

AGENDA

6:30 p.m. Wednesday, March 16, 2016

Call to Order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from March 2, 2016.

- P-1 Proclamation proclaiming February 21-27, 2016 as Engineer’s week in the County of Gloucester (Simmons) Previously Presented
- P-2 Proclamation recognizing Shoprite Hunger Fighting Heroes (Simmons) Previously Presented
- P-3 Proclamation recognizing Margaret Heggan Public Library on its 50th Anniversary (Simmons) Previously Presented
- P-4 Proclamation Recognizing Rose Kelly Cairns Miss Saint Patrick, 2016 Saint Patrick’s Day Parade (Barnes) Previously Presented

PUBLIC HEARING ON RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK

RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK.

This Resolution will allow the County to use 3.5% in calculating its budget cap and allow the County to “bank” or use in future years any amounts not needed in 2016.

INTRODUCTION OF 2016 BUDGET

RESOLUTION INTRODUCING THE 2016 BUDGET FOR THE COUNTY OF GLOUCESTER.

This resolution introduces the 2016 County budget, and schedules an April 20, 2016 public hearing on the budget.

INTRODUCTION OF BOND ORDINANCE

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$14,930,730 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$8,445,143; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

The Bond Ordinance authorizes the issuance of \$8,445,143.00 in bonds or bond anticipation notes to finance the acquisition of various capital equipment and the completion of various capital improvements. **A public hearing and vote for adoption are scheduled for April 20, 2016.**

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS FROM THE TEMPORARY BUDGET.

This Resolution is needed to cancel an amount in the temporary budget under County Debt Service – Interest Other Bonds that was funded higher in the temporary budget than in the permanent budget.

A-2 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MARCH, 2016.

The Treasurer of Gloucester County submits the bill list for March for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list.

A-3 RESOLUTION CONSENTING TO THE REFUNDING OF CERTAIN OUTSTANDING BONDS OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ISSUED TO FINANCE THE COSTS OF A CAPITAL IMPROVEMENT PROGRAM IN, BY AND FOR THE COUNTY; AUTHORIZING AND APPROVING THE ENTERING INTO, EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT WITH THE AUTHORITY RELATING TO THE ISSUANCE BY THE AUTHORITY OF ITS COUNTY GUARANTEED LOAN REVENUE REFUNDING BONDS (COUNTY CAPITAL PROGRAM), SERIES 2016, IN ONE OR MORE SERIES; AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID FINANCING.

Pursuant to this Resolution, the Freeholders consent to the issuance by the Authority of its County Guaranteed Loan Revenue Refunding Bonds (County Capital Program), Series 2016, which will be issued to refund the Authority's County Guaranteed Loan Revenue Bonds (County Capital Program), Series 2008 to achieve debt service savings. Additionally, the Resolution authorizes the County to enter into a Second Amendment to Loan Agreement, Continuing Disclosure Agreement and Bond Purchase Contract, each in connection with the County Guaranteed Loan Revenue Refunding Bonds (County Capital Program), Series 2016.

A-4 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

The Plaintiff, WNA Realty, LLC/Albert Tires v. West Deptford Township, Docket Numbers 3099-2014, 1872-2015, represented by Jennifer R. Jacobus, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 349, Lot 6.03; and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

A-5 RESOLUTION AUTHORIZING A CONTRACT WITH TYCO INTEGRATED SECURITY, LLC FROM MARCH 27, 2016 TO MARCH 26, 2017 IN AN AMOUNT NOT TO EXCEED \$40,000.00.

Tyco Integrated Security, formerly known as ADT Security Services, Inc., installed and maintained the County security access control system in various county buildings since its installation in 2006. Due to the age of the system it is now considered *legacy* and servicing the system has become proprietary to the installer. Additionally, the Schlage Geometric Hand Readers in all county facilities were purchased and licensed through the Tyco Company. Replacement of these units require the licensed Vendor or purchasing Vendor (Tyco) to interact with Schlage to correct issues. This Contract would allow Tyco Integrated Security to continue performing routine maintenance/replacement on all currently installed Casi-Rusco/Lenel access control equipment from March 27, 2016 to March 26, 2017 in an amount not to exceed \$40,000.00.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, FROM MARCH 1, 2016 TO FEBRUARY 28, 2017, IN AN AMOUNT NOT TO EXCEED \$69,000.00.

As part of the regional EMS services program the County is required to have a medical director. RFP# 016-023 was prepared and it is recommended the contract be awarded to Cooper University Hospital, Division of EMS/Disaster Medicine with an address of 1 Cooper Plaza, Keleman 152, Camden, New Jersey 08103. This contract is for an amount not to exceed \$69,000.00, from March 1, 2016 to February 28, 2017.

B-2 RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE SUPPORT AND SYSTEM MAINTENANCE COVERAGE WITH CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. THROUGH STATE CONTRACT #A83908, FROM MARCH 16, 2016 TO MARCH 15, 2017, IN THE TOTAL AMOUNT OF \$21,228.80.

Resolution authorizing the purchase of NAS Device for archiving long term storage for the Voice Recording System, plus 24 X 7 extended coverage to include all software, hardware and labor, onsite or remote for 1st year plus installation & training from Carousel Industries of North America, Inc. from March 16, 2016 to March 15, 2017. C.A.F. #16-01717 has been obtained to certify funds.

B-3 RESOLUTION AUTHORIZING A CONTRACT WITH COUNTY BUSINESS SYSTEMS, INC., FROM JANUARY 1, 2016 TO DECEMBER 31, 2017, IN AN AMOUNT NOT TO EXCEED \$74,500.00 PER YEAR.

The contract with County Business Systems is for professional support, services and expertise in preparing all Poll Books for all said Elections in the County. Pursuant to N.J.S.A. 19:31-2, the County Superintendent of Elections maintains the official voter registry list and voter signature list for each voter in the County. County Business Systems accepts, converts, and merges the voter data files and signatures into their existing data base to print binded Poll Books for the 229 Districts in Gloucester County. Due to the County's 90 day notice requirement, the County cannot anticipate how many elections will be held during the course of a year, therefore the contract is not to exceed \$74,500.00 per year.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM MARCH 13, 2016 TO MARCH 12, 2018 IN AN AMOUNT NOT TO EXCEED \$600,000.00 PER YEAR.

This Resolution authorizes the award of a contract to South State Inc. (202 Reeves Road, Bridgeton, NJ 08302) for the furnishing of milling and profiling services for County roadways. This contract will be for a two (2) year period from March 13, 2016 to March 12, 2018, 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 \$600,000.00, per contract year, in accordance with PD# 016-008. 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.

C-2 RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND GRANT CONTRACT FOR THE CULVERT REPLACEMENT & REPAIR WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION.

