printer needed by the County Sheriff's Department to perform its fingerprinting procedures. The purchase will be made from MorphoTrak, Inc., 1250 N. Tustin Ave., Anaheim, CA 92807, through State Contract #A81520, for \$39,103.55.

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**G-1 RESOLUTION AUTHORIZING EXECUTION OF A CERTIFICATION OF DEBARMENT FOR THE PURPOSE OF RECEIVING FEDERAL FUNDING FOR THE ADMINISTRATION AND CASE MANAGEMENT OF VARIOUS WORK FIRST NEW JERSEY PROGRAMS.**

This Resolution authorizes the execution by the Freeholder Director of a certification of debarment so that the County may receive federal funding for the administration and case management of various Work First New Jersey programs, which are administered by the Division of Social Services. The State Department of Human Services, Division of Family Development, which allocates the funds, has informed the Division of Social Services that, as part of the funding allocation process, the County is required by federal regulations to sign a certification of debarment, formally entitled "Certification regarding Department, Suspension, and Eligibility and Voluntary Exclusion - Lower Tier Covered Transactions," stating that neither the County nor its principals are prohibited by the federal government from participating in the transaction.

**G-2 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY JUDICIARY, CUMBERLAND/GLOUCESTER/SALEM VICINAGE AND THE COUNTY OF GLOUCESTER, FROM FEBRUARY 1, 2015 TO DECEMBER 31, 2015, IN AN AMOUNT NOT TO EXCEED \$5,400.00.**

The County of Gloucester, through the Youth Services Advisory Commission, is the recipient of grant funding in the amount of \$120,000.00 to provide activities related to exposure to cultural events and programs in an effort to educate and provide meaningful activities and events for juveniles in need of supervision to attend. One component of the services is enrichment trips to cultural and educational destinations. Youths in the program must be accompanied by probation officers on any trips and to any destinations. The Vicinage agrees to provide probation officers to accompany youth on enrichment trips in accordance with their regular salary and possibly overtime compensation.

Old Business

New Business

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

Adjournment

**MINUTES**

7:00 p.m. Wednesday, February 18, 2015

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy	X	
DiMarco	X	
Simmons	X	
Damminger	X	

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

Introduction, by the Clerk of the Board, of newly appointed Freeholder James B. Jefferson, escorted by his wife Anne and his children Isaiah, Eva, and Victoria, his mother Nancy Jefferson and grandfather Charles Harker.

Introduction of the Honorable Joseph Roberts, Assembly Speaker, for the swearing-in ceremony of Freeholder Appointee Jefferson.

Swearing-in of Freeholder Appointee Jefferson

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy	X	
DiMarco	X	
Simmons	X	
Jefferson	X	
Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from February 4, 2015

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

Comments: N/A

**49016 INTRODUCTION**

**AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED LOAN REVENUE REFUNDING BONDS (COUNTY CAPITAL PROGRAM), SERIES 2015, TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$80,000,000 FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.**

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

Comments: N/A

**PUBLIC HEARING**

**ADOPTION OF THE PRELIMINARY MITIGATION PLAN FOR FOUR NEW JERSEY COUNTIES, GLOUCESTER COUNTY MUNICIPAL APPENDICES.**

The preliminary Mitigation Plan for Four New Jersey Counties Gloucester County Municipal Appendices is on file in the Gloucester County Emergency Response Center, 1200 North Delsea Drive, Clayton, New Jersey 08312 and are available for inspection, during the hours of 8:30 a.m. to 4:30 p.m. Monday through Friday or electronically at <http://nj4hmp.com>. Any interested party may comment therein prior to adoption of plan.

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
FREEHOLDER CHILA

**49017 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING AND CONSENTING TO THE ISSUANCE OF: (I) COUNTY GUARANTEED LEASE REVENUE BONDS (ROWAN UNIVERSITY BUSINESS AND ENGINEERING SCHOOL PROJECTS), SERIES 2015; (II) REVENUE BONDS (ROWAN UNIVERSITY GENERAL CAPITAL IMPROVEMENT PROJECTS), SERIES 2015; AND (III) REVENUE REFUNDING BONDS (ROWAN UNIVERSITY PROJECTS), SERIES 2015, IN ONE OR MORE SERIES, BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO PROVIDE FINANCING TO ROWAN UNIVERSITY FOR THE DEVELOPMENT, ACQUISITION, CONSTRUCTION AND INSTALLATION OF FACILITIES AND IMPROVEMENTS AND TO REFINANCE CERTAIN OBLIGATIONS PREVIOUSLY ISSUED ON BEHALF OF ROWAN UNIVERSITY.**

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

Comments: N/A

**49018 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY 2015.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		15-00108 15-00158
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson					X
Damminger			X		

Comments: N/A

**49019 RESOLUTION EXTENDING THE CONTRACT WITH GENERAL CODE, LLC FROM JANUARY 1, 2015 TO DECEMBER 31, 2015.**

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

Comments: N/A

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**49020 RESOLUTION AUTHORIZING THE PURCHASE OF WORK STATIONS FROM AFFORDABLE INTERIOR SYSTEMS, THROUGH STATE CONTRACT #A81705, FOR \$44,491.80.**

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**49021 RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT INCREASING THE CONTRACT BY \$26,000.00.**

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

Comments: N/A

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**49022 RESOLUTION AWARDDING A CONTRACT TO THE YMCA OF GLOUCESTER COUNTY TO DEVELOP AND IMPLEMENT YOUTH SUMMER SPORTS PROGRAMS FROM FEBRUARY 18, 2015 TO FEBRUARY 17, 2016.**

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

Comments: N/A

**49023 RESOLUTION AWARDDING A CONTRACT TO TOTAL TURF EXPERIENCE, LLC TO DEVELOP AND IMPLEMENT YOUTH SUMMER SPORTS PROGRAMS FROM FEBRUARY 18, 2015 TO FEBRUARY 17, 2016.**

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

Comments: N/A

**49024 RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF MONROE ON APPROXIMATELY 74.41 ACRES OF FARM PROPERTY OWNED BY EDWARD F. KUHN, JR., AND THERESA M. KUHN FOR \$1,023,137.50.**

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

Comments: N/A

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**49025 RESOLUTION AWARDDING A CONTRACT TO ALLIED FIRE & SAFETY EQUIPMENT COMPANY, INC., FOR ANNUAL INSPECTIONS AND MAINTENANCE OF WATER/SPRINKLER SYSTEMS IN VARIOUS COUNTY BUILDINGS FROM FEBRUARY 18, 2015 TO FEBRUARY 17, 2017 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR.**

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

Comments: N/A

**49026 RESOLUTION AUTHORIZING A CONTRACT WITH TRI-M GROUP, LLC FOR ON-CALL MAINTENANCE, SERVICE AND REPAIRS FOR ANDOVER HVAC CONTROL SYSTEMS IN VARIOUS COUNTY BUILDINGS FROM FEBRUARY 18, 2015 TO FEBRUARY 17, 2016 IN AN AMOUNT NOT TO EXCEED \$75,000.00.**

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

Comments: N/A

**49027 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND MAINTENANCE FROM SOFTWARE HOUSE INTERNATIONAL, CORP., THROUGH STATE CONTRACT #A77560 FOR \$54,500.00, FROM JANUARY 1, 2015 TO DECEMBER 31, 2015**

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

Comments: N/A

**49028 RESOLUTION AUTHORIZING AN AMENDMENT TO STATE CONTRACT #A81296 WITH EAGLE POINT GUN/TJ MORRIS & SON TO INCREASE THE DOLLAR AMOUNT BY \$7,000.00 FOR A NEW TOTAL AMOUNT NOT TO EXCEED \$157,000.00, FOR THE PURCHASE AND DELIVERY OF AMMUNITION FOR THE PROSECUTOR'S OFFICE, SHERIFF'S DEPARTMENT AND THE DEPARTMENT OF CORRECTIONAL SERVICES.**

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

Comments: N/A

**49029 RESOLUTION AUTHORIZING PURCHASE AND DELIVERY OF AMMUNITION FROM EAGLE POINT GUN/TJ MORRIS & SON FOR THE PROSECUTOR'S OFFICE, SHERIFF'S DEPARTMENT AND THE DEPARTMENT OF CORRECTIONAL SERVICES THROUGH STATE CONTRACT #A81296 IN AN AMOUNT NOT TO EXCEED \$200,000.00 FROM MARCH 1, 2015 TO FEBRUARY 29, 2016.**

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

Comments: N/A

**49030 RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING WITH ATLANTIC COUNTY FOR UTILIZATION OF A PISTOL RANGE FACILITY IN THE AMOUNT OF \$10.00 PER HOUR.**

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

Comments: N/A

**49031 RESOLUTION ACCEPTING DONATION OF GIFTS FOR USE BY THE ANIMAL SHELTER IN BUILDING AND RUNNING THE SPAY/NEUTER CLINIC AND APPROVING COMMEMORATIVE RECOGNITION.**

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

Comments: N/A

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**49032 RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE AND POSTAGE SUPPLIES FOR THE DIVISION OF SOCIAL SERVICES THROUGH STATE CONTRACT #A75237 FROM PITNEY BOWES IN AN AMOUNT NOT TO EXCEED \$125,000.00 FROM JANUARY 1, 2015 TO DECEMBER 31, 2015.**

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

Comments: N/A

**49033 RESOLUTION AUTHORIZING SENIOR SERVICES CONTRACTS FROM JANUARY 1, 2015 TO DECEMBER 31, 2015.**

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

Comments: N/A

**49034 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH SALEM COUNTY FOR THE SERVICES OF THE GLOUCESTER COUNTY MENTAL HEALTH ADMINISTRATOR FOR A TEN-YEAR PERIOD FROM JANUARY 1, 2015 THROUGH DECEMBER 31, 2024.**

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

Comments: N/A

**49035 RESOLUTION AUTHORIZING THE COUNTY TO TRANSFER THREE (3) RETIRED BUSES TO SOUTH JERSEY TRANSPORTATION AUTHORITY.**

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment 7:31 PM

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

Comments: N/A

P/

**PROCLAIMING MARCH, 2015  
DEVELOPMENTAL DISABILITIES AWARENESS MONTH  
GLOUCESTER COUNTY, NJ**

**WHEREAS**, all Americans are entitled to have access to community services, individualized supports and other forms of assistance that promote self-determination, independence, productivity and inclusion; and

**WHEREAS**, it is estimated that 4.8 million people in the U.S. are living with intellectual or developmental disabilities and approximately 200,000 of these individuals live in the state of New Jersey; and

**WHEREAS**, the observance of **Developmental Disabilities Awareness Month** has been recognized nationally since 1987, when then-President Ronald Reagan called for the American people to build understanding and encouragement, and to provide new opportunities for individuals in the U.S. living with intellectual or developmental disabilities; and

**WHEREAS**, The Gloucester County Board of Chosen Freeholders would like to recognize **March, 2015 as Developmental Disabilities Awareness Month** in Gloucester County; and

**WHEREAS**, individuals with developmental disabilities are capable and creative and every person, regardless of ability, has valuable strengths, infinite capacity to learn and the potential to make important contributions within their communities; and

**WHEREAS**, public awareness and education enhance a community's understanding of the issues affecting people with developmental disabilities; and

**WHEREAS**, the Board of Chosen Freeholders recognizes and appreciates the organizations such as **The ARC** in their focus on community inclusion for individuals with intellectual and other developmental disabilities. It is through their day habilitation and work programs, including community employment and workshops that individuals with disabilities can live happy and productive lives; and

**WHEREAS**, we honor **The Arc Gloucester**, celebrating 58 years of service, and all agencies and individuals whose mission is to offer a lifetime of services and supports to enable people with developmental disabilities to work, live and learn as equal citizens in their community;

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons **recognize March 2015 as Developmental Disabilities Awareness Month in Gloucester County** and encourage the citizens of Gloucester County to give their full support to the efforts empowering people with developmental disabilities to live full and productive lives of inclusion in our communities.

**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 4<sup>th</sup> day of March, 2015.

\_\_\_\_\_  
**Robert M. Damminger**  
Freeholder Director

\_\_\_\_\_  
**Giuseppe (Joe) Chila**  
Freeholder Deputy Director

\_\_\_\_\_  
**Lyman Barnes**  
Freeholder

\_\_\_\_\_  
**Daniel Christy**  
Freeholder

\_\_\_\_\_  
**Frank J. DiMarco**  
Freeholder

\_\_\_\_\_  
**James B. Jefferson**  
Freeholder

\_\_\_\_\_  
**Heather Simmons**  
Freeholder

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

**RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION  
LIMITS AND TO ESTABLISH A CAP BANK N.J.S.A. 40A: 4-45.14**

**WHEREAS**, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a County shall limit any increase in said budget to 1.5% unless authorized by resolution to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a County may, when authorized by resolution, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriation in either of the next two succeeding years; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester finds it advisable and necessary to increase its CY 2015 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester hereby determines that a 3.5% increase in the budget for said year, amounting to \$1,927,593.38 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriations in either of the next two succeeding years.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2015 budget year, the final appropriations of the County of Gloucester shall, in accordance with this resolution and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$3,373,288.41, and that the CY 2015 County budget for the County of Gloucester be approved and adopted in accordance with this resolution; and

**BE IT FURTHER RESOLVED**, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution as introduced be filed with the Director of the Division of Local Government Services within five (5) days of introduction, on February 4, 2015; and

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution upon adoption, with the recorded vote included thereon, shall be filed with said Director within five (5) days after such public hearing and adoption, scheduled for March 4, 2015.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 4, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A-1

**RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS**

**WHEREAS**, an emergent condition has arisen with respect to certain programs; and

**WHEREAS**, there is a need to include additional monies in the 2015 Gloucester County temporary budget; and

**WHEREAS**, because no adequate provision has been made in the 2015 temporary appropriations for the aforesaid purpose, and N.J.S. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

**WHEREAS**, the total emergency temporary resolutions adopted in the year 2015, pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S. 40A:4-20) including this resolution total \$8,696,213.00.

**NOW, THEREFORE, BE IT RESOLVED** (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the provisions of N.J.S. 40A:4-20, the following is hereby authorized and approved:

1. An emergency temporary appropriation shall be:

Public Works:

Roads & Bridges - OE \$200,000.00

2. That said emergency temporary appropriations have been provided for in the 2015 budget under the same titles.

3. That one certified copy of this resolution shall be filed with the Director of Local Government Services.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, March 4, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A.2

**RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A PAYPAL BUSINESS ACCOUNT FOR THE PURPOSE OF ACCEPTING PUBLIC DONATIONS**

**WHEREAS**, the County of Gloucester wishes to establish a PayPal Business Account for the purpose of accepting public donations for use by various County departments; and

**WHEREAS**, a PayPal Business Account can be set up on line; and

**WHEREAS**, the public may make monetary donations through the PayPal Business Account to various County Departments; and

**WHEREAS**, the PayPal Business Account can be established at no cost to the County; and

**WHEREAS**, N.J.S.A. 40A:5-29 authorizes and empowers local units, such as counties, to accept bequests, legacies, and gifts; and, further empowers such local and county units to utilize such bequests, legacies and gifts in accordance with any terms and conditions set forth therein.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County hereby is authorized to establish a PayPal Business Account for the purpose of accepting public donations in accordance with N.J.S.A. 40A:5-29 for use by various County Departments.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, March 4, 2015, Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**RESOLUTION TO CONTRACT WITH VERIZON BUSINESS NETWORK SERVICES,  
INC. TO PROVIDE SPECIFIC VOICE SERVICES FROM MARCH 27, 2015 TO  
MARCH 26, 2017 IN AN AMOUNT NOT TO EXCEED \$140,000.00**

A3

**WHEREAS**, the New Jersey Board of Public Utilities is the state agency with authority to oversee the regulated industries, including telecommunications services, and the subject of these contracts are within the jurisdiction of the New Jersey Board of Public Utilities and accordingly may be awarded without public advertising for bids or bidding pursuant to N.J.S.A. 40A:11-5(f); and

**WHEREAS**, this contract shall be entered into with Verizon Business Network Services, Inc. with offices at 500 Technology Drive, Weldon Spring, MO 63304 and are open ended, which does not obligate the County of Gloucester to make any purchase and therefore, no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, the contract is for the provision of DSI service over 14 P2P T1's carrying both voice and radio traffic between County building and Emergency Response Radio sites and maintenance to the D-marc 63304 shall not exceed \$140,000.00 for the contract term from March 27, 2015 to March 26, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and hereby is authorized to attest to the contract with Verizon Business Network Services, Inc., with a term from March 27, 2015 to March 26, 2017 in an amount not to exceed \$140,000.00; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 4, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Routing Code: 5V



A-3

APPLICATION FOR SERVICE

Customer Name:	Gloucester County Offices	Main Billing Tel. No:	856 M55-1030 603 856 M55-0919 002
Address:	2 S. Broad Street Woodbury, NJ 08096	VSA No. (if applicable)	
		Amendment No. (if applicable)	

Customer applies for and agrees to purchase from Verizon New Jersey Inc. ("Verizon") the services identified below and as further described in Verizon's applicable tariffs (the "Services"), for a minimum period of Twenty Four (24) consecutive months following execution of this Application and commencement of Services hereunder (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service Period (the "Tariffs"), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

Quantity	Service Provided pursuant to (check one):	Monthly Unit Rate		Non-recurring Charges / Unit
		State Tariff	FCC Tariff	
5	DS1 - no interoffice mileage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$395.74 / \$0.00
1	DS1 - 5 miles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$568.60 / \$0.00
3	DS1 - 7 miles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$606.53 / \$0.00
1	DS1 - 7 miles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$617.92 / \$0.00
1	DS1 - 8 miles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$642.58 / \$0.00
1	DS1 - 10 miles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$680.51 / \$0.00
1	DS1 - 14 miles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$856.72 / \$0.00

Note: Any mileage quantities listed in the table above shall be deemed initial estimates, and billing will be based on actual mileage.

The Services will be provided at the following Customer locations:

204 E HOLLY AV, WASHNTN TWP  
1200 N. DELSEA DR, CLAYTON

1 N BROAD, WDBY  
2 S BROAD, WDBY

115 BUDD BLVD, W DPTFRD T  
1 N BROAD, WDBY

1 N BROAD, WDBY  
70 HUNTER, WDBY

550 GROVE RD, W DTFRD T  
1 N BROAD, WDBY

254 COUNTY HOUSE RD, E GRENWH T  
109 BUDD BLVD, W DPTFRD T

1200 N. DELSEA DR, CLAYTON  
EGG HARBOR RD AND ROUTE 47 WASHINGTON  
TOWNSHIP, NJ

COOKING LA, MONRO TWP  
1200 N. DELSEA DR, CLAYTON

SHADY LN RD, E GRENWH  
2073 HIGH HILL RD, LOGAN TWP

1200 N. DELSEA DR, CLAYTON  
NELSON AV, FRKLN TWP: AHN 1433

600 US HWY NO 130, 2 DPTFRD T  
SHADY LN RD, CLARKBORO

1 N BROAD, WDBY; BLDG COURTHOUSE  
1200 N. DELSEA DR, CLAYTON

VESTRY RD, WOODSTOWN; BLDG TV TWR  
SHADY LN RD, CLARKBORO: CLARKSBORO TWR

The provision of any additional locations and/or quantities of Services will be subject to Verizon's applicable Tariffs. Additional charges may also be required if suitable facilities are not available to provide the Service at any locations. Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersedure or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. In order to better serve Customer and offer additional products and services, Verizon, Verizon Wireless and their affiliates ("Verizon Companies") may need to use and share Customer's CPNI and Confidential Information. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from the Verizon Companies, as well as related local and toll billing information, made available to the Verizon Companies solely by virtue of Customer's relationship with the Verizon Companies. With Customer consent, the Verizon Companies

may share Customer CPNI and other Confidential Information among the Verizon Companies and with agents, contractors and partners, so that all may use this information to offer Customer the full range of products and services offered by them (see [www.verizon.com](http://www.verizon.com) and [www.verizonwireless.com](http://www.verizonwireless.com) for a description of Verizon Companies and services). By signing this Agreement, Customer consents to the Verizon Companies using and disclosing Customer CPNI and Confidential Information as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at [cpni-notices@verizonwireless.com](mailto:cpni-notices@verizonwireless.com) and [cpni-notices@verizon.com](mailto:cpni-notices@verizon.com) of Customer's decision to withhold Customer's consent. This is the only method of withdrawing consent for the Verizon Companies' use and sharing of Customer's CPNI, as defined above. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon in writing, and in either case, will not affect Verizon's provision of service to Customer.

This Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Customer represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

In the event any of the Services are hereafter detariffed, the terms of the Tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference in this Application and shall create a binding agreement with Customer for the Services. This agreement shall apply to the provision of the Services to the same extent as such Tariffs applied hereunder prior to such detariffing and shall remain in effect until the Services are terminated or until replaced by another agreement.

Agreed and accepted:

GLOUCESTER COUNTY OFFICES Customer		Verizon Business Network Services Inc. on behalf of Verizon New Jersey Inc.	
By		By	
Name/tit	<b>Robert M. Damming, Freeholder Director</b>	Name/title	Anthony Recine, Vice President
Date		Date	



Solutions Engineering

Quotation for...

GLOUCESTER COUNTY OFFICES

Senior Global Account Manager: David Wheeler  
 Telephone No.: 678-259-1540  
 Email Address: david.wheeler1@verizon.com  
 Date: 07/28/15  
 SalesForce ID: O-1186627

.HCGS.414946..NJ

VERIZON BUSINESS TELEPHONY SERVICES		Monthly Charges	
Element Description	Qty	Two Year	Two Year
Channel Term -Loc A	1	\$ 197.87	\$ 197.87
Channel Term -Loc Z	1	\$ 197.87	\$ 197.87
<b>Total</b>			<b>\$ 395.74</b>
<b>Total Costs</b>		<b>MRC</b>	<b>MRC</b>
<b>Two Year</b>		<b>\$ 2.00</b>	<b>\$ 395.74</b>

A-4

**RESOLUTION TO CONTRACT WITH COMMUNITY CHAMPIONS CORPORATION  
FOR A COUNTY-WIDE REGISTRATION PROGRAM FOR ABANDONED  
PROPERTIES FROM MARCH 4, 2015 TO MARCH 3, 2016**

**WHEREAS**, the County of Gloucester has determined that there is a need for a County-wide Registration Program for abandoned properties subject to mortgages that are in default; and

**WHEREAS**, the County requested proposals, from interested providers via RFP #015-010 and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that the Community Champions Corporation, with offices at 6767 N. Wickham Road, Melbourne, FL 32940 made the most advantageous proposal; and

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

**WHEREAS**, Community Champions will remit 50% of the registration fee to the County with Community Champions retaining no less than \$100.00 and no more than \$150.00; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the contract with Community Champions Corporation, for a county-wide registration program for abandoned properties subject to mortgages that are in default from March 4, 2015 to March 3, 2016; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 4, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

AM

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
COMMUNITY CHAMPIONS CORPORATION**

**THIS CONTRACT** is made effective this 4<sup>th</sup> day of March 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **COMMUNITY CHAMPIONS CORPORATION**, with offices at 6767 n. Wickham Road, Melbourne, FL 32940, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need for a County-wide registration program for abandoned properties subject to mortgages that are in default from March 4, 2015 to March 3, 2016; and

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

**WHEREAS**, 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 Vendor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be for the period beginning March 4, 2015 and concluding March 3, 2016.
2. **COMPENSATION**. The Vendor will remit 50% of the registration fee to the County with the Vendor retaining no less than \$100.00 and no more than \$150.00.
3. **DUTIES OF VENDOR**. The specific duties of the Vendor shall be as set forth in the County's RFP #015-010, and Vendor's responsive proposal, dated February 9, 2015, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #015-010, this contract shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP# 015-010, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent 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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

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

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

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #015-010 issued by the County of Gloucester and Vendor's responsive proposal dated February 9, 2015. Should there occur a conflict between this form of contract and the County's RFP #015-010, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #015-010 issued by the County of Gloucester and the Vendor's Proposal dated February 9, 2015, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 4<sup>th</sup> day of March, 2015.

**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:**

**COMMUNITY CHAMPIONS CORPORATION**

\_\_\_\_\_

\_\_\_\_\_  
**SCOTT BLASIE, COMMUNITY RELATIONS  
DIRECTOR**



**Section A-B--Letter of Submittal**

February 9, 2015

Community Champions Corporation (CCC)  
David Mulberry, Managing Director  
6767 N. Wickham Rd.  
Suite 500  
Melbourne, FL 32940  
(321) 421-6639 dmulberry@cchampions.com

Mr. Pete Mercanti, Director  
Purchasing Department  
County of Gloucester  
Two S. Broad St.  
Woodbury, NJ 08096

**RE: RFP NUMBER 015-010 County-Wide Registration Program for Abandoned Properties Subject to Mortgages That Are In Default**

To Whom It May Concern:

Community Champions Corporation (CCC), would like to announce its interest to manage the project as described in **PROPOSAL NUMBER: 015-010 A County-Wide Registration Program For Abandoned Properties Subject to Mortgages That Are In Default**

CCC can meet or exceed all Technical Requirements including but not limited to those specified in **PROPOSAL NUMBER: 015-010**

**Important information about Community Champions Corporation:**

(a) Company Ownership. CCC is a Chapter S incorporated in the state of Florida. CCC was incorporated April 29, 2009. CCC's Federal Employer's Identification Number (FEIN) is 26-4760904.

6767 N. Wickham Rd. Suite 500  
Melbourne, FL 32940

*Community*  
CHAMPIONS 

(b) The Corporate office is at 6767 N. Wickham Rd. Suite 500, Melbourne, FL. 32940.

(c) The office address that will service the City's account is 6767 N. Wickham Rd. Suite 500, Melbourne FL 32940.

(d) CCC employs 43 full-time employees and contracts 9 additional sub-contractors. We have been doing business for over 5 years.

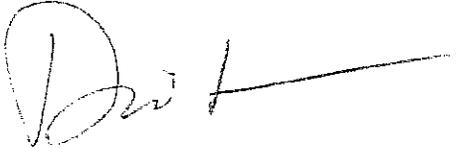
(e) The location from which the employees will be assigned to manage the City's account is 6767 N. Wickham Rd. Suite 500, Melbourne, FL 32940.

(f) Scott Blasie, Community Relations Director, will be the County's point of contact. 6767 N. Wickham Rd. Suite 500, Melbourne FL. (321) 421-6639 (office), or (561) 236-1700 (cellular) .SBlasie@cchampions.com

(g) CCC's Bank of Record is Florida Community Bank located at 2105 N. Courtenay Pkwy, Merritt Island, FL 32953. (321) 453-8500. Catherine L. Kline is the Branch Manager.

CCC is willing and able to execute a standard agreement with the County of Gloucester, New Jersey, and will comply with all terms and conditions set forth in **Proposal Number 015-010**

Sincerely,



David Mulberry  
Managing Director

6767 N. Wickham Rd. Suite 500  
Melbourne, FL 32940



**Cost Proposal**

Community Champions will remit fifty percent of the registration fee to the County, with no less than \$100.00 retained by the proposer (CCC), and no more than \$150.00 retained by the proposer (CCC) .

6767 N. Wickham Rd. Suite 500  
Melbourne, FL 32940

**BASIS OF AWARD**

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

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

**RFP-15-010 County-Wide Registration Program for Abandoned Properties.  
 Community Champions Corporation**

<b>EVALUATION FACTORS</b>		<b>SCORE</b>
<p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>		
A.	<p><b><u>Proposal contains all required checklist information</u></b>                      _____ 5 _____ points                      All required documentation submitted.</p>	5
B.	<p><b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>                      _____ 25 _____ points                      Company has 5 years of experience in this field. Management Team has 6 members with experience.</p>	21
C.	<p><b><u>Relevance and Extent of Similar Engagements performed</u></b>                      _____ 25 _____ points                      Vendor submitted a vast list of Towns where similar engagements were performed in Pennsylvania and Florida</p>	20
D.	<p><b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b>                      _____ 25 _____ points                      Plan seems to cover all aspects related to the specifications detailed in the RFP.</p>	22
E.	<p><b><u>Reasonableness of Cost Proposal</u></b>                      _____ 20 _____ points                      There is no cost to the County. Vendor will remit 50% of the registration fee to the County.</p>	20
		88

B-1

**RESOLUTION TO CONTRACT WITH CAMPBELL SCIENTIFIC, INC., FOR THE PURCHASE OF EQUIPMENT FOR A REGIONAL WEATHER STATION PROJECT, FOR \$75,301.61**

**WHEREAS**, the County, after due notice and advertisement, received sealed bids for the purchase of equipment needed for a regional weather station project; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Campbell Scientific, Inc., with offices at 815 West 1800 North, Logan, Utah 84321 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$75,301.61, as more specifically described in the bid specifications PD-015-004; and

**WHEREAS**, bids were publicly received and opened on February 3, 2015; and

**WHEREAS**, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the amount of \$75,301.61, pursuant to C.A.F. # 15-01415 which amount shall be charged against budget line item G-02-14-198-000-20370.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Campbell Scientific, Inc., for the purchase of equipment needed for a regional weather station project, for a total contract amount of \$75,301.61.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 4, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B-1

**CONTRACT BETWEEN  
CAMPBELL SCIENTIFIC, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 4<sup>th</sup> day of **March, 2015**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **CAMPBELL SCIENTIFIC, INC.**, of 815 West 1800 North, Logan, Utah 84321, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, the County, after due notice and advertisement, received sealed bids for equipment needed for a regional weather station project; 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-015-004 or within a reasonable period of time.

2. **COMPENSATION**. Vendor shall be compensated in a total contract amount of \$75,301.61, as per PD-015-004.

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-015-004, 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 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-015-004, 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 4<sup>th</sup> day of March, 2015.

**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:**

**CAMPBELL SCIENTIFIC, INC.**

\_\_\_\_\_

\_\_\_\_\_  
**By:**  
**Title:**

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

Certificate of Availability of Funds

TREASURER'S NO. 15-01415 DATE 2-19-15

BUDGET NUMBER - CURRENT YR 6-02-14-198-000-20370 B          DEPARTMENT Emergency Resp.

AMOUNT OF CERTIFICATION 75,301.61 COUNTY COUNSEL Thomas Campo

DESCRIPTION: To purchase equipment needed for the weather station

VENDOR: Campbell Scientific Inc

ADDRESS: 915 W. 1800 North  
Logan, UT 84321

JL Bute  
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 2-23-15

March 4, 2015  
Freeholder  
Meeting

PD 015-004 Bid Opening 2/3/2016 10:00am			
SPECIFICATIONS AND PROPOSAL FORM FOR EQUIPMENT NEEDED FOR A REGIONAL WEATHER STATION PROJECT			
VENDOR: Campbell Scientific Inc. 815 W. 1800 North Logan, Utah 84321 Jeremy Dustin - Sales Administrator 435 227-9090 435 227-9091 Fax orders@campbellsci.com		VENDOR: Turf Equipment and Supply Company 8016 Dorsey Run Road Jessup, MD 20794 Nate Keeler - Irrigation Project Manager 800 827-3711 ext. 4504 215 766-2886 Fax natekeeler@turf-equipment.com	
<b>ITEM</b>	<b>DESCRIPTION</b>		
1	Measurement & Control Datalogger CR1000-ST-SW-NC	\$13,455.00	\$19,016.40
2	Rotronic HygroClip2 HC2S3-L12-PT	\$4,341.24	\$8,135.60
3	HC2S3 Replacement Teflon Filter	\$648.00	\$915.84
4	Vaisala PTB110 Barometer CS106	\$5,760.00	\$9,140.80
5	Solar Sensor Mounting Stand CM225	\$252.00	\$356.16
6	12V Charging Regulator CH200-SW	\$2,880.00	\$4,070.40
7	12V Terminal Expansion Adaptor A105-SW	\$675.00	\$954.00
8	20W Solar Panel, 15ft. Cable SP20	\$2,655.00	\$3,752.40
9	Power Supply 24dc 1.67A 28796-US	\$270.00	\$381.60
10	AirLink CDMA Cellular Digital RAVENXTV	\$3,570.00	\$6,487.20
11	Raven & Redwing Mounting Kit	\$225.00	\$318.00
12	Null Modem Cable 9-Pin	\$37.80	\$53.40
13	Weather Resistant 16x18 Inch Enclosure ENC1618-DC-ER-TM	\$3,825.00	\$5,406.00
14	800 Mhz 1dBd Omni Cellular Antenna	\$700.00	\$989.33
15	Antenna Cable LMR195 w/SMA COAXSMA-L25	\$481.25	\$680.21
16	Sensor Crossarm w/one CM210 CM202	\$666.00	\$941.28
17	Sensor Crossarm w/one CM210 CM203	\$720.00	\$1,017.60
18	Sensor Crossarm w/one CM210 CM204	\$792.00	\$1,119.36
19	1X1 inch Nuraif Crossover Fitting	\$234.00	\$330.72
20	30ft Universal Tower W/Adjustable Mast UT30	\$7,560.00	\$10,684.80
21	B18 Concrete mtg base for UT30	\$2,365.65	\$1,844.40
22	Universal Tower Grounding Kit UTGND	\$540.00	\$763.20
23	Battery Lead Acid 12V 24AHR YUASA	\$720.09	\$1,017.72
24	BP12 & BP 24 Battery Cable	\$24.39	\$34.44
25	BP 24 Mounting Bracket	\$206.91	\$292.44

26	Velcro Strap 1x225	\$16.56	\$23.40
27	Grommet for #6 or 8 screw	\$8.10	\$11.52
28	Screw #6-32 X .375 Pan Phillips	\$6.48	\$9.36
29	Keyboard/Display for CR1000 or CR800	\$280.00	\$395.73
30	Wind Monitor	\$9,957.00	\$14,072.53
31	3 Pair Shielded Cable 22AWG (per ft.)	NA	Included with wind monitor
32	SP-110 Precision	\$2,904.12	\$4,104.48
33	AL-100 Leveling Plate	\$450.00	\$636.00
34	TR-625-HT Rein Guage, 6" Heated	\$5,400.15	\$9,250.27
35	Cable Belden 2 Cndct. 24G	NA	Included with rain guage
	Lump Sum	\$72,626.74	\$104,206.60
		Freight \$2674.87	
		TOTAL \$75,301.61	TOTAL WITH EXTRA EQUIPMENT \$111,026.99
	Delivery Days	30 Days	45 to 50 Days after receipt of order
	Variations: (if any)		Campbell Scientific recommends that extra equipment be purchased in the event immediate replacement is necessary as a 24 hour replacement cannot be guaranteed. All equipment that needs to be repaired can be done with a turnaround time of about 14 business days from time of shipment to manufacturer to receipt of repaired equipment
	Bid specifications sent to:	National Weather Station LLC Prime Vendor Vaisala	Sutron Corp. Coastal Environmental Sys Construction Journal
	Based upon the bids received, I recommend Campbell Scientific Inc. be awarded the contract,		
			Sincerely,
			Robert J. McErlane
			Purchasing

B-2

**RESOLUTION TO CONTRACT WITH PAULSBORO PRINTERS, LLC FOR SERVICES IN CREATING AND PRINTING VOTING AUTHORITY TICKETS TO THE SUPERINTENDENT OF ELECTIONS, FROM MARCH 13, 2015 TO MARCH 12, 2017, IN AN AMOUNT NOT TO EXCEED \$50,000.00**

**WHEREAS**, the County has a need for voting machine services for the Gloucester County Superintendent of Elections, said services to include, but not be limited to, the printing of all Voter Authority Tickets; and

**WHEREAS**, the County recommends that said services be provided by Paulsboro Printers, LLC, with offices at 22 W. Washington Avenue, Paulsboro, New Jersey 08066; and

**WHEREAS**, the contract shall be for estimated units of service based upon the number of registered voters, election districts and the numbers of elections, in an amount not to exceed \$50,000.00 for the term of the contract, from March 13, 2015 to March 12, 2017, pursuant to the quote submitted by Vendor; therefore, the contract is open ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of contract beyond December 31, 2015 is conditioned upon the 2016 Gloucester County Budget and continuation of the contract beyond December 31, 2016 is conditioned upon the 2017 Gloucester County Budget; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any services being rendered pursuant to the within contract, a Certificate of Availability, must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; and

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

**WHEREAS**, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1)(j).

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Paulsboro Printers, LLC for the provision of voting machine services, which will include, but not be limited to, printing of all Voter Authority Tickets for the Gloucester County Superintendent of Elections, from March 13, 2015 to March 12, 2017, in an amount not to exceed \$50,000.00 for the term of the contract; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 4, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**ROBERT M. DAMMINGER, DIRECTOR**

B-2

**CONTRACT BETWEEN  
PAULSBORO PRINTERS, LLC  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 13<sup>th</sup> day of **March, 2015**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Paulsboro Printers, LLC** of 22 W. Washington Street, Paulsboro New Jersey, 08066, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for services pertaining to the voting machine services for the Gloucester County Superintendent of Elections. These services will include, but not be limited to printing all voter authority tickets; and

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

**WHEREAS**, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period from March 13, 2015 to March 12, 2017.
2. **COMPENSATION.** Contract shall be for estimated units of services, in an amount not to exceed \$50,000.00, for the term of the contract.