This Resolution authorizes submission of a Grant Application and execution of a Grant Contract with the New Jersey Department of Transportation for the culvert replacement and repair project. This application is identified as LAIF-2016 grant for the Fiscal Year 2016, for Engineering Project #15-13.

C-3 RESOLUTION AUTHORIZING A CONTRACT WITH ARAWAK PAVING CO., INC. FOR ROAD IMPROVEMENTS IN THE BOROUGH OF PITMAN FOR \$523,900.00.

This Resolution will authorize and approve a construction contract between the County and Arawak Paving Co., Inc. in the total amount of \$523,900.00, for the Engineering project "Proposed Resurfacing and Safety Improvements to East Holly Avenue, County Route 624 from Broadway, CR553A to Delsea Drive, Route 47 in the Borough of Pitman, Gloucester County, New Jersey." NJDOT Project No. 6215304 TTF-Funds Exchange, Engineering Project #15-02FA, (hereinafter the "Project"). This contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, February 10, 2016. Arawak Paving Co., Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The project will consist of milling and resurfacing from Broadway, County Route 553A to west of Delsea Drive, State Highway Route 47 in Borough of Pitman. CAF #16-01975 has been obtained to certify funds. This project is 100% Federally Funded.

C-4 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR RESURFACING AND SAFETY IMPROVEMENTS TO COUNTY ROADS IN THE BOROUGH OF GLASSBORO & PITMAN AND THE TOWNSHIP OF MANTUA FOR \$3,612,925.50.

This Resolution authorizes a contract between the County and South State, Inc. (202 Reeves Road, Bridgeton, NJ 08302) for the Engineering Project 14-17FA in the total amount of \$3,612,925.50. This contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, February 3, 2016. South State, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The project will consist of milling and paving of Main Street (CR553/553ALT) in Glassboro, Broadway (CR 553ALT) in Pitman and Lambs Road (CR 635) in Mantua from the Elk Township line to Woodbury-Glassboro Road. This project is 100% State funded. CAF #16-01926 was obtained to certify funds.

C-5 RESOLUTION AUTHORIZING A CONTRACT WITH FEDERICI & AKIN, P.A., IN AN AMOUNT NOT TO EXCEED \$60,000.00.

This Resolution will authorize the County to enter into a Professional Services Contract with Federici & Akin, P.A., Consulting Engineers (307 Greentree Road, Sewell, NJ 08080) in an amount not to exceed \$60,000.00 to provide Engineering design and surveying services to and for the County, per RFP# 016-021, for the project "Resurfacing of Main Street (County Route 553Alt) between Bridgeton Pike (State Route 45) and New York Avenue in Mantua Township" Engineering Project #16-01.

DEPARTMENT OF EDUCATION**FREEHOLDER BARNES
FREEHOLDER JEFFERSON****DEPARTMENT OF PARKS &
LAND PRESERVATION****FREEHOLDER DIMARCO
FREEHOLDER CHILA****E-1 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY COHAWKIN ROAD LLC, FOR \$606,768.75.**

This Resolution authorizes the purchase of the development rights on properties in the Township of East Greenwich, known as Block 1304, Lot 2, owned by Cohawkin Road LLC, as per the application made to the Gloucester County Farmland Preservation Program. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property. The acquisition of the said development rights is based on a certified value of \$18,750 per acre (approximately 32.361 acres), which was determined as per two appraisals completed by two State-certified appraisers for \$606,768.75. The property is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$3,300.00 for Steven Bartelt and \$3,000.00 for R.W. Frankenfield Associates. This property is contiguous to more than 300 acres of previously preserved farmland. CAF# 16-01789 has been obtained to certify funds.

E-2 RESOLUTION AUTHORIZING THE TERMINATION OF EASEMENTS PREVIOUSLY TRANSFERRED AND CONVEYED TO THE COUNTY BY COHAWKIN ROAD, LLC IN THE TOWNSHIP OF EAST GREENWICH.

This Resolution authorizes a Termination of Easements Agreement between the County and Cohawkin Road, LLC (hereinafter "Cohawkin") regarding easements in, over and across properties of Cohawkin in the Township of East Greenwich known as Block 1304, Lot 2 (hereinafter the "Easement Property"). The Easement Property is scheduled to be preserved as farmland through the County's Farmland Preservation Program. The Easement Property had previously received subdivision approval from the East Greenwich Township and Gloucester County Planning Boards; however the property was never developed, and the landowner instead has now chosen to enter the Easement Property into the County's Farmland Preservation Program. As the property is now scheduled to be preserved as farmland, the easements required for the subdivision are no longer necessary. This Resolution approves the termination of the easements, which were conveyed to the County as a condition of the prior County Planning Board approval. As a condition of this Agreement, the termination of the easements will occur immediately prior to the County's purchase of the development easements of the Easement Property so as to ensure that the farmland preservation process reaches a successful conclusion and the easements are not vacated prematurely.

E-3 RESOLUTION AUTHORIZING THE PURCHASE OF BLOCK 383, LOT 10, IN THE TOWNSHIP OF DEPTFORD FROM THE COUNTY OPEN SPACE PRESERVATION TRUST FUNDS FOR \$99,000.00.

This Resolution authorizes and approves a Memorandum of Agreement between the County and the Old Pine Farm Natural Land Trust (hereinafter the "Trust") for shared funding for the purchase of the Sara J. Willoughby property (hereinafter the "Property"), known as Block 383, Lot 10, in the Township of Deptford, in the amount of \$99,000.00. The Trust has entered into an Agreement of Sale for the Property, and has previously made application to the New Jersey Green Acres Program seeking to utilize Green Acres funding in the purchase of the Property, and preserve it permanently as Open Space. The purchase price of the Property under the Agreement based on the certified appraisals has been set at \$199,000.00, with the Trust being required to provide 49.75%, or \$99,000.00, of the purchase price and Green Acres providing the remaining 50.25%. Due to funding difficulties the Trust is seeking the assistance of the County in providing their required 49.75% in matching funds, and the County has determined that it would be in its best interests to participate in the purchase of the Property using Open Space Preservation Trust Funds, thus ensuring that the Property will remain forever preserved as Open Space. The Property is approximately 1.304 acres in size, and is surrounded by 31+/- acres of previously preserved Open Space that is also owned and managed by the Trust as a natural area. The County will have no ownership interest in the Property, as it will also be owned and managed by the Trust as a natural area. The Memorandum of Agreement between the County and the Trust also states that the funding as provided by the County is to be utilized solely towards the acquisition of the Property, and can be used for no other purpose. CAF# 16-01788 was obtained to certify funds.

E-4 RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., FROM MARCH 5, 2016 TO MARCH 4, 2017 IN AN AMOUNT NOT TO EXCEED \$150,000.00 PER CONTRACT.