This Contract is therefore open ended, which does not obligate the County to make any purchase whatsoever. The continuation of the contract beyond December 31, 2015 is conditioned upon the approval of the 2016 Gloucester County budget and continuation of the contract beyond December 31, 2016 is conditioned upon the 2017 Gloucester County budget.

Vendor shall be paid in accordance with this Contract document upon receipt of an

invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be to provide voting machine services for the Gloucester County Superintendent of Elections. These services will include, but not be limited to printing all voter Authority tickets for each election, as more specifically described in Attachment A, attached hereto and made a part hereof.

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

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

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

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

The vendor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented

from time to time and the Americans with Disabilities Act.

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

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

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

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

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

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

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

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

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

22. **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.

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

24. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the Vendor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

**THIS CONTRACT** is dated this **13<sup>th</sup>** day of **March, 2015**.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**PAULSBORO PRINTERS, LLC**

\_\_\_\_\_  
**BY:**

\_\_\_\_\_  
**(Please Print Name)**

**ATTACHMENT A**

# PAULSBORO PRINTERS, LLC

22 EAST WASHINGTON STREET :: PAULSBORO, NJ 08066

856.423.1200 :: 856.423.9797

paulsboroprinters@mac.com

February 11, 2015

To: Andrea Lombardi/Stephanie Salvatore, Gloucester County Board of Elections

From: Barbara Tierno, Paulsboro Printers

Re: 2015/2016 Election Cycle

## QUOTE 2015/2016 ELECTION CYCLES

### Voting Authority Tickets:

Annual School Election: \$2,500.00  
(Schools pay for these)

Annual Primary Election: \$16,000.00  
(Municipalities pay for these)

Special School Elections \$7,500.00  
(Schools pay for these)

General Election: \$15,000.00

---

**Totals:** \$41,000.00

This number is higher than actual cost, but my understanding is that the quote should be higher than the actuals; actual cost will be closer as

	<u>ACTUAL COSTS FROM</u> <u>2013-2014 ELECTION CYCLES:</u>	<u>QUOTE</u>
<u>Voting Authority Tickets:</u>		
Annual School Election: (Schools pay for these)	\$482.00	\$2,000.00
Annual Primary Election: (Municipalities pay for these)	\$11,813.00	\$13,000.00
<b>Special Primary-2013</b>	\$5,840.00	\$6,500.00
Special School Elections (Schools pay for these)	\$2,496.00	\$10,000.00
<b>Special General-2013</b>	\$6,266.00	\$7,000.00
General Election:	\$12,366.00	\$14,000.00
<b>Totals:</b>	<b>\$39,281.00</b>	<b>\$52,500.00</b>

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

**Contracting Agency: County of Gloucester**

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

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

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

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

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

Name of Business Entity: Paulsboro Printers LLC  
Signed: Barbara A. Terno Title: Business Manager  
Print Name: Barbara A. Terno Date: 11-20-14

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

## PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

### **19:44A-20.7. Definitions**

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

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

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

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

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

### **19:44A-20.8. Duty to report contributions**

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

## PARTIAL SCHEDULE OF RELEVANT STATUTES

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

### **19:44A-20.9. Repayment of contribution**

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

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

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



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

Name of Business Entity: Paukboo Printers LLC  
Signed: Barbara A. Term Title: Business manager  
Print Name: Barbara A. Term Date: 11-21-14

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

## PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

**PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)**

c. As used in this section:

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

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

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

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

**RESOLUTION TO CONTRACT WITH ELECTION SUPPORT AND SERVICES, INC.,  
TO PROVIDE VOTING MACHINE SERVICES TO THE SUPERINTENDENT OF  
ELECTIONS FROM APRIL 1, 2015 TO MARCH 31, 2017 IN AN AMOUNT NOT TO  
EXCEED \$160,000.00**

**WHEREAS**, the County of Gloucester has determined that there is a need for voting machine services for the Gloucester County Superintendent of Elections. These services will include, but not be limited to, certifying all voting machines, ballot verifications, Pre-Lat test (vote simulation) and signed copy of results from each machine and provide two technicians during elections; and

**WHEREAS**, the Gloucester County Superintendent of Elections recommends that said services be provided by Election Support and Services, Inc. of 108 Route 541, Medford, New Jersey 08055; and

**WHEREAS**, the contract shall be for estimated units of service for a rate not to exceed \$44.00 per machine and a rate not to exceed \$900.00 per technician and an hourly rate of \$125.00 for additional services to be provided during elections, for a contract amount not to exceed \$160,000.00, from April 1, 2015 to March 31, 2017. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of this contract beyond December 31, 2015 is conditioned upon approval of the 2016 Gloucester County Budget and continuation of this contract beyond December 31, 2016 is conditioned upon approval of the 2017 Gloucester County Budget; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any services being rendered pursuant to the within contract, a Certificate of Availability, must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; and

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

**WHEREAS**, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1)(j).

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Election Support and Services, Inc. for the provision of services including, but not be limited to, certifying all voting machines, ballot verifications, Pre-Lat test (vote simulation) and signed copy of results from each machine and provide two technicians during elections, for a contract amount not to exceed \$160,000.00, from April 1, 2015 to March 31, 2017; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 4, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**ROBERT M. DAMMINGER, DIRECTOR**

B-3

**CONTRACT BETWEEN  
ELECTION SUPPORT AND SERVICES, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the **1st day of April, 2015**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Election Support and Services, Inc.** of 108 Route 541, Medford, New Jersey 08055, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for voting machine services which will include, but not be limited to certifying all voting machines, ballot verifications, Pre-Lat test (vote simulation) and signed copy of results from each machine and provide two technicians during elections, including Special Elections; and

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

**WHEREAS**, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This contract shall be effective for the period from April 1, 2015 to March 31, 2017.
2. **COMPENSATION**. Contract shall be for estimated units of services, in an amount not to exceed \$160,000.00, for the term of the contract.

This Contract is therefore open ended, which does not obligate the County to make any purchase whatsoever. The continuation of the contract beyond December 31, 2015 is conditioned upon the approval of the 2016 Gloucester County budget and continuation of the contract beyond December 31, 2016 is conditioned upon the approval of the 2017 Gloucester County budget.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be to provide voting machine services for the Gloucester County Superintendent of Elections. These services will include, but not be limited to certifying all voting machines, ballot verifications, Pre-Lat test (vote simulation) and signed copy of results from each machine and provide two technicians during elections, including Special Elections, as more specifically described in Attachment A, attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

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

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

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

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

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

22. **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.

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

24. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the Vendor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

**THIS CONTRACT** is dated this 1<sup>st</sup> day of **April, 2015**.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ELECTION SUPPORT AND SERVICES,  
INC.**

\_\_\_\_\_  
**BY:**

\_\_\_\_\_  
**(Please Print Name)**

**ATTACHMENT A**

Election Support & Services, Inc.  
108 Route 541  
Medford, NJ 08055  
(609)953-7243

---

County of Gloucester  
Superintendent  
550 Grove Road  
Thorofare, NJ 08086

2-16-15

**RE: Budget Proposal 4/1/15 - 3/31/17**

It is with pleasure that Election Support & Services, Inc. submits this proposal to provide voting machine service to Gloucester County.

1. Certifying- ESS will certify all voting machines to be used in up coming elections. This will include ballot verification, checking candidate switch positions, Audio test, Pre-Lat test (vote simulation) and collection of results report from each machine. Gloucester County will be responsible for hanging the ballots, formatting cartridges, sealing machines and checking paper rolls. Above mentioned services cost \$44.00 per machine.
2. Technical Staff- During elections ESS will provide technicians to Gloucester County at a cost of \$900.00 per technician.
3. Professional Fees- ESS proposes to perform all services at the set forth price (above), however if additional services are needed ESS charges \$125.00 per hour.

Sincerely,

*Gay D. Blumner*

**POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION**

**Contracting Agency: County of Gloucester**

**New Jersey Law**, provides that Gloucester County may not enter into a contract for more than \$17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. **19:44A-20.26** and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
None		

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

Name of Business Entity: Election Support + Services, Inc.  
Signed: Gary Plummer Title: V-President  
Print Name: Gary Plummer Date: 2-16-15

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

## PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

## PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

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

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

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

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

## BUSINESS ENTITY DISCLOSURE CERTIFICATION

Contracting Agency: County of Gloucester

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

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

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

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

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

Name of Business Entity: Election Support & Services, Inc.  
Signed: Gary Plummer Title: V-President  
Print Name: Gary Plummer Date: 2-16-15

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

## PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

### **19:44A-20.7. Definitions**

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

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

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

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

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

### **19:44A-20.8. Duty to report contributions**

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

## PARTIAL SCHEDULE OF RELEVANT STATUTES

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

### **19:44A-20.9. Repayment of contribution**

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

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

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

C-1

**RESOLUTION AUTHORIZING FEDERAL AID AGREEMENT #14-DT-BLA-682 WITH THE NJ DEPARTMENT OF TRANSPORTATION FOR RESURFACING AND SAFETY IMPROVEMENTS ALONG COUNTY ROUTE 553 IN THE TOWNSHIPS OF DEPTFORD & MANTUA AND THE BOROUGH OF WENONAH IN AN AMOUNT NOT TO EXCEED \$2,604,953.00**

**WHEREAS**, Gloucester County (hereinafter the "County") seeks to enter into a Federal Aid Agreement with the New Jersey Department of Transportation (hereinafter the "NJDOT") for the Construction of the Resurfacing and Safety Improvements to Woodbury-Glassboro Road, County Route 553 from Tylers Mill Road to Woodcreek Road in the Townships of Deptford & Mantua and the Borough of Wenonah per Federal Project #STP-4037(108) CON, Engineering Project # 14-07FA (hereinafter the "Agreement"); and

**WHEREAS**, the said Agreement is referred to as Federal Aid Agreement #14-DT-BLA-682 and provides a cost reimbursement arrangement with the NJDOT in an amount not to exceed \$2,604,953.00; and

**WHEREAS**, the project will consist of milling and resurfacing Woodbury-Glassboro Road, County Route 553 from Woodcreek Road (aka Bankbridge Road) in the Township of Deptford and Borough of Wenonah through to approximately the Tylers Mill Road intersection in Mantua Township.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Federal Aid Agreement referred to hereinabove with the NJDOT is hereby authorized and approved for the Project in an amount not to exceed \$2,604,953.00; and

**BE IT FURTHER RESOLVED** that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to the Federal Aid Agreement # 14-DT-BLA-682 and any attachments or appendices thereto.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 4, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

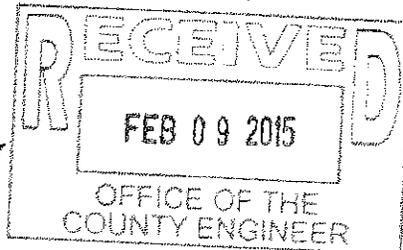
**ATTEST:**

**ROBERT N. DILELLA, CLERK**



# State of New Jersey

DEPARTMENT OF TRANSPORTATION  
Region South Headquarters  
One Executive Campus  
Route 70  
Cherry Hill, New Jersey 08002



C-1

CHRIS CHRISTIE  
Governor

JAMIE FOX  
Commissioner

KIM GUADAGNO  
Lt. Governor

February 5, 2015

Vincent M. Voltaggio  
County Engineer, Gloucester County  
1200 N. Delsea Drive  
Clayton, NJ 08312-1000

Re.: **LETTER OF AUTHORIZATION**  
CR 553 (Woodbury-Glassboro Road) Resurfacing and Safety Improvements  
Location: From Tylers Mill Road to Woodcreek Road  
Deptford & Mantua Townships and Wenonah Borough, Gloucester County  
Federal Project No. STP-4037(108)  
NJDOT Job No. 6202309  
FAP-2014-Gloucester County-02236

Dear Mr. Voltaggio:

This is to inform you that on 9/10/2014 and 1/28/15, Federal Highway Administration authorized funding up to an amount of \$2,604,953.00, for the above captioned Federal Aid Highway Program project in the Deptford & Mantua Townships and Wenonah Borough, Gloucester County.

Please disregard the agreement included in our letter dated 9/16/14.

The following reflects the breakdown of authorized costs as submitted with the federal authorization requests:

	Federally Participating	Federally Non-participating
Construction Costs	\$2,550,150.00	\$0.00
Construction Inspection (Consultant) Costs	\$54,803.00	\$0.00
Construction Inspection (Sponsor's In-house Staff) Costs	\$0.00	\$0.00
Material Testing Costs	\$0.00	\$0.00
Third Party Non-sharing Costs	\$0.00	\$0.00
Total Amount	\$2,604,953.00	\$0.00

Requirements for this project include, but are not limited to the following:

#### Advertisement of Contract

- As per the NJDOT Procedures for Federal Aid Projects Local Aid Federal Aid handbook, Gloucester County is required to advertise for construction bids within 60 calendar days from the date of this letter. The project shall be advertised once a week for a minimum of three (3) consecutive weeks in at least two (2) legal newspapers.
- Gloucester County must send NJDOT a schedule of advertisement and anticipated bid date, start date for construction, and a current construction bar chart (Critical Path Method Schedule.) prior to advertisement. Gloucester County may use its own

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"  
New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

format for the bid proposal; however, the construction items and quantities must be the same as the final plans, specifications and estimate (as submitted with the authorization request). Any modifications to the construction items and quantities will require FHWA's prior approval and authorization.

- The number of Training Positions will be 0 [where feasible consisting of at least Zero (0) Apprentices and Zero (0) Apprentice Graduates of the P.A.P. and/or Trainees (Total Trainees Hours = 0)].
- The Disadvantaged Business Enterprise (DBE) goal is 8%. General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Web Determinations online web site at <http://www.wdol.gov/dba.aspx#0>. Select state, county and construction type heading: HIGHWAY where the Project is to be performed then click Search.
- Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate. State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at [http://lwd.dol.state.nj.us/labor/wagehour/wagehour\\_index.html](http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html). The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).
- Contract completion date as noted in the bid documents must be specified in the project specifications with provisions for liquidated damages as per NJDOT 2007 Standard Specifications for Road and Bridge Construction section 108.20.
- Bids may be accepted up to 10 days following the last date of advertisement.

#### Award of Contract

- Gloucester County must award a construction contract within 4 months of the date of this notification. Failure to award construction within 4 months of NJDOT's letter may result in the withdrawal of funding. Withdrawal of funds may require the project to be reprogrammed by the MPO and rescheduled for approvals in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) and reauthorization of funds by FHWA. This could result in significant project delays.
- Upon award of construction contract, Gloucester County must submit:
  - Certified copies of the bid summary
  - Resolution of award
  - Affidavit of advertisements
  - Completed copies of Federal attachments
  - Written verification that the contractor and/or subcontractors are not on the debarred list
- Gloucester County must complete and submit a copy of the bid analysis prepared in accordance with the FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, dated January 20, 2004 {Formerly T5080.4}. These Guidelines are available at: <http://www.fhwa.dot.gov/programadmin/contracts/ta508046.pdf>.

#### Project Agreement

- Return four (4) original signed and sealed copies of the attached agreement along with a signed/sealed Resolution for execution by the Department.
- DO NOT enter the date on page 1.
- Signed copies of the agreement should be returned within 45 days of this letter.

#### Project Billing

- NJDOT must receive an initial billing (payment voucher) from the recipient for the construction project no later than 3 months after NJDOT has concurred in the award of the construction contract. NJDOT must receive subsequent billings (payment vouchers) on a monthly basis after the initial billing but no later than 3 months thereafter as stipulated in the project agreement. Failure to meet the billing requirements may result in the restriction of authorization of any future FHWA funding until such time as progress on timely billings is demonstrated.
- The project will be considered "Inactive" if Gloucester County fails to submit an invoice within the durations described in 23 CFR 630.106. It is Gloucester County's responsibility to ensure that the federal funding is not jeopardized for this project due to an "Inactive" project status.

**Final Inspection and Closeout**

- All projects constructed with Federal funds require full-time construction inspection and oversight. Failure to follow the Federal guidelines may result in the loss of Federal reimbursement.
- Requests for final inspection and acceptance to NJDOT shall be made by Gloucester County no later than 30 days following Substantial Completion of construction.
- Close-out documents shall be submitted by Gloucester County to NJDOT within 6 months of receipt of acceptance by NJDOT.

Failure to meet the time requirements for project close-out may result in the restriction of authorization of future FHWA funding until such time as progress on close-out is demonstrated.

Gloucester County may appeal decisions made by NJDOT regarding all above compliance issues on a case-by-case basis, but NJDOT reserves the right to make a final determination whether to continue funding the project or not. NJDOT will be reviewing the status of the federal-aid agreement and the issues associated with compliance on a monthly basis.

It is the NJDOT's desire to make the process of funding and oversight as reasonable as possible and at the same time satisfy FHWA requirements. Gloucester County's cooperation will greatly facilitate this effort and assist in future funding.

Should you have any questions regarding the above, please contact Art San Jose at (856) 486-6713.

Sincerely,

  
Saifun T. Mikhael  
Manager  
District 4 Local Aid

Enclosures  
Ref# 2397 & 279

Agreement No. 14-DT-BLA-682

Contract ID: 15 70708

Recipient's DUNS No.: 957362247

CFDA Name and Number: Catalog of Federal Domestic Assistance 20.205

Contact Name and Phone Number: Art San Jose; (856) 486-6713

**FEDERAL AID AGREEMENT**

Project: CR 553 (Woodbury-Glassboro Road) Resurfacing and Safety Improvements  
(Fed. Proj. No.: STP-4037(108)) FAP-2014-Gloucester County-02236  
Municipality: Deptford & Mantua Townships and Wenonah Borough  
County: Gloucester

This Cost Reimbursement Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Gloucester County, having its offices at 1200 N. Delsea Drive, Clayton, NJ 08312-1000 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of 9/10/2014. All such work shall be completed by 12/31/2017, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient

shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

## 5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

- (a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.
- (b) Automobile Liability Insurance in the minimum amount of \$1,000,000.
- (c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or

otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$2,604,953.00, with an approved budget as follows:

Federal Project #	Project Sponsor	Contract	Sponsor In-House	Total	Date Authorized	Date for Completion
STP-4037(108)	Gloucester County	\$2,604,953.00	\$0	\$2,604,953.00	9/10/2014	12/31/2017

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget \$2,604,953.00 stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments -- OMB Circular A-87  
Cost Principles for Nonprofit Organizations - OMB Circular A-122  
Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102  
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of  
Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

## 7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General.

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.