This Resolution authorizes contracts with Bach Associates and Federici and Akin, P.A. for the required surveying/engineering work needed for the land preservation projects the County will be working on over the next twelve months, per RFP# 16-020. 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 work plan and personnel availability, and anticipated costs. Contract terms are from March 5, 2016 to March 4, 2017 in an amount not to exceed \$150,000.00 per contract.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC., FOR BROKER SERVICES FROM MARCH 1, 2016 TO FEBRUARY 28, 2017 FOR \$150,000.00.

This Resolution awards a contract to William R. Carey & Company, Inc., as per RFP# 016-022 for specialized broker services in the placement of aggregate excess loss medical coverage for the Department of Correctional Services from March 1, 2016 to February 28, 2017 for \$150,000.00. CAF#16-02008 has been obtained to certify funds.

F-2 RESOLUTION AUTHORIZING THE COUNTY TO MODIFY THE CURRENT CONTRACT AND ALL OTHER DOCUMENTS WITH PROKURE SOLUTIONS LLC TO REFLECT THE COMPANY'S NAME CHANGE ONLY TO "CLARION, LLC."

The County has an existing contract with Prokure Solutions, LLC for the provision of various cleaning solutions for use by Buildings and Grounds Department. This Resolution authorizes a name change to "Clarion, LLC" for administrative purposes, to accurately reflect present name of vendor. All other terms and conditions of PD# 14-004 will remain unchanged.

F-3 RESOLUTION AUTHORIZING A CONTRACT WITH TRI-M GROUP, LLC FOR ON-CALL MAINTENANCE, SERVICE AND REPAIRS TO ANDOVER HVAC CONTROL SYSTEMS FROM FEBRUARY 18, 2016 TO FEBRUARY 17, 2017 IN AN AMOUNT NOT TO EXCEED \$75,000.00.

This Contract is for on-call maintenance, service and repairs to Andover HVAC Control Systems from February 18, 2016 to February 17, 2017 in an amount not to exceed \$75,000.00. The Andover HVAC Control System is a proprietary system with authorized vendors based on geographic area. TRI-M Group, LLC is an authorized County vendor. This Contract is necessary in order to keep the various County buildings with Andover Controls functioning and operating correctly. This Contract will be awarded without public advertising for bids pursuant to N.J.S. 40A:11-5(1)(dd), as the subject matter of the Contract is goods and/or services for the support or maintenance of proprietary hardware and/or software, which is integrally related to existing systems previously installed in the County. This provision is an exception to the Local Public Contracts Law.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING THE DIVISION OF SOCIAL SERVICES TO MAKE ALL NECESSARY STATE-MANDATED PAYMENTS FROM ITS "ASSISTANCE ACCOUNT" FOR VARIOUS PURPOSES AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS.

This Resolution authorizes the Division of Social Services to make all necessary payments from its "Assistance Account" on an as-needed basis to fulfill the County's obligations under the State Work First New Jersey, Temporary Assistance to Needy Families Program (TANF) and the Supplemental Security Income Program (SSI). The TANF program includes payments made on a case-by-case, as-needed basis for the benefit of qualifying families for such purposes as emergency housing in shelters and motels, rental assistance, transportation, and furniture and household items. The State and Federal Government provide ninety-five percent of these funds and require the County to provide five percent. SSI is a federal program administered by the State that provides benefits to certain elderly and disabled persons, such as funds for burials and emergency assistance. The State initially provides seventy-five percent of these SSI funds and requires the County to provide twenty-five percent, all of which share is ultimately refunded to the County by the State. The funds that must be paid in advance by the County under both of these programs are placed in the Division of Social Services "Assistance Account", and the payments are made by that agency on an as-needed basis as required under the programs. The amount of \$661,675.00, most of which will be refundable by the State, is being allocated to the Assistance Account in anticipation of the total amount that will be required for such purposes in the year 2016; however, neither the actual amount or specific purpose of any given payment nor the actual total amount of payments can be determined beforehand, and therefore the amount of necessary funds to be placed in the account may be subject to change from time to time.

G-2 RESOLUTION AUTHORIZING A LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR MAINTENANCE OF PROPRIETARY SOFTWARE FROM APRIL 1, 2016 TO MARCH 31, 2017 FOR \$62,855.22.

This Resolution authorizes execution of a license maintenance agreement with Unitronix Data Systems, Inc., 1124 Route 202, Raritan, NJ 08869, to provide service and maintenance of proprietary software for the Division of Social Services (i.e., ABACUS, Fraud Collection Turnkey System (WEB), in the amount of \$43,038.94 and A.O.S.S. Card registration (WEB), in the amount of \$19,816.28). The total contract

amount is \$62,855.22 from April 1, 2016 to March 31, 2017. CAF#16-01578 has been obtained to certify funds.

G-3 RESOLUTION AUTHORIZING A CONTRACT WITH ACRO SERVICE CORPORATION THROUGH STATE CONTRACT #A83534 FROM APRIL 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$60,000.00.

This Resolution authorizes a contract with ACRO Service Corporation for the County's Division of Social Services to hire three (3) temporary employees, through State Contract #A83534, for the position of Data Entry Operator Senior, to work Monday through Friday, 35 hours per week, at the rate of \$18.71 an hour, from April 1, 2016 to December 31, 2016. The contract is in an amount not to exceed \$60,000.00.

Old Business

New Business

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

Adjournment

MINUTES

6:30 p.m. Wednesday, March 2, 2016

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	
Jefferson	X	
Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from February 17, 2016.

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

Comments: N/A

49739 Proclamation Recognizing March 2016 as Developmental Disabilities Awareness Month (PRESENTED) (Jefferson)

49740 Proclamation in recognition of Jeremy Patrick Laubsch for achieving the "Rank of Eagle Scout", the highest rank offered by the Boy Scouts of America (PREVIOUSLY PRESENTED) (Christy)

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

49741 RESOLUTION AUTHORIZING A CONTRACT WITH THE TREE HOUSE, INC., FROM MARCH 2, 2016 TO MARCH 1, 2017 IN AN AMOUNT NOT TO EXCEED \$80,000.00.

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

Comments: N/A

49742 RESOLUTION AUTHORIZING A CONTRACT WITH REHAB CLINICS (SPT), INC., DBA NOVACARE REHABILITATION FROM JANUARY 1, 2016 TO DECEMBER 31, 2017 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR.

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

Comments: N/A

49743 RESOLUTION AUTHORIZING LEASES OF COPIERS FROM RICOH USA, INC. FROM JANUARY 1, 2016 TO DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$120,000.00 PER YEAR.

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

Comments: N/A

49744 RESOLUTION AUTHORIZING A CONTRACT WITH DREW & ROGERS, INC., FROM MARCH 26, 2016 TO MARCH 25, 2018 IN AN AMOUNT NOT TO EXCEED \$35,000.00 PER YEAR.

	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

49745 RESOLUTION AUTHORIZING CONTRACT INCREASE WITH MOTOROLA SOLUTIONS, INC. BY \$77,969.00 TO THROUGH STATE CONTRACT #A83909.

	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**

49746 RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE, INC. FOR TWO YEARS FROM APRIL 4, 2016 TO APRIL 3, 2018 IN AN AMOUNT NOT TO EXCEED \$2,500,000.00 PER YEAR.

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

Comments: N/A

49747 RESOLUTION AUTHORIZING A CONTRACT WITH ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. FOR \$117,177.15.

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

Comments: N/A

49748 RESOLUTION AUTHORIZING A CONTRACT WITH CONSULTING ENGINEER SERVICES FOR \$27,471.73.

	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**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

49749 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND MAINTENANCE FROM SOFTWARE HOUSE INTERNATIONAL THROUGH STATE CONTRACT #A89851 FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 FOR \$59,750.00.

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

Comments: N/A

49750 RESOLUTION APPROVING THE WRITTEN FIVE-YEAR PLAN OF THE GLOUCESTER COUNTY SURROGATE.

	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**

49751 RESOLUTION AUTHORIZING THE SUBMISSION OF FY2017 MUNICIPAL ALLIANCE PLAN AND GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE IN THE AMOUNT \$391,915.00.

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

Comments: N/A

49752 RESOLUTION AUTHORIZING CONTRACT WITH CENTER FOR FAMILY SERVICES, INC., IN AN AMOUNT NOT EXCEED \$82,460.00 PER YEAR, FROM JANUARY 1, 2016 TO DECEMBER 31, 2018.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco	X		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

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

Comments: N/A

Time: 6:50 PM

~PROCLAIMING~
ENGINEER'S WEEK
IN THE
COUNTY OF GLOUCESTER
FEBRUARY 21-27, 2016

WHEREAS, Engineer's Week is dedicated to increase the understanding and importance of engineering and the innovations that engineers bring to the world; and

WHEREAS, engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and

WHEREAS, facing the major technological challenges of our time, engineers rebuild towns devastated by natural disaster, clean up the environment, assure safe, clean sources of energy, and design information systems to support our population into the future; and

WHEREAS, Engineer's Week promotes recognition among parents, teachers and students of the importance of a highly technical education integrating math, science and technology and motivates youth to pursue engineering careers in order to provide a diverse and vigorous engineering workforce; and

WHEREAS, we will look forward to the important efforts of engineers to meet the challenges of the 21st century and improve the quality of life for people throughout Gloucester County.

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby proclaim February 21st through February 27th 2016 as **Engineer's Week** in Gloucester County.*

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of February, 2016.

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:

Chad M. Bruner, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING

GLASSBORO SHOPRITE HUNGER FIGHTING HEROES AS A WINNER OF THE SHOPRITE PARTNERS IN CARING CHEERIOS CONTEST 2016

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Glassboro ShopRite for being a winning store in the annual ShopRite Partners in Caring Cheerios Contest and to recognize all of the "Hunger Fighting Heroes" who participated; and

WHEREAS, ShopRite associates across six states banded together in a friendly competition called the ShopRite Partners in Caring Cheerios Contest sponsored by ShopRite and General Mills. The theme of this year's contest was "Lending a Hand for Hunger" and in this spirit, ShopRite associates raised \$1.31 million to support regional food banks in communities served by ShopRite stores; and

WHEREAS, the Glassboro ShopRite store held a number of events from daily sales of soft pretzels and hot dogs to weekend sales of deli sandwiches. They hosted a "World's Largest Sausage" sandwich sale event, a "Cheerios NASCAR Day" event, and raised funds through their annual "Welcome Back Rowan" week of events. They also hosted "Partners in Caring Bag for Hunger" with the Glassboro Fire Department, Glassboro VFW Post 679, Glassboro Police Department, SJ Vietnam Veterans, Disabled American Veterans and other civic groups-raising a total of \$10,874.00, which earned Glassboro ShopRite their winning rank; and

WHEREAS, each winning store was awarded with the selection of two associates to be featured on a special-edition Cheerios box sold exclusively at ShopRite. Additionally, Glassboro ShopRite won the Cake Decorating Contest. Both awards came with monetary prizes to be presented to a "Charity of Choice," and Glassboro ShopRite chose the Glassboro Child Development Center to receive both the \$500 donation, and the \$300 donation; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Glassboro ShopRite and their "Hunger Fighting Heroes" for their dedication and service to the community by raising awareness of hunger and for their efforts in helping those in need of food assistance.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 10th day of March 2016.

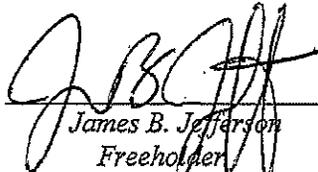

Giuseppe (Joe) Chila
Freeholder Deputy Director

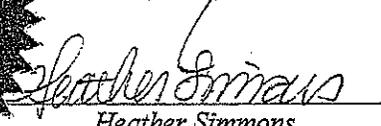

Robert M. Damming
Freeholder Director

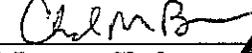

Lyman Barnes
Freeholder

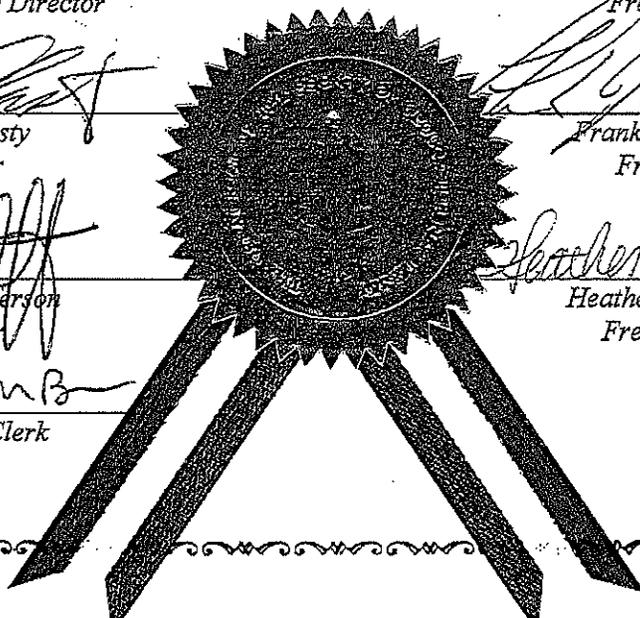

Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

ATTEST: 
Chad M. Bruner, Clerk



Gloucester County

Board of Chosen Freeholders
Proclamation

~IN HONOR OF~
50TH ANNIVERSARY OF
THE MARGARET E. HEGGAN FREE PUBLIC LIBRARY, 1966-2016

WHEREAS, it is the desire of the Board of Chosen Freeholders to honor and recognize the Margaret E. Heggan Free Public Library on its 50th Anniversary; and