(a) The Recipient shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"

(b) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

## 8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and

records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(a) 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;

(b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color,

national origin, ancestry, marital status or sex;

(c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) **Policy.** It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.
- (b) **Obligation.** The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted

contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo  
Director  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

District 1 --  
Roxbury Corporate Center  
200 Stierli Court  
Mount Arlington, NJ 07856  
Phone: (973) 770-5070/5068  
Fax: (973) 770-5172  
Morris, Passaic,  
Sussex and Warren

District 2 --  
153 Halsey Street - 5th floor  
Newark, NJ 07102  
Phone: (973) 877-1500  
Fax: (973) 877-1556  
Bergen, Essex, Hudson,  
and Union

District 3 -  
PO Box 600  
Trenton, NJ 08625-0600  
Phone: (732) 625-4290  
Fax: (732) 625-4292  
Hunterdon, Mercer, Middlesex,  
Monmouth, Ocean and Somerset

District 4 --  
1 Executive Campus  
Route 70 West, 3rd Floor  
Cherry Hill, NJ 08002  
Phone: (856) 486-6618  
Fax (856) 486-6771  
Atlantic, Burlington, Camden, CapeMay,  
Cumberland, Gloucester, and Salem

Excepting Legal Notices  
Telephone: (856) 486-6618  
Fax: (856) 486-6771

If to Recipient:

Vincent M. Voltagio  
(Engineer)  
Gloucester County  
1200 N. Delsea Drive

Clayton, NJ 08312-1000

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation  
Manager Professional Services  
Procurement Division  
1035 Parkway Avenue  
Trenton, New Jersey 08625

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.
29. APPENDIX I - Project Scope of Work
30. APPENDIX J - Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to duly execute this Agreement on and as of the day and year first above written.

Project: **CR 553 (Woodbury-Glassboro Road) Resurfacing and Safety Improvements**

Municipality: **Deptford and Mantua Townships and  
Wenonah Borough** County: **Gloucester**

Fed. Proj. No.: **STP-4037(108)**

Agreement No.: **14-DT-BLA-682**

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT: **Gloucester County**

\_\_\_\_\_  
Robert M. DiLella, Date  
Clerk of the Board of Chosen Freeholders

By: \_\_\_\_\_ Date  
Robert M. Damminger,  
Freeholder Director

ATTEST/WITNESSED/AFFIX SEAL:

**NEW JERSEY DEPARTMENT OF  
TRANSPORTATION**

\_\_\_\_\_  
Jacqueline Trausi Date  
Department Secretary,  
New Jersey Department of Transportation

By: \_\_\_\_\_ Date  
Michael Russo,  
Director,  
Division of Local Aid & Economic  
Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ACTING ATTORNEY GENERAL OF NEW JERSEY

**John Jay Hoffman**

By: \_\_\_\_\_ Date  
Deputy Attorney General  
Elaine C. Schwartz, DAG

## APPENDIX A

### NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
  - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

- (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.
- (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

**APPENDIX B**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Robert M. Damminger, Freeholder Director,

hereby certify on behalf of RECIPIENT, that:

- (1) 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) 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.
- (3) The undersigned shall require that the language of this certificate 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 subRECIPIENT's shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

By: \_\_\_\_\_  
Robert M. Damminger  
\_\_\_\_\_  
Freeholder Director

**APPENDIX C**

**CERTIFICATION OF RECIPIENT**

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
- 2, agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

**APPENDIX D**

**CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION**

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

**APPENDIX E**

**NJDOT CODE OF ETHICS FOR VENDORS**

1. No vendor\* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

**NOTE:** This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

\*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

---

Adopted on the 16th day of December, 1987

**APPENDIX F**

**CERTIFICATION OF RECIPIENT ELIGIBILITY**

I Robert M. Damminger, Freeholder Director hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director officer, principal, Project director, manager, auditor or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions – for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

\_\_\_\_\_  
Robert M. DiLella,  
Clerk of the Board of Chosen Freeholders

\_\_\_\_\_  
Robert M. Damminger,  
Freeholder Director

Date: \_\_\_\_\_

## APPENDIX G

### AMERICANS WITH DISABILITIES ACT

#### Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the RECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the RECIPIENT pursuant to this contract will not relieve the RECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**APPENDIX H**

**STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA**

The parties to this Agreement do hereby agree that the provisions of NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

# APPENDIX I

## SCOPE OF WORK

Woodbury-Glassboro Road (CR 553)

Federal Project No. STP-4037(108)

The project will consist of milling the pavement to a depth of 2 1/2" and resurfacing with a 2 1/2" and variable (under 3") thick Hot Mix Asphalt 12.5M76 surface course from approximately 600 feet north of Tylers Mill Road (prior widening project) in Mantua Township to the Woodcreek Road intersection in Deptford Township. The overpass structures, as well as the concrete bridge deck and concrete bridge approaches at the Route 55 interchanges are excluded from the project (this structure and the concrete road surface are in good condition and are under NJDOT jurisdiction). Any deteriorated concrete base course uncovered during the resurfacing project will be rehabilitated (replaced in kind) during the project. The current centerline grade of the pavement will be proposed construction baseline used to reestablish the crown. Existing deteriorated concrete vertical curb will be replaced in kind, where required. Curb ramps will be replaced in kind to meet current ADA standards. Guiderail will be upgraded at the existing bridge crossings of Mantua Creek (County Bridge 4-1-6) and at Monogahela Brook (County Bridge 4-1-3). The existing parapets will be epoxy coated as part of the project. Existing grass cover will remain under any modified/upgraded guiderail. Rip-rap will be replaced in kind at the bridge and existing culvert crossings. Bicycle safe inlet grates will be installed where needed and inlet heads will be installed to comply with the current storm water regulations. Long life traffic stripes and raised pavement markers will be installed on the new pavement surface. The existing traffic signal systems at the Lowes Drive, Mantua Boulevard (CR678), Timberline Center Drive/Target and Center Street (CR603) will be upgraded to comply with current regulations. The State traffic signal at the Route 55 northbound on ramp at CR553

under NJDOT jurisdiction was recently upgraded by the State (and is not under County jurisdiction) and is excluded from work. The project will also include the construction of a new traffic signal at the intersection of Salina Road/Barkbridge Road at the Deptford/Wenonah municipal boundary. Estimated construction cost is 3.25 million.

Bicycle safe grates and NJDEP ECO compliant heads and grates will be installed to comply with current storm water regulations. No new drainage will be constructed however the existing drainage structures that have deteriorated walls and have silted in and will be reconstructed in-kind.

APPENDIX J

(193)

Specification No. ENGRG. 14-07FA  
 Proposed Resurfacing and Safety Improvements Woodbury Glassboro Rd, Co. Rte. 553,  
 from Woodcreek Rd to Tylers Mill Rd in Deptford, Mantua and Wenonah Federal Proj No STP- 4037(108)

ENGINEER'S ESTIMATE				7/24/2014	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
1	L.S.	Lump Sum	Construction Layout	\$10,000.00	\$10,000.00
2	L.S.	Lump Sum	Cleaning Site	\$7,500.00	\$7,500.00
3	250	C.Y.	Excavation, Unclassified	\$30.00	\$7,500.00
4	90,300	S.Y.	HMA Milling, 2 1/2" and Variable	\$4.00	\$361,200.00
5	13,346	Ton	Hot Mix Asphalt 12.5M 76 Surface Course, 2 1/2" Thick	\$80.00	\$1,067,680.00
6	100	Ton	Hot Mix Asphalt 9.5H64 Leveling Course	\$75.00	\$7,500.00
7	4,832	Gal.	Tack Coat	\$1.00	\$4,832.00
8	100	Gal.	Prime Coat	\$1.00	\$100.00
9	500	S.Y.	Dense Graded Aggregate Base Course, 6" Thick	\$15.00	\$7,500.00
10	115	Ton	Hot Mix Asphalt 19M64 Base Course, 4" Thick	\$75.00	\$8,625.00
11	200	L.F.	9"x16"x12" Monolithic Concrete Vertical Curb and Gutter	\$45.00	\$9,000.00
12	250	S.Y.	Concrete Driveway, Reinforced, 6" Thick	\$100.00	\$25,000.00
13	250	S.Y.	Hot Mix Asphalt Driveway, 2" Thick	\$20.00	\$5,000.00
14	10	Unit	Bicycle Safe Grates	\$500.00	\$5,000.00
15	65	Unit	Curb Piece	\$400.00	\$26,000.00
16	1,000	L.F.	9"x16" Concrete Vertical Curb	\$35.00	\$35,000.00
17	500	S.Y.	Partial Depth Concrete Repair	\$65.00	\$32,500.00
18	500	S.Y.	Full Depth Concrete Repair, Concrete Class A	\$150.00	\$75,000.00
19	--	--	No Item		
20	5	Unit	Reset Existing Castings	\$100.00	\$500.00
21	20	Unit	Reset Water Valve Boxes	\$25.00	\$500.00
22	20	Unit	Reset Gas Valve Boxes	\$25.00	\$500.00
23	475	S.Y.	Concrete Sidewalk, 4" Thick	\$68.00	\$32,300.00
24	45	S.Y.	Detectable Warning Surface (Brick Pavers)	\$225.00	\$10,125.00
25	1,000	L.F.	Removal of Traffic Stripes	\$0.50	\$500.00
26	7,765	S.F.	Traffic Markings, Thermoplastic	\$3.00	\$23,295.00
27	60,137	L.F.	Traffic Stripes, Long-Life, Epoxy Resin, 4"	\$0.40	\$24,054.80
28	270	S.F.	Regulatory, Warning and Guide Signs	\$26.50	\$7,155.00
29	50	Unit	Reflective U-Post Inserts	\$35.00	\$1,750.00
30	--	--	No Item		
31	225	Unit	RPM, Bi-Directional, Amber Lens	\$26.00	\$5,850.00
32	10	Unit	RPM, Bi-Directional, Blue Lens	\$26.00	\$260.00
33	400	Unit	RPM, Bi-Directional, White Lens	\$26.00	\$10,400.00
34	20	Unit	RPM, Bi-Directional, Red/White Lens	\$26.00	\$520.00
35	5,000	L.F.	Turf Repair Strip	\$2.50	\$12,500.00
36	500	S.F.	Construction Signs	\$15.00	\$7,500.00
37	--	--	No Item		
38	600	M.H.	Police Traffic Directors	\$60.00	\$36,000.00
39	2	Unit	Flashing Arrow Board, 4' x 8'	\$500.00	\$1,000.00
40	2	Unit	Traffic Control Truck With Mounted Crash Cushions	\$2,000.00	\$4,000.00
41	--	--	No Item		
42	500	Unit	Drum	\$20.00	\$10,000.00
43	500	Unit	Traffic Cone	\$15.00	\$7,500.00
44	100	Unit	Breakaway Barricade	\$25.00	\$2,500.00
45	10,000	L.F.	Temporary Traffic Stripes	\$0.30	\$3,000.00

APPENDIX J

(2 of 3)

Specification No. ENGRG. 14-07FA  
 Proposed Resurfacing and Safety Improvements Woodbury Glassboro Rd, Co. Rte. 553,  
 from Woodcreek Rd to Tylers Mill Rd in Deptford, Mantua and Wenonah Federal Proj No STP- 4037(108)

46	--	--	No Item		
47	250	S.Y.	Topsoiling, 4' Thick	\$4.00	\$1,000.00
48	250	S.Y.	Fertilizing and Seeding, Type A-3	\$1.00	\$250.00
49	250	S.Y.	Straw Mulching	\$0.50	\$125.00
50	1,500	S.Y.	Rip-Rap Stone Slope Protection, 24" Thick, D <sub>50</sub> = 12"	\$100.00	\$150,000.00
51	100	L.F.	Bridge Railing (One Rail), Aluminum	\$65.00	\$6,500.00
52	750	S.Y.	Epoxy Waterproofing (Grey)	\$55.00	\$41,250.00
53-57	--	--	No Item		\$0.00
58	1,200	L.F.	30" Diameter and Vertical Pipe Lining	\$131.00	\$157,200.00
59	50,000	L.F.	Sawing and Sealing Joints in Hot Mix Asphalt Overlay	\$1.50	\$75,000.00
60	54,000	L.F.	Polymerized Joint Adhesive	\$0.50	\$27,000.00
61-98	--	--	No Item		
99	3	Unit	Power Inverter	\$4,500.00	\$13,500.00
100	1	Unit	Controller Assemblies, 3 Phase with Power Inverter and Battery Backup System	\$29,000.00	\$29,000.00
101	1	Unit	Foundation, Type P - MC	\$2,400.00	\$2,400.00
102	1	Unit	Foundation, Type SFK	\$1,700.00	\$1,700.00
103	3	Unit	Foundation, Type SFT	\$1,550.00	\$4,650.00
104	5	Unit	18" x 36" Junction Box	\$2,000.00	\$10,000.00
105	1	Unit	Foundation, Type STF	\$3,000.00	\$3,000.00
106	1	Unit	Meter Cabinet, Type T	\$2,500.00	\$2,500.00
107	16	Unit	Solar Panel Array	\$2,100.00	\$33,600.00
108	4	Unit	Image Detector	\$2,000.00	\$8,000.00
109	1	Unit	Traffic Signal Standard, Steel	\$2,000.00	\$2,000.00
110	403	L.F.	3" Rigid Metal Conduit	\$45.00	\$18,135.00
111	2	Unit	Traffic Signal Mast Arm, Steel	\$4,000.00	\$8,000.00
112	35	L.F.	2 1/2" Rigid Metal Conduit	\$27.00	\$945.00
113	6	Unit	Traffic Signal Standard, Aluminum	\$1,200.00	\$7,200.00
114	1	Unit	Traffic Signal Mast Arm, Aluminum	\$2,000.00	\$2,000.00
115	16	Unit	Traffic Signal Head	\$950.00	\$15,200.00
116	6	Unit	Pedestrian Signal Head	\$750.00	\$4,500.00
117	1,038	L.F.	Traffic Signal Cable, 7 Conductor	\$2.50	\$2,595.00
118	1,829	L.F.	Traffic Signal Cable, 5 Conductor	\$1.76	\$3,220.75
119	141	L.F.	Service Wire No. 6 AWG	\$2.50	\$352.50
120	30	Unit	Pedestrian Push Button w/R10-3e Decal	\$350.00	\$10,500.00
121	7	Unit	Overhead Mast Arm Signs	\$600.00	\$4,200.00
122	L.S.	Lump Sum	Asphalt Price Adjustment	\$3,000.00	\$3,000.00
123	L.S.	Lump Sum	Fuel Price Adjustment	\$5,000.00	\$5,000.00
				<b>TOTAL</b>	<b>\$2,550,150.05</b>

*[Signature]*  
 Vincent M. Voltaggio  
 County Engineer

*[Handwritten notes and calculations]*  
 TOTAL // 2,550,150.05

APPENDIX J  
(3 of 3)



14-07FA

August 1, 2014

New Jersey Department of Transportation  
District 4, Bureau of Local Aid  
One Executive Campus  
Route 70 West, 3<sup>rd</sup> Floor  
Cherry Hill, N.J. 08002

Attn: Chris Bergeman, *Project Manager*

Re: Resurfacing and Safety Improvements to Woodbury-Glassboro Rd.  
CR 553, from Woodcreek Rd. to Tylers Mill Rd., in the Townships of  
Deptford and Mantua and Borough of Wenonah  
Fed. Project Number STP 4037 (108)

Dear Chris:

The following is an estimate of the construction inspection and testing costs for the above referenced project. The total estimated project time is 40 working days; however, additional inspection working days are required for project setup and closeout. For estimation purposes 45 working days are utilized.

There will be one inspector on site 100% of the time (another inspector is anticipated during paving operations) and one Supervising Inspector on site approximately 25% of the time. A breakdown of inspection costs based on an 8 hour working day is as follows:

- Construction Inspection Rate = \$95.00
- Supervising Construction Inspector Rate = \$120.00
- 55 days x 8 hrs. /day x \$95.00/hr. = \$41,800.00
- 12 days x 8 hrs. /day x \$120.00 hr. = \$11,520.00
- Total Construction Inspection Cost = \$53,320.00
- Total Testing for the project is estimated at \$7,000.00

The total inspection and testing costs for the project is \$60,320.00, but utilize \$65,000.00

Very truly yours,

Vincent M. Vollaggio, P.E.  
County Engineer

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR

Robert M. Damminger

DEPUTY DIRECTOR

FREEHOLDER LIAISON

Heather Simmons



DEPARTMENT OF PUBLIC  
WORKS

OFFICE OF THE COUNTY  
ENGINEER

PUBLIC WORKS DIRECTOR

Larry Haynes, Sr.

COUNTY ENGINEER

Vincent M. Vollaggio, P.E.

OFFICES OF  
GOVERNMENT SERVICES

1200 N. Delsea Drive  
Clayton, NJ 08312

Phone: 856.307.6600

Fax: 856.307.6606

v.vollaggio@co.gloucester.nj.us

www.co.gloucester.nj.us

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

C-2

**RESOLUTION TO CONTRACT WITH CME ASSOCIATES, INC. FOR  
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES IN THE  
RESURFACING AND SAFETY IMPROVEMENT PROJECT ON A PORTION OF  
COUNTY ROUTE 557 IN THE TOWNSHIP OF FRANKLIN FOR \$59,787.79**

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

**WHEREAS**, this need for such professional services is relative to the County's road improvement project known as the "Resurfacing and Safety Improvements, Tuckahoe Road, County Route 557 from County Route 659 to ½ mile +/- south of Whitehall Rd. in the Township of Franklin," Federal Project No. STP-0177(107) Construction, Engineering Project #13-04FA (hereinafter the "Project"); and

**WHEREAS**, the County requested proposals for such professional services, via RFP-014-046 from interested providers; and evaluated those proposals consistent with the County's fair and open procurement process, and consistent with applicable law and regulations; and

**WHEREAS**, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that CME Associates, Inc. (hereinafter "CME"), with an office address of 3141 Bordentown Avenue, Parlin, NJ 08859-1162, made the most advantageous proposal to provide said services to the County for a total contract amount of \$59,787.79; and

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

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$59,787.79, pursuant to C.A.F. #15-01346, which amount shall be charged against budget line item G-02-14-071-000-12236.