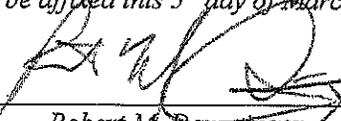
WHEREAS, in 1965, a group of nine civic-minded women, known as the Whitman Square Women's Club, identified a need for a public library in the fast growing community of Washington Township. Due to their commitment to educational and library services, the Washington Township Public Library Association was formed on April 6, 1965; and

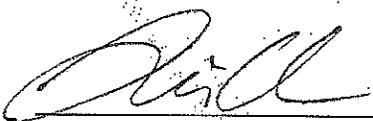
WHEREAS, a campaign was started to collect books and donations during National Library Week, April 26th through 30th, 1965, and the Solar Building Company offered the Russian House, a 24' x 36' sample home, as a temporary facility that was moved to Ganttown Road. The Association held work parties to paint, clean and fix cracks in the building, and with the help of many caring individuals and organizations, the Washington Township Public Library held a Dedication and Open House on February 27th, 1966, officially opening for business on March 3rd, 1966; and

WHEREAS, in 1983, after outgrowing many different buildings and locations, the library was officially named after the late Margaret (Peg) Heggan, a member of the Washington Township Committee and first female mayor of Washington Township. The Friends of the Margaret E. Heggan Free Public Library was formed in 2005, a non-profit organization which supports the library through fundraising and advocacy. In 2011, the library opened its present 20,000 square foot facility on Delsea Drive and continues to serve the residents of Washington Township as a place of learning, culture and community; and

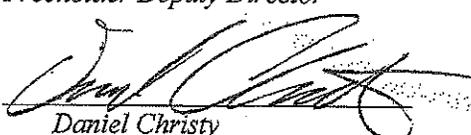
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize the Margaret E. Heggan Library on its 50th Anniversary.

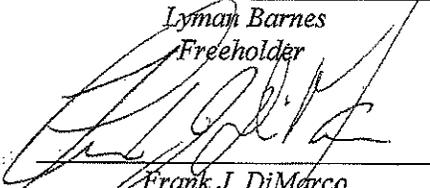
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 5th day of March, 2016.

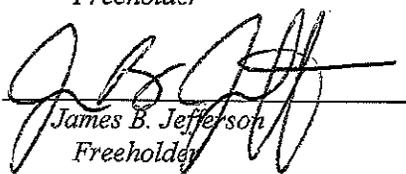

Robert M. Damming
Freeholder Director


Giuseppe (Joe) Chila
Freeholder Deputy Director


Lyman Barnes
Freeholder


Daniel Christy
Freeholder

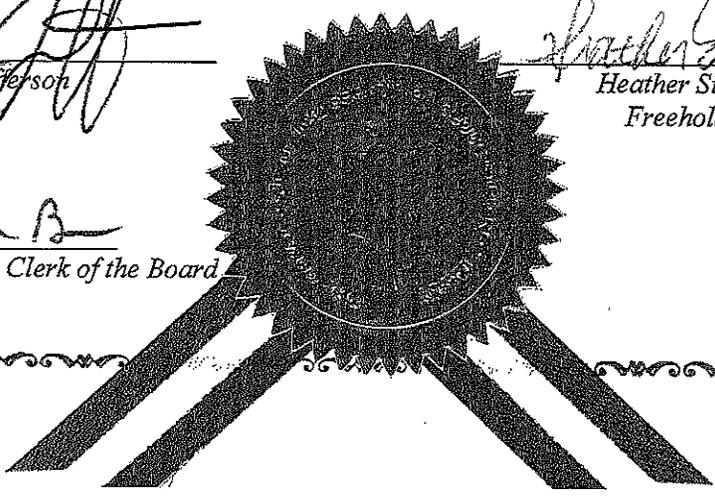

Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

ATTEST:


Chad M. Bruner, Clerk of the Board



Gloucester County

Board of Chosen Freeholders Proclamation

~RECOGNIZING~

Rose Kelly Cairns
Miss Saint Patrick, 2016
Saint Patrick's Day Parade

WHEREAS, Saint Patrick's Day is a heritage and cultural celebration of the Irish involving public parades and festivals and the wearing of green attire or shamrocks on March 17th; and

WHEREAS, in 1902, Saint Patrick's Day became an official public holiday in Ireland with the first Saint Patrick's Day Parade in 1903; and

WHEREAS, Burlington County celebrates Irish Heritage and Culture by hosting a Saint Patrick's Day parade incorporating festivities with Pipe Bands, Irish Band Step Dancers and other examples of Irish traditions; and

WHEREAS, each year, the parade committee selects a Miss Saint Patrick to join the Grand Marshal in leading the parade in downtown Mount Holly. Miss Saint Patrick also receives an educational scholarship to help further her studies; and

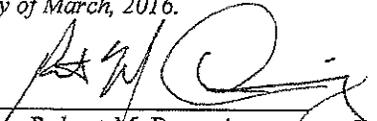
WHEREAS, Rose Kelly Cairns, a resident of Gloucester County, was chosen as Miss Saint Patrick, 2016 for the Burlington County Saint Patrick's Day Parade being held on Saturday, March 5, 2016 at 1:00 PM; and

WHEREAS, Rose takes great pride in her Irish heritage and demonstrates her love of spirituality and hospitality through her achievements. Majoring in education, Rose is a student at Rowan College at Gloucester County (RCGC) with a future goal to attend law school; and

WHEREAS, her extracurricular activities include West Deptford Little Theatre, where she participates in shows and acts as prop manager, and team leader for the Annual Gloucester County Autism Walk. Rose is also employed by St. John of God Religious Education Program where she works as an assistant teacher.

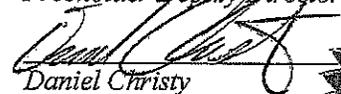
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize **Rose Kelly Cairns** as **Miss Saint Patrick of Burlington County 2016** and commend her for her achievements and celebration of all things Irish.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 16th day of March, 2016.

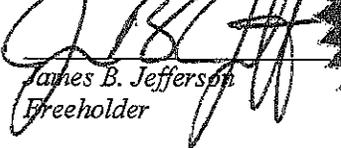

Robert M. Damminger
Freeholder Director


Giuseppe (Joe) Chila
Freeholder Deputy Director

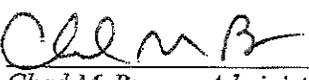

Lyman Barnes
Freeholder

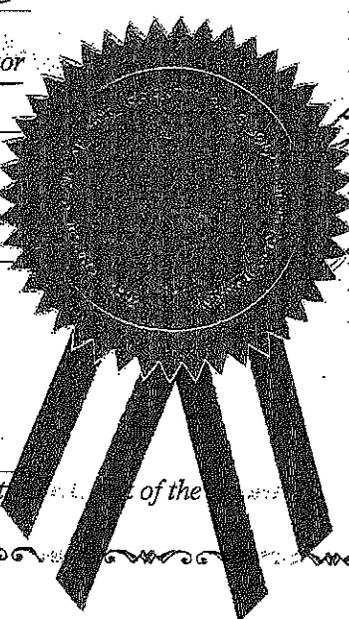

Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

ATTEST:

Chad M. Bruner, Administrator of the



**RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK**

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 0% 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 2016 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 \$3,654,787.75 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 2016 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 \$3,654,787.75, and that the CY 2016 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 21, 2016; 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 16, 2016.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 16, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

INTRODUCTION

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$14,930,730 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$8,445,143; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the Board of Chosen Freeholders of the County of Gloucester, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the County of Gloucester, New Jersey ("County").

Section 2. It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is \$14,930,730;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$8,445,143; and
- (c) a down payment in the amount of \$286,587 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

Section 3. The sum of \$8,445,143, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$286,587, which amount represents the required down payment, together with state and federal grants in the amount of \$6,199,000, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the County in an amount not to exceed \$8,445,143 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed \$8,445,143 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of \$3,000,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the amount of grants for each said purpose; the maximum amount of obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to various Gloucester County College Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)	\$3,000,000	\$0	\$0	\$3,000,000	20 years
B.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	110,000	5,500	0	104,500	15 years
C.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	1,458,530	72,927	0	1,385,603	15 years
D.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	5,635,000	102,500	3,585,000	1,947,500	10 years
E.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,464,000	5,000	1,364,000	95,000	10 years
F.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,000,000	0	1,000,000	0	20 years
G.	Improvements to Guide Rails at various Locations in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	250,000	0	250,000	0	5 years
H.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	417,500	20,875	0	396,625	5 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
I.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	410,000	20,500	0	389,500	7 years
J.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	250,000	12,500	0	237,500	10 years
K.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	935,700	46,785	0	888,915	15 years
TOTAL		\$14,930,730	\$286,587	\$6,199,000	\$8,445,143	

Section 8. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes authorized for said several purposes, is not less than 14.58 years (20.00 years for Section 7A, and 11.60 years for Sections 7B through 7K).

Section 9. Grants or other monies received from any governmental entity, in addition to those described in Section 7 above, will be applied to the payment of, or repayment of, obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 10. The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by \$8,445,143 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 11. The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the County shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 12. The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk of the Board of Chosen Freeholders and available for inspection.

Section 13. The County hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the County prior to the issuance of such bonds or bond anticipation notes.

Section 14. The County hereby covenants as follows:

- (a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

- (b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;
- (c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;
- (d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and
- (e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 15. The improvements authorized hereby are not current expenses and are improvements that the County may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 16. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 17. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: March 16, 2016

Date of Final Adoption: April 20, 2016



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

Notice of Pending Bond Ordinance and Summary.

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, on March 16, 2016. It will be further considered for final passage, after public hearing thereon, at a meeting of the Board of Chosen Freeholders of the County of Gloucester to be held at the Old Court House, 1 N. Broad Street, Woodbury, New Jersey, on April 20, 2016 at 6:30 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the County Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$14,930,730 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$8,445,143; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to various Gloucester County College Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)	\$3,000,000	\$0	\$0	\$3,000,000	20 years
B.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	110,000	5,500	0	104,500	15 years
C.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	1,458,530	72,927	0	1,385,603	15 years
D.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	5,635,000	102,500	3,585,000	1,947,500	10 years
E.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,464,000	5,000	1,364,000	95,000	10 years
F.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,000,000	0	1,000,000	0	20 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
G.	Improvements to Guide Rails at various Locations in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	250,000	0	250,000	0	5 years
H.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	417,500	20,875	0	396,625	5 years
I.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	410,000	20,500	0	389,500	7 years
J.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	250,000	12,500	0	237,500	10 years
K.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	935,700	46,785	0	888,915	15 years
	TOTAL	\$14,930,730	\$286,587	\$6,199,000	\$8,445,143	

Appropriation: \$14,930,730
 Bonds/Notes Authorized: \$ 8,445,143
 Grants (if any) Appropriated: \$ 6,199,000
 Section 20 Costs: \$ 3,000,000
 Useful Life: 14.58 years

CHAD M. BRUNER,
 Clerk of the Board of Chosen Freeholders

This Notice is published pursuant to N.J.S.A. 40A:2-17.

A-1

**RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS
FROM THE TEMPORARY BUDGET**

WHEREAS, after review, it has been determined that certain items must be canceled from the County's temporary budget; and

WHEREAS, the Treasurer has recommended the passage of a resolution to formally cancel certain items contained in the Temporary Budget as follows:

County Debt Service

Interest Other Bonds \$102,186.00

WHEREAS, said action has been reviewed and approved by the County Administrator, and the County Treasurer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the certain items contained in the Temporary Budget as stated above shall be canceled.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 16, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

AZ

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF MARCH 2016**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending March 11, 2016; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending March 11, 2016.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending , as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending March 11, 2016, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 16, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

COUNTY OF GLOUCESTER, NEW JERSEY

RESOLUTION _____

A3

RESOLUTION CONSENTING TO THE REFUNDING OF CERTAIN OUTSTANDING BONDS OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ISSUED TO FINANCE THE COSTS OF A CAPITAL IMPROVEMENT PROGRAM IN, BY AND FOR THE COUNTY; AUTHORIZING AND APPROVING THE ENTERING INTO, EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT WITH THE AUTHORITY RELATING TO THE ISSUANCE BY THE AUTHORITY OF ITS COUNTY GUARANTEED LOAN REVENUE REFUNDING BONDS (COUNTY CAPITAL PROGRAM), SERIES 2016, IN ONE OR MORE SERIES; AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID FINANCING

BACKGROUND

WHEREAS, The Gloucester County Improvement Authority ("Authority") has been duly created by resolution of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") as a public body corporate and politic of the State of New Jersey ("State"), pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State (*N.J.S.A. 40:37A-44 et seq.*), and the acts amendatory thereof and supplemental thereto ("Act"); and

WHEREAS, the Authority is authorized by law, specifically Section 11 of the Act (*N.J.S.A. 40:37A-54(a)*), to provide financing for the provision of "public facilities" (as defined in the Act) for use by the State, the County or any municipality within the County, or any two or more or any subdivisions, departments, agencies or instrumentalities of any of the foregoing for any of their respective governmental purposes; and