**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 a contract with CME for construction management and inspection services for the Project, as set forth in RFP-014-046 and subject to all conditions and requirements of the specifications for the Project, for a total contract amount of FIFTY-NINE THOUSAND, SEVEN HUNDRED EIGHTY SEVEN DOLLARS AND SEVENTY NINE CENTS (\$59,787.79), per the prices submitted in CME's proposal dated October 22, 2014, and contingent upon approval by the New Jersey Department of Transportation; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 4, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

CZ

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

**THIS CONTRACT** is made effective this 4<sup>th</sup> day of **March, 2015**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **CME ASSOCIATES INC.**, with offices at, with an office address of 3141 Bordentown Avenue, Parlin, NJ 08859-1162, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for professional engineering services in the nature of construction management and inspections required for the County's road improvement project known as "Resurfacing and Safety Improvements, Tuckahoe Road, County Route 557 from County Route 659 to ½ mile +/- south of Whitehall Rd. in the Township of Franklin," Federal Project No. STP-0177(107) Construction, Engineering Project #13-04FA (hereinafter the "Project"); and

**WHEREAS**, the County issued RFP-014-046 for the said construction management and inspection services, to which the Contractor responded; and

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

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

**TERMS OF AGREEMENT**

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

2. **COMPENSATION.** Contractor shall be compensated the total amount of \$59,787.79 for Construction Managements and Inspection Services required by the County for the construction of the Project, as per the specifications issued by the County for the Project (hereinafter the "Specifications"). The Contractor shall bill, and be paid, for its services, based upon the prices set forth in the Contractor's proposal dated October 22, 2014 (hereinafter the "Proposal").

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

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP 014-046 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

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

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

1. Specifically reserving the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. Termination of this contract for cause or convenience including the manner by which it will be effected and the basis for settlement.
3. Compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 60).
4. Compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR 3).
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR 5).
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR 5).
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that

specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. Retention of all required records for three (3) years after final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. Act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

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

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

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

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

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

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

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written

notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**THIS CONTRACT** is effective as of this 4<sup>th</sup> day of March, 2015.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**CME ASSOCIATES INC.**

**By:** \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

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

CR

Certificate of Availability of Funds

TREASURER'S NO. 15-01346 DATE November 06, 2014  
G-02-14-071-000-12236 (\$59,787.79)

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$59,787.79 COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION: 

Professional Services Contract for Construction Management & Inspection Services per RFP-014-046 for the project "Resurfacing and Safety Improvements, Tuckahoe Road, County Route 557 from County Route 659 to 1/2 mile +/- south of Whitehall Rd. in the Township of Franklin," Federal Project No. STP-0177(107) Construction, Engineering Project #13-04FA
--

VENDOR: CME Associates, Inc.

ADDRESS: 3141 Bordentown Avenue  
Parlin, NJ 08859-1162

V. M. Voltaggio 2-17-15  
DEPARTMENT HEAD APPROVAL  
Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 2-23-15

Meeting Date: November 25, 2014



# COUNTY OF GLOUCESTER

**COST PROPOSAL FOR THE PROVISION OF:  
Construction Management & Inspection Services for  
Resurfacing and Safety Improvements to  
Tuckahoe Road, County Route 557, from County Route 659 to  
1/2 mile South of Whitehall Road in the Township of Franklin**



**RFP #14-046**

**October 22, 2014  
10:00 A.M.**



ASSOCIATES

Parlin • Howell • Monmouth Junction • Atlantic City • Marlton

**Consulting & Municipal  
ENGINEERS**

# Section 8: Cost Proposal



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)  
DAVID J. SAMUEL, PE, PP, CME  
JOHN J. STEFANI, PE, LS, PP, CME  
JAY B. CORNELL, PE, PP, CME  
MICHAEL J. McCLELLAND, PE, PP, CME  
GREGORY R. VALES, PE, PP, CME



TIMOTHY W. GILLEN, PE, PP, CME  
BRUCE M. KOCH, PE, PP, CME  
LOUIS J. PLOSKONKA, PE, CME  
TREVOR J. TAYLOR, PE, PP, CME  
BEHRAM TURAN, PE, LSRP

Date Due: October 22, 2014

County of Gloucester  
Purchasing Department  
Two South Broad Street  
Woodbury, NJ 08096

Attn: Mr. Pete Mercanti, Director

**Re: Technical Proposal for Construction Management & Inspection  
Services for Resurfacing and Safety Improvements to  
Tuckahoe Road, County Route 557, from County Route 659 to  
½ Mile South of Whitehall Road in the Township of Franklin**

Dear Mr. Mercanti:

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

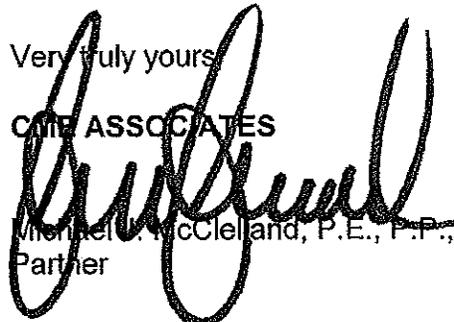
Thank you for your consideration of CME Associates for this work. We feel that our Firm and Staff possess the resources, experience and expertise necessary to successfully render these types of services in a cost-effective manner in the interest of the County. CME Associates takes great pride in its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

We find that the necessary Construction Phase Services can be provided for an estimated cost not to exceed \$59,787.79 based upon our proposed hourly rates, the services described in the Technical Proposal, this Cost Proposal, and the stipulated construction Contract time of 45 calendar days.

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

Very truly yours,

CME ASSOCIATES

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

MJM/DHC



**SECTION 8 - COST PROPOSAL**

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

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

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

Project Factor	Description – This Project	Points
Size	Small	15
Complexity	Standard	15
Duration	Aggressive	20
Degree of Risk	Level 2	30
Subtotal Points:		80
Fee Factor = 80*0.3 =		0.24

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

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

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

1. Based on the requirements of the Request for Proposals and the construction Contract Documents, the construction contract shall be completed within 45 calendar days of the Notice to Proceed. We have based our inspection man-hours accordingly. Should the construction contract time exceed 45 calendar days due to the performance of the contractor or unforeseen circumstances, we reserve the option to request additional Fee based upon the actual hours of services provided.
2. We have not included any costs for an on-site field office. We intend to manage the project from our present offices.
3. We have not included any costs for field testing of soils, concrete or other materials. Such costs to be borne by the Contractor or the County.
4. We have not included any permit fees. State and Soil Conservation District permits must be obtained prior to construction. Construction permits (i.e. road opening permits) will be the responsibility of the Contractor.
5. Reimbursable expenses specific to the project will be billed on a direct cost basis and will include reproduction costs by an outside firm, overnight, courier or special delivery charges, photography costs and field supplies.

C  
O  
S  
T  
  
P  
R  
O  
P  
O  
S  
A  
L

Gloucester County RFP 14-046  
Resurfacing and Safety Improvements to Tuckahoe Road, County Rt. 557,  
from County Rt 659 to 1/2 mile South of Whitehall Road  
Township of Franklin



Cost Proposal for Construction Phase Services

CME Associates

TASK	DESCRIPTION	Partner	Project Manager	Professional Engineer	Project Engineer	Design Engineer	Field Inspector	Clerical	Subtotal
1	PRE-CONSTRUCTION	1	4	11	2	4	6	1	29
2	CONSTRUCTION PHASE	1	26	119	14	20	304	1	485
3	PROJECT CLOSEOUT	1	13	72	14	10	16	1	127
	TOTAL HOURS	3	43	202	30	34	326	3	641
	DIRECT SALARY RATE* (2014)	\$ 75	\$ 80.50	\$ 40.83	\$ 31.75	\$ 26.00	\$ 33.50	\$ 24.50	\$ 24,765.16
	SUBTOTAL DIRECT LABOR	\$ 225	\$ 3,461.50	\$ 8,247.66	\$ 952.50	\$ 884.00	\$ 10,921.00	\$ 73.50	\$ 24,765.16

NJDOT APPROVED OVERHEAD RATE 115.40%

ESTIMATED REIMBURSABLE EXPENSES	AMOUNT
FIELD SUPPLIES	\$ 100.00
PRINTING COSTS	\$ 200.00
SPECIAL DELIVERY COSTS	\$ 200.00
SUBTOTAL EXPENSES	\$ 500.00

OVERHEAD \$ 28,578.99  
LABOR SUBTOTAL \$ 53,344.15

FIXED FEE FACTOR (OF DL) 0.24  
FIXED FEE \$ 5,943.64  
ESTIMATED EXPENSES \$ 500.00

TOTAL ESTIMATED FEE \$ 59,787.79

Direct Salary rate shown is estimated average direct salary rate of employees proposed for given labor classification. Billing will be on actual direct salary of individuals utilized for the project.



**State of New Jersey**

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE  
*Governor*

JAMES S. SIMPSON  
*Commissioner*

KIM GUADAÑO  
*Lt. Governor*

June 5, 2013

Mr. Jim Schmidt  
CFO  
CME Associates  
3141 Bordentown Avenue  
Parlin, NJ 08859

Dear Mr. Schmidt:

Based on our review of your firm's Overhead Rate Schedule for the Year Ended December 31, 2012, you may use the following rate for funding purposes on future contracts with the Department and for your firm's "Settle Up Schedules":

CY 2012      115.4%

This rate is subject to audit verification. Our acceptance of this rate does not extend beyond contracts with the New Jersey Department of Transportation. Any other entity contracting with the firm is responsible for determining the acceptability of the overhead statement.

If you have any questions, feel free to contact Lehman Ford at (609) 530-2350.

Sincerely,

Richard Temmer  
Administrative Analyst I, Bureau of Auditing

LJF/ams

**BASIS OF AWARD**

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

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

**RFP-14-046 – Construction Management –Tuckahoe Rd. - CME**

<b>EVALUATION FACTORS</b>		<b>SCORE</b>
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
<b>A.</b>	<b>Proposal contains all required checklist information</b> 5 _____ points Vendor provided all required documentation	<b>5</b>
<b>B.</b>	<b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b> CME – Has provided a very experienced team for this project. PM Paulo Benati, PE very good past experience with both County and Federally funded projects.  30 _____ points	<b>29</b>
<b>C.</b>	<b><u>Relevance and Extent of Similar Engagements performed</u></b> CME – Has provided a good listing of several similar project that they have performed well on for the County. They have good experience on Federal projects and understand the importance of meeting these strict requirements. 30 _____ points	<b>30</b>
<b>D.</b>	<b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> CME – Have provided a good understanding for the project. They have demonstrated that they understand the Federal Requirements for inspection and construction management as well as the extensive documentation that is required. 35 _____ points	<b>34</b>
<b>TOTALS</b>		<b>98</b>

**RESOLUTION TO CONTRACT WITH SOUTH STATE, INC. FOR THE SUPPLY, DELIVERY AND OVERLAY OF HOT MIX ASPHALT MATERIALS AS NEEDED FROM APRIL 4, 2015 TO APRIL 3, 2016 IN AN AMOUNT NOT TO EXCEED \$1,000,000.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has advertised for the receipt of public bids for the supply, delivery and overlay of hot mix asphalt (HMA) Materials for the County's Public Works/Highway Division, as per PD 015-008; and

**WHEREAS**, bids were publicly received and opened on February 6, 2015; and

**WHEREAS**, after following proper bidding procedures, it was determined that South State Inc., 202 Reeves Road, Bridgeton, NJ 08302, was the lowest responsive and responsible bid for the supply, delivery and overlay of HMA for use on county roadways; and

**WHEREAS**, it was determined that South State, Inc. be awarded the contract for Line Item #1, HMA 12.5 H64 Surface Course (\$61.15); Item #2, HMA 9.5 M64 Leveling Course (\$62.15); Item #3, Base Course (\$60.00) (collectively referred to as "HMA items"); and

**WHEREAS**, the contract shall be awarded for a one (1) year period from April 4, 2015 to April 3, 2016, with the County reserving the option to extend the contract for one (1) two year extension or two (2) one year extensions, for an amount not to exceed \$1,000,000.00 per contract year; and

**WHEREAS**, the contract is open ended, which does not obligate the County of Gloucester to make any purchase; so that no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, continuation of the contract beyond December 31, 2015 is conditioned upon the approval of the 2016 Gloucester County Budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the contract for the supply, delivery and overlay of HMA items for use on county roadways, as per County bid specification PD 015-008, be awarded to South State, Inc., for a one (1) year period from April 4, 2015 to April 3, 2016, for an amount not to exceed \$1,000,000.00 for the contract term, in accordance with and pursuant to the bid submitted and price set forth within the bid proposal for the items as set forth herein above.

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 4, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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

**THIS CONTRACT** is made the 4<sup>th</sup> day of April, 2015 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “County”, and **SOUTH STATE INC.**, with offices at 202 Reeves Road, Bridgeton, NJ 08302, hereinafter referred to as “Contractor”

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply, delivery and overlay of Hot Mix Asphalt Materials (“HMA”), as per bid PD 015-008, for use on County roadways; and

**WHEREAS**, the Contractor represents that it is qualified to the supply, deliver and overlay HMA, and desires to so perform pursuant to the terms and provisions of this Contract.

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

**TERMS OF AGREEMENT**

- 1. TERM.** This Contract shall be effective for a one (1) year term from April 4, 2015 to April 3, 2016, with the County reserving the option to extend the Contract for (1) one additional two year term, or (2) additional one year terms.
  
- 2. COMPENSATION.** This Contract shall be for an amount not to exceed 1,000,000.00, per contract term, so that this is an open-ended contract. The Contract shall be for estimated units of materials and service, as set forth in the Bid Specifications (hereinafter “Specifications”) for bid PD 015-008 for the supply, deliver and overlay HMA at the price per unit as set forth in the Proposal.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by 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, and the Proposal, then this Contract, or the Specifications, as applicable shall control.

**THIS CONTRACT** shall become effective the 4<sup>th</sup> day of April, 2015.

**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:**

**SOUTH STATE INC.**

\_\_\_\_\_

\_\_\_\_\_  
**By:**  
**Title:**

C-3

<p>PD 015-008                  Bid Opening 2/6/2015 10:00am</p>			
<p><b>SPECIFICATIONS AND PROPOSAL FORM                  FOR THE SUPPLY, DELIVERY AND OVERLAYING                  OF HOT MIX ASPHALT MATERIALS (HMA)</b></p>			
<p><b>VENDOR:</b>                  South State Inc.                  202 Reeves Rd                  Bridgeton, NJ 08302                  Chester Offinger Jr. Pres                  856 451-5300                  856 455-3461 FAX                  bbryan@southstateinc.com</p>		<p><b>VENDOR:</b>                  Arawak Paving Co. Inc.                  7503 Weymouth Rd.                  Hammonton, NJ 08037                  John M Barrett Pres.                  609 561-4100                  609 567-4750 Fax                  jpointar@arawakpci.com</p>	
<p><b>VENDOR:</b>                  Richard E. Pierson Const. Co. Inc.                  426 Swedesboro Rd.                  Pilesgrove, NJ 08098                  Cherri M. Coles Asst. Sec.                  856 769-8244                  856 769-5650 Fax                  rmmiller@repierson.com</p>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Unit Price</b>	<b>Unit Price</b>
1	(HMA) 12.5 H64 Surface Course 15,000 Tons	\$61.15	\$81.30
2	(HMA) 9.5 M64 Leveling Course 3,000 Tons	\$62.15	\$93.00
3	Base Course 1,000 Tons	\$60.00	\$81.50
	DELIVERY ARO	7 Days	30 Working Days
	Variations: (if any)	NONE	MTV Not Included
	Will you extend your prices to local government entities within the County	YES	NO
	Bid specifications sent to:	Prime Vendor AE Stone	iSqFt
<p>The ordering period for the proposed contract will be for one (1) year with one two (2) year extension or two (2) one year extensions</p>			
<p>Based upon the bids received, I recommend South State Inc. be awarded a contract as the lowest, responsive, responsible bidder.</p>			
		Sincerely,	
		Robert J. McErlane	
		Purchasing	

C-4

**RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE, INC. FOR MILLING AND PROFILING SERVICES FOR ONE YEAR THROUGH MARCH 12, 2016 IN AN AMOUNT NOT TO EXCEED \$500,000.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") originally entered into a contract on March 13, 2013 with South State Inc., for milling and profiling services, as per Bid PD#013-006. The contract provided the County with the option to extend for one (1) two year period or two (2) one year periods; and

**WHEREAS**, the option for the first extension was exercised and passed by Resolution on March 19, 2014; and

**WHEREAS**, the County's Public Works Department has recommended exercising the final option to extend the contract for one year through March 12, 2016 in an amount not to exceed \$500,000.00 for the extension term; and

**WHEREAS**, all other terms and provisions of the previously executed contract, with the exception of the extension of the term, will continue in full force and effect; and

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

**WHEREAS**, continuation of the said contract beyond December 31, 2015 is conditioned upon the approval of the 2016 County Budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby exercise its option to extend its aforesaid contract with South State Inc., for the furnishing of milling and profiling services in accordance with Bid PD#013-006 for an additional one (1) year period from March 13, 2015 to March 12, 2016 in an amount not to exceed \$500,000.00 for the extended term and that the County's Purchasing Agent is hereby directed to inform South State Inc. of the extension; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, March 4, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**SPECIFICATIONS AND PROPOSAL FORM FOR THE FURNISHING OF MILLING AND PROFILING SERVICES**

**VENDOR:**  
 South State Inc.  
 PO Box 68  
 Bridgeton, NJ 08302  
**C. J. Ottinger Jr. - Pres.**  
 856 451-5300  
 856 455-3461 Fax

**VENDOR:**  
 R.E. Pierson Const. Co.  
 426 Swedesboro Rd  
 Pilesgrove, NJ 08098  
**Robert Baccala - VP**  
 856 769-8244  
 856 769-5630 Fax

**VENDOR:**  
 Gerald A. Barrett LLC  
 329 Lakedale Rd  
 Berlin, NJ 08009  
**Gerald A. Barrett - Owner**  
 856 767-0444  
 856 767-0379

ITEM	DESCRIPTION	Unit Price	Unit Price	Unit Price
1	A. Milling an average depth of 2" at an average of 4000 square yards per day. B. The bidder shall supply all dump trucks necessary for the disposal of waste material. Millings will be stockpiled at the closest one of the three highway yards, Clayton, Mantua or Swedesboro. C. The bidder will supply all necessary equipment to clean and sweep the milled roadway.			
		\$2.39	\$2.95	\$2.98
2	A. Milling at variable depths at an average of 4000 square yards per day. B. The bidder shall supply all dump trucks necessary for the disposal of waste material. Millings will be stockpiled at the closest one of the three highway yards, Clayton, Mantua or Swedesboro. C. The bidder will supply all necessary equipment to clean and sweep the milled roadway.			
		\$2.39	\$3.20	\$2.98
3	A. Milling an average depth of 2" at an average of 4000 square yards per day. The County of Gloucester will provide all dump trucks and all necessary equipment for clean up.	\$1.24	\$2.00	\$1.65
4	A. Milling at variable depths at an average of 4000 square yards per day. The County of Gloucester will provide all dump trucks and all necessary equipment for clean up.	\$1.24	\$2.10	\$1.65
	Extend pricing to CoOp	YES	NO	YES
	Variations: (if any)	NONE	NONE	NONE
	Bid specifications sent to:	American Asphalt CDC News 15qft	Prime Vendor Cardinal Contracting Landberg Construction	Jerry & Son Exc. Inc. Construction Journal Mount Construction
Based upon the bids received, I recommend South State Inc. be awarded the contract as the lowest responsive, responsible bidder. Sincerely,				
			Robert J. McErlane Purchasing	

E-1

**RESOLUTION TO CONTRACT WITH BACH ASSOCIATES AND FEDERICI AND AKIN, P.A.,  
TO PROVIDE ENGINEERING/SURVEYING SERVICES FOR LAND AND/OR  
DEVELOPMENT RIGHT ACQUISITIONS FROM MARCH 4, 2015 TO MARCH 3, 2016 IN AN  
AMOUNT NOT TO EXCEED \$150,000.00 FOR EACH CONTRACT**

**WHEREAS**, from time to time the County of Gloucester (hereinafter the "County") has a need for engineering/surveying services in land and/or development right acquisitions for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

**WHEREAS**, the County requested proposals from interested providers and evaluated and award those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that the following firms have submitted proposals evidencing that they are ready, willing and able to perform the services if requested:

- Bach Associates, 304 White Horse Pike, Haddon Heights, NJ, 08035,
- Federici and Akin, PA, 307 Greentree Road, Sewell, NJ, 08080; and

**WHEREAS**, each said contract for engineering/survey services would be for estimated services, for an amount not to exceed \$150,000.00, as per RFP #15-008; and

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

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

1. That a contract(s) for engineering/survey services for land and/or development rights acquisitions by the County be awarded to: BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., for a period of one (1) year March 4, 2015 to March 3, 2016, and each in an amount not to exceed \$150,000.00, as needed; and,
2. That the Director of the Board is authorized to execute and the Clerk of the Board to attest to the contracts for the aforementioned purpose on behalf of the County; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 4, 2015, Woodbury, New Jersey.



**THE COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

E-1

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE COUNTY OF GLOUCESTER  
AND BACH ASSOCIATES**

**THIS CONTRACT** is made this 4<sup>th</sup> day of **March, 2015**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **Bach Associates**, with offices at 304 White Horse Pike, Haddon Heights, NJ, 08035 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County for the provision of engineering/surveying services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

**WHEREAS**, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

**TERMS OF AGREEMENT**

1. **TERM OF SERVICES.** The term of services authorized under this agreement shall be for one (1) year from March 4, 2015 to March 3, 2016, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, or Legal Department.

2. **COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated January 13, 2015 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 15-008. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$150,000.00.

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in RFP 15-008, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 15-008.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**F.** Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

**10. SET-OFF.** Should Contractor either refuse or neglect to perform the services which 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 expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

**13. PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

**14. 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.

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

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP 15-008 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 15-008, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 15-008, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 4<sup>th</sup> day of March, 2015.

**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.

**COUNTY OF GLOUCESTER**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**BACH ASSOCIATES**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**STEVEN M. BACH, PRESIDENT**  
**BACH ASSOCIATES**



Engineers

Architects

Planners

Surveyors

Environmental  
Scientists

Construction  
Management

304 White Horse Pike  
Haddon Heights, NJ 08035  
Tel: 856 546 8611  
Fax: 856 546 8612

Steven M. Bach, PE, RA, PP, CME  
President

Mark R. Basehore Jr., PE, CME  
Vice President – Engineering

Dirk Muits III, AIA, NCARB  
Vice President – Architecture

Leah Furey Bruder, PP, AICP  
Vice President – Planning

**Request for Proposal for  
ENGINEERING / SURVEYING SERVICES FOR  
LAND AND/OR DEVELOPMENT RIGHT  
ACQUISITIONS FOR THE GLOUCESTER  
COUNTY OFFICE OF LAND PRESERVATION  
AND/OR OTHER UNSPECIFIED COUNTY  
PROJECTS**

**RFP # 015-008**

Purchasing Department  
County of Gloucester  
Two South Broad Street  
Woodbury, New Jersey 08096

January 13, 2015

**E. Professional Fees**

---



**COST PROPOSAL**

- Total Vendor's fee for 1 engineering/survey report for 1 property with a size of 50 acres:

\$ 8,000 (vendor's price).

3-1

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE COUNTY OF GLOUCESTER  
AND FEDERICI AND AKIN, PA**

**THIS CONTRACT** is made this 4<sup>th</sup> day of **March, 2015**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **Federici and Akin, PA**, with offices at 307 Greentree Road, Sewell, NJ, 08080 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County for the provision of engineering/surveying services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

**WHEREAS**, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

**TERMS OF AGREEMENT**

1. **TERM OF SERVICES**. The term of services authorized under this agreement shall be for one (1) year from March 4, 2015 to March 3, 2016, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, or Legal Department.

2. **COMPENSATION**. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated January 11, 2015 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 15-008. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$150,000.00.

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in RFP 15-008, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 15-008.

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

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

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

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

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

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

**5. LICENSING.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which

license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

**F.** Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

**8. INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify 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 disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

**10. SET-OFF.** Should Contractor either refuse or neglect to perform the services which 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 expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

**13. PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

**14. 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.

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

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP 15-008 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 15-008, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 15-008, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 4<sup>th</sup> day of March, 2015.

**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.

**COUNTY OF GLOUCESTER**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**FEDERICI AND AKIN, PA**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**DOUGLAS E. AKIN, VICE-PRESIDENT**  
**FEDERICI AND AKIN, PA**



FEDERICI & AKIN, P.A.  
CONSULTING ENGINEERS

---

## Qualifications Statement

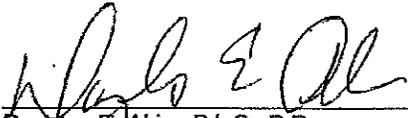
---

Qualifications for Professional Services

Gloucester County  
Gloucester County, New Jersey

**Engineering Services for Land  
and/or Development Right  
Acquisitions for the Gloucester  
County Office of Land  
Preservation RFP #15-008**

Prepared By:

  
Douglas E. Akin, P.L.S., P.P.  
Vice President

Office Location:

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

January 11, 2015

F&A specializes in large multi-tract boundary surveys, which require specialized coordination of Global Positioning Surveying (GPS) and traditional surveying methods to collect data and perform large surveys both economically and efficiently.

Federici and Akin, PA with its field crews will provide the proposed services through their well-experienced staff and through the use of **company-owned Global Positioning System (GPS) equipment** and all other up to date means to prepare large and small outbound surveys, traverses, bench runs and topographical surveys, etc. This firm will provide an exemplary level of engineering and management experience that will enable our office to complete the highest level of accuracy in accordance with New Jersey laws and administrative codes and pertaining to Farmland Preservation Program: NJSA 4:1C-11 et seq., c.32 as amended, NJAC 2:76-6.13, and Green Acres Programs: NJSA 13:8C 1-43, NJAC 7:36-1.1 et al.

The firm of Federici and Akin, PA will comply with the General Terms and Conditions required by County and enter into the County's standard Professional Services Contract. All services will be provided within the United States of America.

## **2. Specialized Requirements:**

Based on our firms' experience of prior years and contracts with the county, we would anticipate that the total annual price for engineering services for the engineering/survey reports for one property with an average size of 50 acres per property would be **\$8,950.00**

**Our estimate for the 2014 Engineering/Survey Reports is:**

- **Total vendor's fee for 1 engineering/survey report for 1 property with a size of 50 acres:**
  - **\$8,950.00 (vendor's price).**

---

## **Section E – Cost Proposal**

Based on the services outlined in the Request for Proposals (RFP), we estimate that the total cost of surveying services to be provided would be **\$8,950.00** for an average size property of 50 acres. This cost is based on assumptions of the anticipated level of services outlined in the RFP and projections as stated under "**Specialized Requirements**" above.

The actual cost for each acquisition will be based on a proposal submitted to the county for approval prior to commencement of the individual project. This cost will be determined based on the actual level of work required to provide the survey in conformance to the RFP for the actual individual survey. The cost would consider the acreage, type of terrain, vegetation, elevation changes, number of courses, frontage on public roads, streams and other water courses, etc. to better predict a fee for our services for each proposal. Services will be payable when completed and the invoice is submitted and approved by the county.

No retainer will be required for this contract.

---

## **Section F - Conflicts of Interest**

F&A currently represents the Borough of Mount Ephraim as the Borough Engineer and Planning Board Engineer, Deptford Township as the Township Engineer, Mantua Township as the Municipal Engineer, the

**BASIS OF AWARD**

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

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

**RFP-15-008 Engineering / Survey Land Pres. - Bach**

EVALUATION FACTORS	SCORE
<p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	
<p>A. Proposal contains all required checklist information                      _____ 5 _____ points                      All required documentation submitted.</p>	5
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u>                      _____ 25 _____ points                      Recent experience with staff on preservation projects</p>	24
<p>C. <u>Relevance and Extent of Similar Engagements performed</u>                      _____ 25 _____ points                      Recent Farmland/Open Space experience with County</p>	25
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u>                      _____ 25 _____ points                      Plan relevant. South Jersey company/office listed</p>	23
<p>E. Reasonableness of Cost Proposal                      _____ 20 _____ points                       Tied for 4th lowest respondent</p>	19
TOTALS	96

**BASIS OF AWARD**

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

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

**RFP-15-008 Engineering / Survey Land Pres. – Federici & Akin**

<b>EVALUATION FACTORS</b>		<b>SCORE</b>
<p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>		
A.	<p>Proposal contains all required checklist information                      _____ 5 _____ points                      All required documentation submitted.</p>	5
B.	<p><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u>                      _____ 25 _____ points                      Recent experience with staff on preservation projects</p>	24
C.	<p><u>Relevance and Extent of Similar Engagements performed</u>                      _____ 25 _____ points                      Recent Farmland and Open Space experience with County</p>	25
D.	<p><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u>                      _____ 25 _____ points                      Plan relevant. Gloucester County company/office listed</p>	24
E.	<p>Reasonableness of Cost Proposal                      _____ 20 _____ points                      7<sup>th</sup> Lowest respondent</p>	18
<p><b>TOTALS</b></p>		<b>96</b>

**2015 SURVEY RFP'S / RFP# 15-008**

<b><u>Vendor</u></b>	<b><u>Rank</u></b>
1. <b>Bach Associates</b>	<b>96</b>
2. <b>Federici and Akin</b>	<b>96</b>
3. <b>Taylor Wiseman Taylor</b>	<b>95</b>
4. <b>Control Point</b>	<b>94</b>
5. <b>Environmental Resolutions</b>	<b>94</b>
6. <b>Dewberry</b>	<b>93</b>
7. <b>Fralinger</b>	<b>90</b>
8. <b>Stout Caldwell</b>	<b>86</b>
9. <b>Lippincott &amp; Jacobs</b>	<b>86</b>
10. <b>CME</b>	<b>85</b>
11. <b>Omland Engineering</b>	<b>84</b>

**2015 SURVEY RFP'S PRICES/ RFP# 15-008**

<b><u>Vendor</u></b>	<b><u>Quoted Price</u></b>
1. Bach Associates	\$8,000
2. Federici and Akin	\$8,950
3. Taylor Wiseman Taylor	\$8,400
4. Control Point	\$8,000
5. Environmental Resolutions	\$9,250
6. Dewberry	\$7,950
7. Fralinger	\$3,750
8. Stout Caldwell	\$6,800
9. Lippincott & Jacobs	\$8,500
10. CME	\$27,395
11. Omland Engineering	\$9,500

F-1

**RESOLUTION TO CONTRACT WITH AP PLUMBING & HEATING SUPPLY, LLC  
FOR PLUMBING SUPPLIES FROM MARCH 4, 2015 TO MARCH 3, 2017 IN AN  
AMOUNT NOT TO EXCEED \$80,000.00 PER YEAR**

**WHEREAS**, the County of Gloucester, after due notice and advertisement, received sealed bids for the supply and delivery of plumbing parts and supplies for the County as per specifications in PD# 015-005; and

**WHEREAS**, bids were publicly received and opened on January 28, 2015; and

**WHEREAS**, after following proper public bidding procedure, it was determined that AP Plumbing & Heating Supply, LLC, with offices at 360 W. Buck Street, Paulsboro, NJ 08066, was the lowest responsive and responsible bidder to perform said services, in an amount not to exceed \$80,000.00 per year from March 4, 2015 to March 3, 2017 with the County having the option to extend for one (1) two (2) year term, or two (2) one (1) year terms as set forth in the bid specifications; and

**WHEREAS**, the Contract is open-ended, and as such, does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the Contract beyond December 31, 2015 is conditioned upon the approval of the 2016 Gloucester County budget. Continuation beyond December 31, 2016 is conditioned upon approval of the 2017 Gloucester County budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a Contract between the County of Gloucester and AP Plumbing & Heating Supply, LLC, from March 4, 2015 to March 3, 2017, in an amount not to exceed \$80,000.00 per year for the aforementioned purpose; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 4, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

F-1

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
AP PLUMBING & HEATING SUPPLY, LLC**

**THIS CONTRACT** is made effective the 4<sup>th</sup> day of March, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **AP PLUMBING & HEATING SUPPLY, LLC**, with offices at 360 W. Buck Street, Paulsboro, NJ 08066, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the supply and delivery of plumbing parts and supplies as allowed through County contract purchasing system numbers CK-01-GC & 16GLCP and as provided per specifications in PD# 015-005; and

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

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

**TERMS OF AGREEMENT**

1. **TERMS**. This Contract shall be effective from March 4, 2015 to March 3, 2017, with the County having the option to extend for one (1) two (2) year term or two (2) one (1) year terms.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD# 015-005, in an amount not to exceed \$80,000.00 per year for the supply and delivery of plumbing parts and supplies to the County, as permitted through the County purchasing system numbers CK-01-GC & 16GLCP and consistent with Vendor's Bid.

It is agreed and understood that this is an open-ended Contract; therefore, there is no obligation on the part of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. After approval by County, the payment voucher shall be placed in line for prompt payment.

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD# 015-005, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

**A.** Pursuant to the termination provisions set forth in the Bid Specifications identified as PD# 015-005, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD# 015-005, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is dated this 4<sup>th</sup> day of March, 2015.

**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**

**WITNESS:**

**AP PLUMBING & HEATING SUPPLY, LLC**

\_\_\_\_\_  
**ALFONSO L. PALLADINO, PARTNER**

5

PD 015-005 Bid Opening 1/28/2015			
ITEM	DESCRIPTION	Discount	Discount
1	VARIOUS PLUMBING SUPPLIES		
	ACCESS PANELS		
	ACORN ENGINEERING CO.	40%	10%
	FLUIDMASTER, INC	40%	10%
	WILLIAM H. HARVEY COMPANY	40%	10%
	HERCULES CHEMICAL COMPANY, INC.	40%	10%
	JL INDUSTRIES, INC., ACTIVAR, INC.	40%	N/A
	MIFAB	40%	10%
	SILOUX CHIEF MFG. CO	40%	10%
	J R SMITH MFG	40%	10%
	GENERIC	40%	N/A
	ADHESIVES		
	HERCULES CHEMICAL COMPANY	40%	10%
	WILLIAM H. HARVEY COMPANY	40%	10%
	OATEY	40%	10%
	LA-CO	40%	10%
	GENERIC	40%	N/A
	BALL COCKS		
	FLUIDMASTER, INC	40%	10%
	GENERIC	40%	N/A
	BASINS (CAICH, MOP, MOP FIBERGLASS, SEWAGE & SLUMP)		

Vendor:  
 AP Plumbing & Heating Supply LLC.  
 360 Buck St.  
 Paulsboro, NJ 08066  
 Alfonso L. Palladino - Partner  
 856 423-0498  
 856 423-5335 FAX  
 jasonjones903@verizon.net

Vendor:  
 Falasca Mechanical, Inc  
 3329 North Mill Rd.  
 Vineland, NJ 08360  
 Daniel Falasca Pres.  
 856 794-2010  
 856 794-9644 Fax  
 dj@falascamechanical.com



KEYSTONE				N/A
CUNO		40%		10%
GENERIC		40%		N/A
CAULKS				
BLACK SWAN MFG. CO.		40%		10%
WILLIAM H. HERVEY COMPANY		40%		10%
HERCULES CHEMICAL CO.		40%		10%
GENERIC		40%		N/A
CEMENT, PLASTIC PIPE				
WILLIAM H. HARVEY COMPANY		40%		10%
HERCULES CHEMICAL CO.		40%		10%
OATEY		40%		10%
RECTORSEAL		40%		10%
GENERIC		40%		N/A
CLAMPS (HOSE, OTHER, PIPE REPAIR)				
MIDLAND METAL MFG. CO.		40%		N/A
MUELLER CO.		40%		N/A
RADIATOR SPECIALTY		40%		10%
SIOUX CHIEF		40%		10%
WEBSTONE CO.		40%		10%
GENERIC		40%		N/A
COOLERS, DRINKING WATER				
ELKAY		40%		10%
HALSEY TAYLOR		40%		10%
SUNROC		40%		N/A
GENERIC		40%		N/A
CUTTING AND PENETRATING OIL/LUBRICANTS				
BLACK SWAN MFG. CO.		40%		10%
WILLIAM H. HERVEY COMPANY		40%		10%
HERCULES CHEMICAL CO.		40%		10%
GENERIC		40%		N/A
DRAINS (BASEMENT, SHOWER, CLEANOUT, FLOOR, LAVATORY, ROOF, SINK, URINAL)				
ACORN		40%		10%
B & K INDUSTRIES		40%		N/A
CANPLAS		40%		N/A
CHARLOTTE PIPE COMPANY		40%		10%
ELKAY		40%		10%