WHEREAS, the Authority is authorized by law, specifically Section 12 of the Act (*N.J.S.A. 40:37A-55(h)*), to extend credit or make loans to any governmental unit or person for the planning, design, acquisition, construction, equipping and furnishing of a public facility, upon the terms and conditions that the loans be secured by loan and security agreements, mortgages, leases and other instruments, the payments on which shall be sufficient to pay the principal of and interest on any bonds issued for such purposes by the Authority, and upon such other terms and conditions as the Authority shall deem reasonable; and

WHEREAS, on May 5, 2008, in accordance with the provisions of the Act, the Authority issued its County Guaranteed Loan Revenue Bonds (County Capital Program), Series 2008 in an aggregate principal amount of \$86,650,000 ("Series 2008 Bonds"), the proceeds of which were loaned to the County and were used to fund a capital improvement program of the County consisting of: (i) the final phase of the County Justice Complex expansion consisting of construction, furnishing and equipping of an approximately 130,000 square foot addition to the existing County Justice Complex, renovation of the existing County Justice Complex, utility and site improvements, and construction of a 350-space parking garage (with retail space on the first floor); (ii) additional site remediation and utility and other site improvements for the County recreational facilities located in the Township of Logan, in the County; and (iii) the completion of such other improvements and work and acquisition of equipment and materials as may be necessary or appropriate for the completion of the capital improvements described above, all as more particularly described in the documentation prepared in respect thereof and on file and available for inspection in the offices of the County Administrator and the Secretary of the Authority (collectively, the "2008 Project"); and

WHEREAS, the Series 2008 Bonds were issued pursuant to the terms of a resolution of the Authority entitled, "Resolution of The Gloucester County Improvement Authority Authorizing the Issuance of County Guaranteed Loan Revenue Bonds (County Capital Program)", adopted on February 21, 2008, as supplemented by an award certificate (collectively, the "Original Bond Resolution"); and

WHEREAS, in connection with the loan of the proceeds of the Series 2008 Bonds to the County, the County entered into a Loan and Security Agreement, dated as of May 1, 2008, with the Authority ("Original Loan Agreement"), in an amount sufficient to complete the 2008 Project; and

WHEREAS, on September 24, 2015, in accordance with the provisions of the Act and with the consent of the County, the Authority issued its County Guaranteed Loan Revenue Refunding Bonds (County Capital Program), Series 2015 in an aggregate principal amount of \$46,610,000 ("Series 2015 Bonds"), the proceeds of which were used to: (i) advance refund a portion of the outstanding Series 2008 Bonds maturing on April 1 in each of the years 2019 through 2023, inclusive, and the term Series 2008 Bonds maturing on April 1 in the years 2028 and 2033; and (ii) pay the costs of issuance with respect to the sale and delivery of the Series 2015 Bonds (collectively, the "2015 Refunding Project"); and

WHEREAS, the Series 2015 Bonds were issued pursuant to the terms of a supplemental bond resolution of the Authority entitled, "First Supplemental Resolution to a Bond Resolution Adopted on February 21, 2008; Authorizing the Issuance of Refunding Bonds Under Said Bond Resolution; Amending Supplementing and Clarifying Certain Provisions of Said Bond Resolution; and Taking Related Actions", adopted on April 16, 2015, as supplemented by an award certificate (collectively, the "First Supplemental Resolution"); and

WHEREAS, in connection with the 2015 Refunding Project, the County and the Authority entered into a First Amendment to Loan and Security Agreement, dated September 24, 2015 ("First Amendment to Loan Agreement"), pursuant to which the Authority loaned the proceeds of the Series 2015 Bonds to the County in an amount sufficient to complete the 2015 Refunding Project; and

WHEREAS, at the request of the County, the Authority has agreed to authorize the issuance of its County Guaranteed Loan Revenue Refunding Bonds (County Capital Program), Series 2016 in an aggregate principal amount not-to-exceed \$26,500,000 ("Series 2016 Bonds"), pursuant to the Act and the Original Bond Resolution, as amended and supplemented by the First Supplemental Resolution, and as further amended and supplemented by a supplemental resolution of the Authority entitled, "Second Supplemental Resolution to a Bond Resolution Adopted on February 21, 2008, as Previously Amended and Supplemented on April 16, 2015, Authorizing the Issuance of Refunding Bonds Under Said Bond Resolution; Amending, Supplementing and Clarifying Certain Provisions of Said Bond Resolution; and Taking Related Actions", to be adopted on March 17, 2016 ("Second Supplemental Resolution", together with the Original Bond Resolution and the First Amendment to Bond Resolution and as hereafter further amended and supplemented from time to time shall be referred to herein as the "Bond Resolution"), the proceeds of which will be used to: (i) advance refund the remaining portion of the outstanding callable Series 2008 Bonds in the aggregate principal amount of \$23,605,000 maturing on April 1 in the year 2038; and (ii) pay the costs of issuance with respect to the sale and delivery of the Series 2016 Bonds (collectively, the "2016 Refunding Project"); and

WHEREAS, the County desires to enter into a Second Amendment to Loan Agreement, to be dated as of April 1, 2016 (or such other date as shall be determined by the Authority), by and between the County and the Authority ("Second Amendment to Loan Agreement"; together with the Original Loan Agreement and the First Amendment to Loan Agreement and as hereafter further amended from time to time shall be referred to herein as the "Loan Agreement"), pursuant to which the Authority will lend the proceeds of the Series 2016 Bonds to the County in an amount sufficient to complete the 2016 Refunding Project; and

WHEREAS, pursuant to the terms and provisions of the Loan Agreement, the County will make loan repayments in an amount sufficient to pay, *inter alia*, the principal and redemption premium, if any, of and interest on the outstanding Series 2008 Bonds, Series 2015 Bonds and the Series 2016 Bonds; and

WHEREAS, in order to induce the prospective purchasers of the Series 2016 Bonds to purchase the Series 2016 Bonds, the Series 2016 Bonds shall be secured by an existing guaranty of the County, pursuant to the terms and provisions of that certain, "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", duly and finally adopted on March 18, 2015, guaranteeing the payment, when due, of the principal of and interest on not more than \$80,000,000 of the total aggregate principal amount of the Series 2015 Bonds and the Series 2016 Bonds, all pursuant to and as authorized by Section 37 of the Act (*N.J.S.A. 40:37A-80*) ("County Guaranty"); and

WHEREAS, in connection with the issuance of the Series 2016 Bonds, it is necessary for the County to enter into a Continuing Disclosure Agreement ("Continuing Disclosure Agreement") to provide for the dissemination of secondary market disclosure in compliance with the terms and provisions of Rule 15c2-12 (codified at 17 *C.F.R.* 240.15c2-12), as the same may be further amended, supplemented and officially interpreted from time to time, or any successor provisions thereto, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented (codified as of the date hereof at 15 *U.S.C. 77 et seq.*) ("Rule 15c2-12"), and it is the desire of the Board of the County to approve the contractual obligations of the County pursuant to the terms and provisions of the Continuing Disclosure Agreement in furtherance of compliance with the terms and provisions of Rule 15c2-12.