	FEDERAL INDUSTRIES					
	JOSAM	40%			10%	
	MIFAB	40%			10%	
	JAY R SMITH	40%			10%	
	WATTS MFG	40%			10%	
	ZURN	40%			10%	
	GENERIC	40%			10%	
	<u>FASTENERS</u>					
	ERICO	40%			N/A	
	SIOUX CHIEF	40%			10%	
	SNAP-N-STRUT	40%			N/A	
	GENERIC	40%			N/A	
	<u>FAUCETS</u>					
	TOTO	40%			10%	
	ACORN	40%			10%	
	ARROWHEAD	40%			N/A	
	BRADLEY	40%			10%	
	DELTA	40%			10%	
	ELKAY	40%			10%	
	GERBER	40%			10%	
	MANSFIELD	40%			10%	
	POWERS	40%			10%	
	SLOAN	40%			10%	
	SYMMONS	40%			10%	
	T & S	40%			10%	
	WOODFORD	40%			10%	
	GENERIC	40%			N/A	
	<u>FITTINGS (ALLOYS, BRASS, CAST STEEL, COMPRESSION, COPPER, CPVC, FLARE, GALVANIZED IRON, PLASTIC, STAINLESS, STEEL)</u>					
	ANVIL INTERNATIONAL, INC	40%			N/A	
	BRASS CRAFT	40%			10%	
	CANPLAS	40%			N/A	
	CHARLOTTE PIPE	40%			10%	
	GRINNELL	40%			10%	
	IPEX	40%			10%	
	LASCO FITTING	40%			10%	
	MATCO	40%			10%	
	MUELLER	40%			N/A	
	NIBCO	40%			10%	
	STADLER VIEGA	40%			10%	
	WOLVERINE BRASS	40%			N/A	
	GENERIC	40%			N/A	

<u>PIPE (CAST IR. COPPER GALVANIZED, PLASTIC)</u>			
CANPLAS	40%		N/A
GRINNELL	40%		10%
CHARLOTTE PIPE	40%		10%
LASCO	40%		10%
STADLER VIEGA	40%		10%
GENERIC	40%		N/A
<u>FIXTURES</u>			
TOTO	40%		10%
ACORN	40%		10%
AMERICAN STANDARD	40%		10%
BRADLEY	40%		10%
ELKAY	40%		10%
GERBER	40%		10%
MANSFIELD	40%		10%
KOHLER	40%		10%
GENERIC	40%		10%
<u>FLUSHOMETERS</u>			
TOTO	40%		10%
SLOAN	40%		10%
ZURN	40%		10%
GENERIC	40%		N/A
<u>FLUXES AND SOLDER</u>			
J.W. HARRIS CO.	40%		N/A
WILLIAM H. HARVEY CO	40%		10%
HERCULES	40%		10%
LA-CO	40%		10%
OATEY	40%		10%
GENERIC	40%		N/A
<u>GASKETS AND PACKING</u>			
HERCULES	40%		10%
GENERIC	40%		N/A
<u>HAND CLEANER</u>			
FEDERAL PROCESS	40%		10%
OATEY	40%		10%
HERCULES	40%		10%

GENERIC	40%	N/A	
HOSE AND HYDRANTS			
ACORN	40%	10%	
ARROWHEAD	40%	N/A	
MANSFIELD	40%	10%	
WOODFORD	40%	10%	
JAY R SMITH	40%	10%	
WATTS	40%	10%	
GENERIC	40%	N/A	
PIPE CROSS LINKED POLYETHYLENE (PEX)			
STADLER VIEGA	40%	10%	
GENERIC	40%	N/A	
PIPE FLEXIBLE GAS			
GASTITE	40%	10%	
GENERIC	40%	N/A	
PLUGS TEST			
CHARLOTTE	40%	10%	
CHERNE	40%	N/A	
GENERIC			
PRIMERS, TRAP SEAL			
SIoux CHIEF	40%	10%	
JAY R SMITH	40%	10%	
WATTS	40%	10%	
ZURN	40%	10%	
GENERIC	40%	N/A	
PREVENTORS, BACKFLOW			
LEGEND	40%	10%	
SIoux CHIEF	40%	10%	
JAY R SMITH	40%	10%	
WATTS	40%	10%	
GENERIC	40%	N/A	
PUMPS / PUMPING SYSTEMS			



WATTS GENERIC	40% 40%	10% N/A	
VALVE (WATER SUPPLY SHUT-OFF)			
BRASS CRAFT GENERIC	40% 40%	10% N/A	
WATER HEATERS			
BRADFORD WHITE RHEEM	40% 40%	10% N/A	
RINNAI STATE GENERIC	40% 40% 40%	N/A N/A N/A	
PIPE INSULATION 1/2" TO 4" ACETYLENE B-BOTTLE MC-BOTTLE	40% 40% 40%	N/A N/A N/A	
Variations: (if any)	NONE	NONE	
Will you extend your prices to local government entities within the County	YES	NO	
Bid specifications sent to:	Prime Vendor Plumb Master Plumbco Supplies	Rakhi Patil Complete Facilities Supply	
The contract shall be for a two (2) year period with an option to extend for one (1) two year period or two (2) one year periods.			
Based upon the bids received, I recommend AP Plumbing & Heating Supply LLC. be awarded a contract, as the lowest responsive, responsible bidder.			
		Sincerely,	
		Robert J. McErlane	
		Purchasing	

f-2

**RESOLUTION EXTENDING THE CONTRACT WITH SIMPLEX GRINNELL, LP FOR REPAIR AND MAINTENANCE OF SECURITY AND FIRE ALARMS FROM MARCH 21, 2015 TO MARCH 20, 2016 IN AN AMOUNT NOT TO EXCEED \$50,000.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") originally entered into a contract on March 21, 2012 with Simplex Grinnell, LP, for the maintenance and repair of the security and fire alarms as per PD#012-006 for a two year term. The Contract provided the County with the option to extend the Contract for one (1) two (2) year period or two (2) one (1) year periods; and

**WHEREAS**, the option for the first extension was exercised and passed by Resolution on March 5, 2014; and

**WHEREAS**, the Director of Buildings and Grounds has recommended exercising the final option to extend the contract for one year from March 21, 2015 to March 20, 2016 in an amount not to exceed \$50,000.00; and

**WHEREAS**, the Contract is open-ended, and as such, does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, continuation of the said contract beyond December 31, 2015 is conditioned upon the approval of the 2016 County Budget; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Chosen Freeholders of the County of Gloucester hereby exercises its option to extend the Contract with Simplex Grinnell, LP for the maintenance and repair of the security and fire alarms in County buildings for an additional one year period from March 21, 2015 to March 20, 2016 and the County Purchasing Agent is directed to so inform the Contractor; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 4, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

Fr

<p>PD 012-006                  Bid Opening 2/29/2012 10:00am                  SPECIFICATIONS AND PROPOSAL FORM FOR                  BURGLAR AND FIRE ALARM MAINTENANCE AND                  REPAIR FOR VARIOUS COUNTY OWNED BUILDINGS</p>		<p>VENDOR:                  SimplexGrinnell                  283 Gibraltar Rd.                  Horsham PA. 19044                  Chris Charron                  215 347-6500                  215 682-7979 Fax</p>	<p>VENDOR:                  Franklin Alarm Co. Inc.                  PO Box 84                  Franklinville, NJ 08322                  Joseph C. Petsch - Pres.                  856 728-6424                  856 728-3763 Fax</p>	<p>VENDOR:                  Fire and Security Tech.                  281 Potterstown Rd.                  Lebanon, NJ 08833                  Todd M. Sherry                  908 823-4367                  908 823-4368 Fax</p>	<p>VENDOR:                  Security Connection Inc.                  502 W. Broad St.                  Gibbstown, NJ 08027                  Jerome Smith - Owner                  856 423-3366                  856 423-3665 Fax</p>
<p><u>ITEM</u></p>	<p><u>DESCRIPTION</u></p>				
	<p>MAINTENANCE SERVICE FOR ALL LOCATIONS                  (INCLUDES PARTS AND LABOR)</p>	\$8,000.00	\$3,300.00	\$6,300.00	\$35,000.00
	<p>TEST AND CERTIFICATION FOR ALL LOCATIONS                  (INCLUDES PARTS AND LABOR)</p>	\$9,000.00	\$5,200.00	\$5,600.00	\$15,000.00
	<p><u>ADDITIONAL WORK</u></p>				
	<p>HOURLY RATE</p>	\$115.00	\$94.00	\$95.00	\$95.00
	<p>OVERTIME RATE</p>	\$175.00	\$141.00	\$135.00	\$142.00
	<p>OVERTIME HOURS</p>	17:00 to 08:00	4pm to 8am	8am to 4pm	5pm to 7am
	<p>MARKUP ON PARTS                  OR                  MARKDOWN ON PARTS</p>	20%	15%	10%	20%
	<p>RESPONSE TIME</p>	2 hours	2 Hours	1-2 Hours	3 Hours
	<p>VARIATIONS</p>	<p>SMK Det. Sensitivity Testing                  Does not include failure due                  lightning, electrical storm or                  other severe weather, water                  damage, fire or acts of god.                  Excludes Fire Watches</p>	<p>BID IS REJECTED FOR:                  1. No apprenticeship documentation                  submitted</p>	<p>BID IS REJECTED FOR:                  1. Improper D.O.L. Apprenticeship                  documentation registration</p>	<p>BID IS REJECTED FOR:                  1. Apprentice registration form                  not signed</p>
	<p>Will you extend your prices to local government                  entities within the County</p>	No Answer	Yes	No Answer	No Answer
	<p>Bid specifications sent to:</p>	Center for Digital Gov. iSqft	Complete Security Systems Prime Vendor	MSA Systems Integration Mid Atlantic BX	Arora Systems Group Construction Journal
	<p>Based upon the bids received, I recommend SimplexGrinnell be awarded the contract as the lowest responsive, responsible bidder.</p>				
			Sincerely,		
			Robert J. McErlane Assistant Purchasing Agent		

**2015 AGENDA REQUEST FORM**

*fr*

**FREEHOLDER MEETING** 3/4/2015

**DATE EMAILED TO LEGAL** 2/19/2015

Department Buildings and Grounds

Division Head Pete Scirrotto

Phone Number Lorrie 6711

Department Head Approval 

**AWARDED BY BID**

Bid Number PD-12-006

Date Opened 2/29/12



**Extension of Term (Resolution Only)**

Extended Contract Term 3/21/2015 – 3/20/2016 Extensions Left 0 Contract Amount \$50,000.00  
Last Extension Amount Not to Exceed

Amount not to exceed (Open Ended–No CAF Needed)

Original Resolution Date 3/21/2012 Original Contract Term 3/21/12 – 3/20/14 Two year term  
with a one, 2 year option to extend or Two, 1 yr. option  
3/21/14 – 3/20/15 – 1<sup>ST</sup> Extension – passed 3/5/14

**Vendor Information**

Name: Simplex Grinnell, LP

Address 283 Gibraltar Road

Horsham, PA 19044

Contact Person Mr. Chris Charron, Manager

**Brief description of services/items to be provided by Vendor or Contractor:**

Resolution extending a contract with Simplex Grinnell for maintenance and repair of the security and fire alarms in County buildings through March 21, 2015 to March 20, 2016 in an amount not to exceed \$50,000.00

**Necessary Documents Included**



Bid Summary sheet

**Previous Contract Information**

See above

Purchasing Director Signature Peter Mercanti

Date 2-19-2015

**Larter, Kimberly**

---

**From:** Lombardi, Andrea  
**Sent:** Thursday, February 19, 2015 8:55 AM  
**To:** Larter, Kimberly; Lyons, Matt  
**Cc:** Mercanti, Peter; Hawthorn, Lorrie  
**Subject:** 3-4-15 Meeting Info - Simplex Grinnell, LP PD-12-006 (Ext.)  
**Attachments:** 3-4-15 Meeting - Simplex Grinnell PD-12-006 (Extension).doc; PD 012-006 Burglar Fire Alarm Maintenance.xls

Attached is Resolution Information (Agenda Form & Bid Summary) for the Extension of Contract with Simplex Grinnell scheduled for the March 4, 2015 Freeholder Meeting.

*Andrea Lombardi*  
*Gloucester County Purchasing Department*  
*2 South Broad Street*  
*Woodbury, NJ 08096*  
*856-853-3419 Phone*  
*856-251-6777 Fax*  
*[alombardi@co.gloucester.nj.us](mailto:alombardi@co.gloucester.nj.us)*

F-3

**RESOLUTION AWARDING A CONTRACT TO WILLIAM R. CAREY & COMPANY, INC., FOR BROKER SERVICES FROM MARCH 1, 2015 TO FEBRUARY 29, 2016 FOR \$155,000.00**

**WHEREAS**, the County of Gloucester has determined that there is a need for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at the Gloucester County Department of Correctional Services; and

**WHEREAS**, the County requested proposals, from interested providers via RFP #015-011 and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that the William R. Carey & Company, Inc., with offices at 45 Whitney Road, Suite B15, Mahwah, New Jersey 07430 made the most advantageous proposal; and

**WHEREAS**, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$155,000.00 pursuant to CAF#15-01459, which funds shall be from budget line item #5-01-23-210-001-20299; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the contract with William R. Carey & Co, Inc., for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at the Gloucester County Department of Correctional Services for a total contract amount of \$155,000.00 from March 1, 2015 to February 29, 2016; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 4, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

FB

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
WILLIAM R. CAREY & COMPANY, INC.**

**THIS CONTRACT** is made effective this 1<sup>st</sup> day of March 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **WILLIAM R. CAREY & COMPANY, INC.**, (a New Jersey Corporation) with offices at 45 Whitney Road, Suite B15, Mahwah, NJ 07430, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at the Gloucester County Department of Correctional Services; and

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

**WHEREAS**, 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 Vendor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be for the period beginning March 1, 2015 and concluding February 29, 2016.

2. **COMPENSATION**. Vendor shall be paid a minimum deposit premium of \$155,000.00. Total amount paid shall be \$1.12 per inmate per day.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP #015-011, and Vendor's responsive proposal, dated February 11, 2015, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #015-011, this contract shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP# 015-011, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent 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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #015-011 issued by the County of Gloucester and Vendor's responsive proposal dated February 11, 2015. Should there occur a conflict between this form of contract and the County's RFP #015-011, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #015-011 issued by the County of Gloucester and the Vendor's Proposal dated February 11, 2015, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 1<sup>st</sup> day of March, 2015.

**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:**

**WILLIAM R. CAREY & COMPANY, INC.**

\_\_\_\_\_  
**MICHAEL J. CAREY, VICE PRESIDENT**



**WILLIAM R. CAREY & COMPANY, INC.**

140 West Allendale Avenue  
Allendale, New Jersey 07401  
Tel: 201-529-3900 • Fax: 201-529-4505  
www.williamrcarey.com

ORIGINAL #3

Pete Mercanti  
Purchasing Department  
County of Gloucester  
Two South Broad Street  
Woodbury, NJ 08096  
856-853-3420

February 11, 2015

Request for Proposal  
Individual and Aggregate Excess Loss Medical Coverage For The Gloucester  
County Corrections Department  
RFP # 015-011

Dear Mr. Mercanti:

Please find following our Proposal as shown above.

**Per Detailed Requirements, Section 3. Standard Requirements of Technical Proposal:**

- A. William R. Carey & Co., Inc, has our principal place of business at 140 West Allendale Avenue, Allendale, NJ 07401.
- B. Our firm is 30 years old, our average # of employees for the past three years is 4.
- C. The provision of services under this contract will be the responsibility of Michael J. Carey, President. He is a graduate of Princeton University (1976), and has been in the insurance business since 1978. He will be assisted by Michael J. Carey Jr., Vice President.
- D. Other County Correctional Clients:
  - a. Luzerne County, PA, Jackie Grimes 570-825-1599
  - b. Lackawanna County, PA, Rick Jones 570-963-6743
  - c. Marin County, CA, Jeff Mann 949-297-0037
  - d. Corizon, Gale Gargiulo, 973-571-9550

①

- E. Our proposal is attached, beginning with "Risk Details" on Page 17.
- F. Certificate of Insurance for our Professional Liability Insurance is attached, Page 16.
- G. Copies of Individual and Corporate New Jersey Insurance licenses attached, Pages 14 and 15.
- H. Not required per George Hayes email of February 4, 2010. (copy attached, page 5).
- I. Neither our firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency.
- J. We are located in downtown office in Allendale, New Jersey. We are available for meetings at the County's request.
- K. Affirmative Action Statement (signed) attached, Pages 12 and 13.
- L. A Non-Collusion Affidavit (signed and notarized) is attached, Page 8.
- M. A completed Owner Disclosure Statement is attached, Page 9.
- N. We will comply with the General Terms and Conditions required by County and enter into the County's standard Professional Services Contract
- O. Business Registration Statement attached, Page 11, and Employer Information Report, Page 10.
- P. All of our services will be performed within the United States of America.

**Coverage and Premium Summary**

Coverage offered is detailed in "Risk Details" beginning Page 17 including policy wording. Please review this information.

We are pleased to advise that this year the coverage has been improved substantially:

1. The per inmate per year deductible has been decreased from \$150,000 to \$100,000.

2. The Aggregate Attachment Point (accumulation of per inmate deductibles) has been decreased from \$1,625,000 to \$1,065,000

~~3.~~ 3. The Minimum and Deposit Premium has been reduced from \$179,000 to \$155,000.

~~4.~~ 4. The premium adjustment rate has been reduced from \$1.25 per inmate per day to \$1.12 per inmate per day.

**Warranty: It is warranted that as of today's date February 11, 2014 there have been no offsite medical claims for any inmate housed at any facility for which a stay in hospital exceeds or is likely to exceed 1 week in duration or USD50,000 in value, which has not already been advised to Underwriters. If there have been such claims Underwriters reserve the right to requote the coverage**

**Profit Commission (loss sensitive return premium)**

Depending on final claim developments, Gloucester County may be entitled to a Profit Commission (return premium). Per policy conditions, this Profit Commission is payable only if coverage is renewed with William R. Carey & Co., Inc.

The Profit Commission for the 2012-2013 policy was \$17,358.87 and was delivered to your office in April 2014..

The Profit Commissions (loss sensitive return premiums) that have been paid to Gloucester County are as follows:

Policy Year	Profit Commission
2008-2009	\$ 20,372.00
2009-2010	\$ 22,098.40
2010-2011	\$ 19,694.51
2011-2012	\$ 6,358.11
2012-2013	\$ 17,358.87
2013-2014	Not yet calculated

This coverage is offered subject to the hosting and medical management contracts as shown on the quote. **If these relationships change you must advise us immediately so that we can advise Underwriters.**

Please be advised that I will be personally handling this proposal. I can always be reached on my email at [mc@use-eeec.com](mailto:mc@use-eeec.com).

If you have any questions, please let me know.

Very truly yours,

Michael J. Carey  
President

A handwritten signature in black ink, appearing to read 'Michael J. Carey', written in a cursive style.

f-3

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-01459 DATE 2/20/15

BUDGET NUMBER 5-01-23-210-001-20299

AMOUNT OF CERTIFICATION \$ 155,000.00

DEPARTMENT Corrections

COUNTY COUNSEL Matt Lyons

DESCRIPTION OF PRODUCT OR SERVICE

Resolution awarding a Contract to William R. Carey  
& Company, Inc. for Individual and aggregate  
Excess Loss Medical Coverage for the Dept of Corrections  
From March 1, 2015 - February 28, 2016 in the  
amount of \$155,000.00  
(\$1.12 per inmate per day)

VENDOR NAME William R. Carey & Co., Inc.

ADDRESS 140 West Allendale Ave.

CITY/STATE/ZIP Allendale, NJ 07401

DEPARTMENT HEAD APPROVAL *Eugen Caldwell*

PURCHASING AGENT *[Signature]* DATE 2/20/15

FREEHOLDER MEETING DATE March 4, 2015

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

53

**BASIS OF AWARD**

(To be completed by County evaluation committee)

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

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

**RFP-015-011 - Excess Loss Coverage for Inmates – William R. Carey & Co**

<b>EVALUATION FACTORS</b>	<b>SCORE</b>
<p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	
<p><b>A. Proposal contains all required checklist information</b>     <u>    5    </u> points All required documentation submitted.</p>	5
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b> Small firm with only four (4) employees. Firm has Twenty-eight (28) years experience in the field.     <u>   25   </u> points</p>	22
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b> Presently our current provider for these services. Vendor has listed other similar experience, with Four (4) Counties in New Jersey.     <u>   25   </u> points</p>	23
<p><b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> Plan is realistic and covers all aspects of the RFP     <u>   25   </u> points</p>	23
<p><b>E. Reasonableness of Cost Proposal</b> Cost submitted is (\$155,000.00) for the year which equates to 1.12 per inmate. The deductible was decreased from 150,000 to 100,000.     <u>   20   </u> points</p>	17
<b>TOTALS</b>	90

174

**RESOLUTION AUTHORIZING THE PURCHASE OF A LIVE SCAN SYSTEM AND  
DUPLEX FINGERPRINT CARD PRINTER FROM MORPHOTRAK, INC. THROUGH  
STATE CONTRACT #A81520 FOR \$39,103.55**

**WHEREAS**, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

**WHEREAS**, the County has a need to purchase a Live Scan System and Duplex Fingerprint Card Printer in order for the County Sheriff's Department to perform its fingerprinting procedures; and

**WHEREAS**, it has been determined that the County can purchase the equipment from MorphoTrak, Inc., 1250 N. Tustin Ave., Anaheim, CA 92807 through State Contract #A81520 for the total amount of \$39,103.55; and

**WHEREAS**, the County Purchasing Agent has certified the availability of funds in the amount of \$39,103.55, pursuant to CAF# 15-01396, which amount shall be charged against budget line item C-04-14-019-130-19208.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be and is hereby authorized to purchase a Live Scan System and Duplex Fingerprint Card Printer from MorphoTrak, Inc., 1250 N. Tustin Ave., Anaheim, CA 92807 through State Contract #A81520 for \$39,103.55.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 4, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

F-4

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-01396 DATE 2/18/15

BUDGET NUMBER C-04-14-019-130-19208

AMOUNT OF CERTIFICATION \$ 39,103.55

DEPARTMENT Sheriff's Dept.

COUNTY COUNSEL Tony Fiola

DESCRIPTION OF PRODUCT OR SERVICE

Resolution authorizing the purchase of Live Scan System and Duplex Fingerprint Card Printer from MorphoTrak, Inc, through State Contract # A81520 for a total amount of \$39,103.55.

VENDOR NAME MorphoTrak, Inc

ADDRESS 1250 N. Justin Ave.

CITY/STATE/ZIP Anaheim, CA 92807

Attn: Jayne Goodall

DEPARTMENT HEAD APPROVAL Yes Amish L. Bay

PURCHASING AGENT [Signature] DATE 2-19-15

FREEHOLDER MEETING DATE March 4, 2015

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

61

**RESOLUTION AUTHORIZING EXECUTION OF A CERTIFICATION OF DEBARMENT FOR THE PURPOSE OF RECEIVING FEDERAL FUNDING FOR THE ADMINISTRATION AND CASE MANAGEMENT OF VARIOUS WORK FIRST NEW JERSEY PROGRAMS**

**WHEREAS**, Gloucester County, through its Division of Social Services, administers various Work First New Jersey Programs, which are funded by the federal and state governments; and

**WHEREAS**, included in the funding are federal funds for administration and case management of the aforesaid programs ("the funds"); and

**WHEREAS**, pursuant to federal regulations, a transaction between the State and the County, including the County's receipt of the funds from the State, is a "lower tier transaction"; and

**WHEREAS**, the State Department of Human Services, Division of Family Development, which allocates the funds, has informed the Division of Social Services that, as part of the funding allocation process, the County is required by federal regulations to sign a certification of debarment, formally entitled "Certification regarding Department, Suspension, and Eligibility and Voluntary Exclusion - Lower Tier Covered Transactions," stating that neither the County nor its principals are prohibited by the federal government from participating in the transaction.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders that the Director of the Board be and is hereby authorized to execute, and the Clerk of the Board be and is authorized to attest to a "Certification regarding Department, Suspension, and Eligibility and Voluntary Exclusion - Lower Tier Covered Transactions" for the purpose of receiving funding for the administration and case management of the various Work First New Jersey Programs by the Division of Social Services.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, March 4, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

61

**New Jersey Department of Human Services**

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

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

Name and Title of Authorized Representative: **Robert M. Damminger, Freeholder Director**

Signature \_\_\_\_\_

**Robert M. Damminger, Freeholder Director**

Date \_\_\_\_\_

This certification is required by the regulations implementing Executive order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510

## Federal Funding Accountability and Transparency-CWA 2015 ALLOCATIONS

<b>Agency</b>	Gloucester County Division of Social Services
<b>Street Address</b>	400 Hollydell Drive
<b>City, State, Zip</b>	Sewell, NJ 08080

<b>DUNS Number</b>	957362247
<b>Congressional District</b>	1st

<b>Fiscal Year</b>	CY2015
<b>Allocation Total</b>	\$4,022,349.00
<b>Allocation Term</b>	1/1/15-12/31/15

<b>Contact</b>	Tarni Spissell
<b>Title</b>	Fiscal Officer
<b>Phone</b>	856-256-2114
<b>e-mail</b>	tspissel@co.gloucester.nj.us
<b>Principal Place of Performance</b>	Gloucester County Division of Social Services
<b>City, State</b>	Sewell, NJ
<b>Zip</b>	08080
<b>Congressional District</b>	1st
<b>Subcontracts: (provide name, address, ceiling, DUNS number)</b> (attach separate sheet with detailed subcontract information as necessary)	N/A

**Executive Compensation:**

As required by Federal regulations, as a sub-recipient of Federal funding, if your agency received [1] 80% or more of its gross revenues in US Federal contracts, subcontracts, loans, grants, subgrants, and/or other cooperative agreements; and [2] \$25,000,000 or more in annual gross revenues from US Federal contracts, subcontracts, loans, grants, and/or other cooperative agreements in the preceding completed fiscal year then provide the **total compensation and names of the top 5 executives**

N/A



**State of New Jersey**  
 DEPARTMENT OF HUMAN SERVICES  
 DIVISION OF FAMILY DEVELOPMENT  
 PO Box 716

TRENTON, NJ 08625-0716

November 28, 2014

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

JENNIFER VELEZ  
*Commissioner*

JEANETTE PAGE-HAWKINS  
*Director*  
 TEL: (609) 588-2000

Edward T. Smith, Superintendent  
 Gloucester County Division of Social Services  
 400 Hollydell Dr.  
 Sewell, NJ 08080

Dear Mr. Smith:

Below are the final CY 2015 funding allocations for Gloucester County. These amounts should be used in preparation of your CY 2015 budget.

Program Allocation	CY 2015 Allocation	FFY 2015 Allocation	FFY 2016 Allocation
TANF Administration	\$1,087,467	\$815,800	\$271,867
TANF Case Management	\$537,190	\$402,892	\$134,297
GA Administration	\$1,294,991	\$971,243	\$323,748
GA Case Management	\$206,426	\$154,820	\$51,607
CSP Administration	\$336,052	\$253,539	\$84,513
FSP Administration	\$244,224	\$183,168	\$61,056
SSBG Administration	\$313,999	\$235,499	\$78,500

Similar to the conditions we imposed last year, your final TANF, GA Case Management, CSP and FSP allocations are frozen for CY 2015. No adjustments to these categories should be made without prior approval from this office.

The above-mentioned allocations contain federal grants. Therefore, as required by federal regulations, below is a listing of the following programs receiving federal grants from the Food and Nutrition Service (FNS), Administration for Children and Families (ACF) and the Centers for Medicare & Medicaid Services (CMS):

Program	Grant Number	CFDA Number	Federal Agency
SNAP	1NJ400404	10.561	FNS
TANF	1502NJTANF	93.558	ACF
CSP	1504NJ4005	93.563	ACF
RRP	1501NJRCA	93.566	ACF
Medicaid Title XIX	1505NJ5MAP	93.778	CMS
CHIP (Title XXI)	1505NJ5021	93.767	CMS
SSBG (Title XX)	G1501NJSOSR	93.667	ACF

Non-Federal entities are prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred. The Division of Family Development (DFD), as the recipient of Federal awards, allocates funding to the County Welfare Agencies. In accordance with 2 CFR Section 180, the awardee must verify that each of its sub-awardees is not suspended, debarred or otherwise excluded. Accordingly, each agency must complete the attached Certificate of Suspension and/or Debarment.

Edward T. Smith, Superintendent  
November 28, 2014  
Page 2

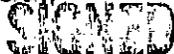
Also, the United States Office of Management and Budget (OMB) implemented new reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA). These requirements are applicable to all new federal funded grant awards greater than \$25,000.

Prime recipients (State departments or agencies) are responsible for the reporting of all data required by FFATA including data elements for lower-tier awards made to sub-recipients. The attached worksheet includes the data elements that the Division of Family Development (DFD) must report. For detailed guidance and instructions, including information on obtaining the DUNS number, refer to [www.fsr.gov](http://www.fsr.gov).

Non-compliance of these regulations could put the State in jeopardy of losing federal funds. It is imperative that the data be submitted in order to complete our Federal reporting obligations. We are requiring that each sub-recipient (County Welfare Agency) complete the attached worksheet and return to us no later than **December 15, 2014**.

Please advise us of any issues or delays in meeting this request.

If you have any questions concerning this matter, please call Robert Hughes at 609-584-4041.

Sincerely,  


Jeanette Page-Hawkins  
Director

JPH:MHRs

C: Jennifer Velez, Commissioner  
Lowell Arye, Deputy Commissioner  
Tami Spissell, Fiscal Officer

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY JUDICIARY, CUMBERLAND/GLOUCESTER/SALEM VICINAGE AND THE COUNTY OF GLOUCESTER, FROM FEBRUARY 1, 2015 TO DECEMBER 31, 2015, IN AN AMOUNT NOT TO EXCEED \$5,400.00**

**WHEREAS**, the County of Gloucester, through the Youth Services Advisory Commission, is the recipient of grant funding in the amount of \$120,000.00 to provide activities related to exposure to cultural events and programs in an effort to educate and provide meaningful activities and events for juveniles in need of supervision; and

**WHEREAS**, one component of the services is enrichment trips to cultural and educational destinations; and

**WHEREAS**, youths in the program must be accompanied by probation officers on any trips and to any destinations; and

**WHEREAS**, grant funds have been allocated from the funding to pay for probation officers; and

**WHEREAS**, the New Jersey Judiciary, Cumberland/Gloucester/Salem Vicinage agrees to provide probation officers to accompany youth on enrichment trips; and

**WHEREAS**, an amount not to exceed \$5,400.00 shall be allocated from the \$120,000.00 grant funding to pay for probation officers, from February 1, 2015 to December 31, 2015.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the agreement with the New Jersey Judiciary, Cumberland/Gloucester/Salem Vicinage to provide probation officers to accompany youth on enrichment trips, in an amount not to exceed \$5,400.00, from February 1, 2015 to December 31, 2015.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 4, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

6-2

**AGREEMENT  
BETWEEN  
THE NEW JERSEY JUDICIARY, CUMBERLAND/GLOUCESTER/  
SALEM VICINAGE AND THE  
COUNTY OF GLOUCESTER**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the County of Gloucester, a body corporate, organized and existing under the Laws of the State of New Jersey having its principal offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter referred to as "the County") and the State of New Jersey Judiciary, Cumberland/Gloucester/Salem Vicinage (hereinafter referred to as "the Vicinage"), having its principal offices located at the Cumberland County Court House, 60 W. Broad Street & Fayette Streets, Bridgeton, New Jersey.

The Vicinage and the County recognize that a principal service offered by these entities is the prevention of juvenile crime and the rehabilitation of juvenile offenders. Both parties recognize that economies of scale and greater efficiencies may be achieved by entering into this Agreement to have services provided by the Youth Services Advisory Commission on behalf of the County and the Vicinage jointly thereby saving costs to each party.

NOW THEREFORE, in consideration of the mutual promises, agreements, and undertakings as set forth herein, the Youth Services Advisory Commission through the County and the Vicinage agree as follows:

1. The County, through the Youth Services Advisory Commission, is the recipient of grant funding in the amount of \$120,000.00 to provide activities related to exposure to cultural events and programs in an effort to educate and provide meaningful activities and events for juveniles in need of supervision to attend. The Juvenile Justice Commission ("JJC") has provided a \$120,000.00 grant to provide such services to the County of Gloucester Youth

Services Advisory Commission. One component of the services is enrichment trips to cultural and educational destinations.

2. As part of the provision of the services identified in paragraph 1 above, youth who are in a probation program must be accompanied by probation officers on any trips and to any destinations which youth on probation may be attending.

3. The provision of a Probation Enrichment and Transportation Program for youth will be bid by the County of Gloucester Youth Services Advisory Commission and the County. The Gloucester County Youth Services Advisory Commission shall be responsible for the preparation, bid, and procurement of services to provide a Probation Enrichment and Transportation Program for youth on probation. The Vicinage agrees to provide probation officers to accompany youth on enrichment trips.

4. The probation officers accompanying youth on enrichment trips shall be paid in accordance with their regular salary, in such amounts and at such times as may be determined and allowable in accordance with probation officer's employment with the Vicinage. The Vicinage shall be responsible for paying probation officers and determining whether or not they are entitled to overtime compensation, and shall be responsible for all deductions that shall be taken from any pay made hereunder.

5. A sum not to exceed \$5,400 shall be allocated from the \$120,000.00 grant funding with which to pay probation officers. It is understood and agreed that the money payable hereunder shall be advanced by the County to the Vicinage. The \$5,400.00 shall be reimbursable to the County (for payments made for probation officer services) from the grant funding received by the County and Youth Services Advisory Commission.

6. Any amounts that are unexpended under this agreement shall either be continued to be utilized in subsequent grant programs, if allowable under the grant, or will be refunded to the grantor pursuant to the requirements of the grant agreement.

7. The grant period shall become effective starting on February 1, 2015, and shall continue through December 31, 2015.

8. The agreement term shall commence contemporaneous with the grant period on February 1, 2015, and shall continue until December 31, 2015.

9. The Vicinage will file the appropriate notice of intention forms with the Administrative Director of the Courts for approval to utilize probation officer services in connection with the grant program being administered by the County through the Youth Services Advisory Commission. Such permission shall be a condition precedent to this contract and shall be valid and binding between the parties.

10. The parties agree that all obligations hereunder are contingent on the availability of appropriated funds. Funding is made available by the JJC. No liability on the part of the JJC for payment of any money or on the part of the Vicinage for the performance of any terms of this agreement will arise unless and until funds are made available to the JJC each fiscal year by the Legislature.

11. In the performance of this agreement, the Vicinage and the County will comply with all Federal and State laws currently in for and/or hereafter promulgated.

#### **INSURANCE**

At all times during the term of this Agreement, the County shall maintain or cause to be maintained with responsible insurers (including a Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by

law, all-risk and comprehensive general liability insurance covering and insuring against losses or damages to third parties due to defective or negligent performance of work under this Agreement.

The County upon the request of the Vicinage, will provide a Certificate of Coverage evidencing that appropriate insurance coverage on behalf of the Vicinage is in full force and effect.

The Vicinage is not authorized to carry public liability insurance. However, the Vicinage is subject to all 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 available appropriations.

#### **INDEMNIFICATION**

1. The Vicinage is not authorized to indemnify any third party for the acts of negligence of any party other than the entities, agents, or employees of the Judiciary. However, the Vicinage is subject to all 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 available appropriations.

2. The County shall indemnify and shall hold the Vicinage and its officers, agents, and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon negligent acts or omissions of County employees acting in the course of their duties under this agreement.

#### **REMEDIES**

1. In the event of any controversy or dispute between the parties every effort will be made to resolve the same through discussion and negotiations. Good faith attempts at resolution

will be made and an exchange of information between the parties without the intervention of a third party. In the event that a dispute cannot be settled through direct discussions or negotiations, the parties agree to settle the dispute by mediation administered by the American Arbitration Association.

2. Wherever in this Agreement either party's consent or approval is required, such consent or approval shall not be unreasonably or arbitrarily withheld or delayed. Any such consent or approval must be provided in writing.

#### **NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER**

In the event that any provision which is contained in this Agreement shall be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

#### **NO PERSONAL LIABILITY**

No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either the Vicinage or the County, in his or her individual capacity, and neither the officers, agents or employees of the Vicinage or the County nor any official executing this Shared Services Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

#### **MISCELLANEOUS**

1. Amendment. This Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. Termination. Either party may cancel this agreement, with or without cause, by providing 30 days written notice to the other party. Under this provision, the Vicinage will be required to reconcile its accounts with the County. This entails providing documentation of expenditures and remaining balances as of the termination date, as well as the return of unexpended funds directly to the County.

3. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

4. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

6. Entire Agreement. This Agreement sets forth all the promises, covenants, agreements, conditions, and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written, between the parties hereto.

7. Further Assurances and Corrective Instruments. Each party shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

8. Headings. The Article and Section headings in this Agreement are included

herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

9. Non-Waiver. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.

10. Governing Law. The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**STATE OF NEW JERSEY JUDICIARY  
Cumberland/Gloucester/Salem Vicinage**

\_\_\_\_\_

\_\_\_\_\_  
**MARK SPROCK,  
TRIAL COURT ADMINISTRATOR**