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

Section 1. In accordance with the Act and all other applicable law, the Board hereby authorizes, approves and consents to: (i) the undertaking and implementation of the 2016 Refunding Project, as contemplated in and permitted by the provisions of the Act, and the financing thereof by means of the Series 2016 Bonds, the Second Amendment to Loan Agreement, the Second Supplemental Resolution and any other agreements to which the Authority shall be a party and as may be necessary for the issuance by the Authority of the Series 2016 Bonds and/or the financing of the 2016 Refunding Project; (ii) the execution and delivery by the Authority of the Second Amendment to Loan Agreement and any other agreements to which the Authority shall be a party and as may be necessary for the issuance by the Authority of the Series 2016 Bonds and/or the financing of the 2016 Refunding Project; (iii) the adoption by the Authority of the Second Supplemental Resolution (provided that the aggregate principal amount of Series 2016 Bonds authorized thereunder shall not exceed \$26,500,000); and (iv) the issuance, sale and delivery of the Series 2016 Bonds.

Section 2. In accordance with Sections 11 and 12 of the Act and all other applicable law, the Board of the County hereby authorizes and approves the execution and delivery by the County of, and the performance by the County of its obligations pursuant to, the Second Amendment to Loan Agreement, the Continuing Disclosure Agreement and any other agreements to which the County shall be a party and as may be necessary for the issuance by the Authority of the Series 2016 Bonds and/or the financing of the 2016 Refunding Project; each in such form as shall be approved by the Office of County Counsel, such approval to be evidenced by the execution and delivery thereof by the Authorized Officer (as hereinafter defined).

Section 3. The County Administrator, and any designee thereof (each an "Authorized Officer"), are each severally authorized and directed to execute and deliver, in the name of the County and on its behalf, the Second Amendment to Loan Agreement, the Continuing Disclosure Agreement, a Bond Purchase Contract for the sale of the bonds to an underwriter and any other agreements to which the County shall be a party and as may be necessary for the issuance by the Authority of the Series 2016 Bonds and/or the financing by the Authority of the 2016 Refunding Project, and the Clerk of the Board of the County and the Deputy Clerk of the Board of the County are each severally authorized and directed to attest to the signature of the Authorized Officer on, and to affix the seal of the County to, the Second Amendment to Loan Agreement and any other agreements to which the County shall be a party and as may be necessary for the issuance by the Authority of the Series 2016 Bonds and/or the financing by the Authority of the 2016 Refunding Project.

Section 4. All actions heretofore taken and documents prepared or executed by or on behalf of the County by the Freeholder-Director, Deputy Freeholder-Director, County Administrator, Treasurer, Budget Officer, Clerk of the Board of the County, Deputy Clerk of the Board of the County, other County officials or by the County's professional advisors, in connection with the 2016 Refunding Project and matters related thereto, and the issuance of the Series 2016 Bonds, are hereby authorized, approved, ratified and confirmed.

Section 5. The Authorized Officer, the Clerk of the Board of the County and the Deputy Clerk of the Board of the County are each hereby severally authorized and directed to execute such closing certificates and other ancillary documents and instruments as may be necessary or desirable for the issuance by the Authority of the Series 2016 Bonds, the financing of the 2016 Refunding Project and all matters related thereto.

Section 6. All ordinances and resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 7. This Resolution shall take effect in accordance with law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 16, 2016 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A-4

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX
COURT TAX APPEALS**

WHEREAS, the Plaintiff, WNA Realty, LLC/Albert Tires v. West Deptford Township, Docket Numbers 3099-2014, 1872-2015, represented by Jennifer R. Jacobus, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 349, Lot 6.03; and

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

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

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

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

Block 349, Lot 6.03, WNA Realty, LLC/Albert Tires v. West Deptford:

Tax Year	Original Assessment	Requested Tax Court Judgment
2014	\$8,114,800	\$7,294,800
2015	\$7,294,800	\$7,294,800

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 16, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

A-4

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER
Eric M. Campo, Esquire
Assistant County Counsel
Attorney Identification No.: 026721998
1200 North Delsea Drive – Building A
Clayton, New Jersey 08312
(856) 307-6425; Fax (856)307-6447

		TAX COURT OF NEW JERSEY COUNTY OF GLOUCESTER
WNA REALTY, LLC/ ALBERT TIRES,		
Plaintiff,		Docket Nos.: 003099-2014 001872-2015
v.		<i>Civil Action</i>
WEST DEPTFORD TOWNSHIP,		Honorable Patrick DeAlmeida, P.J.T.C.
Defendant.		STIPULATION OF SETTLEMENT

1. It is **STIPULATED AND AGREED** that the assessment of the following property be adjusted and a judgment entered as follows:

Block	Lot	Unit Qualifier	
349	6.03		
Street Address		Year	
39 Phoenix Drive		2014	
	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$2,236,500</u>	N/A	<u>\$1,416,500</u>
Improvements	<u>\$5,878,300</u>		<u>\$5,878,300</u>
Total	<u>\$8,114,800</u>		<u>\$7,294,800</u>

Block 349	Lot 6.03	Unit Qualifier	
Street Address 39 Phoenix Drive		Year 2015	
	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$1,416,500</u>	N/A	<u>\$1,416,500</u>
Improvements	<u>\$5,878,300</u>		<u>\$5,878,300</u>
Total	<u>\$7,294,800</u>		<u>\$7,294,800</u>

2. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year 2016 and 2017, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).
3. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
4. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
5. Plaintiff shall not file an appeal for tax year 2016 and 2017 for the subject property except to enforce this settlement.
6. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.
7. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
8. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.

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

JACOBUS & ASSOCIATES, LLC

Dated: _____

JENNIFER R. JACOBUS, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND, CTA
County Tax Assessor

WEST DEPTFORD

Block	Lot	Assessment	Stipulation	Reduction	CountyTax	Total Tax
349	6.03	8,114,800	7,294,800	820,000	\$5,109	\$22,739

A5

RESOLUTION AUTHORIZING A CONTRACT WITH TYCO INTEGRATED SECURITY, LLC FROM MARCH 27, 2016 TO MARCH 26, 2017 IN AN AMOUNT NOT TO EXCEED \$40,000.00

WHEREAS, the County of Gloucester needs to continue a maintenance program for all existing Casi-Rusco/Lenel access control equipment installed in 2006 by ADT Security Systems, Inc., (N/K/A Tyco Integrated Security, LLC) 3601 Eisenhower Avenue, Alexander, VA 22304, in an amount not to exceed \$40,000.00 from March 27, 2016 to March 26, 2017; and

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

WHEREAS, this maintenance agreement provides coverage for the door lock entry systems for the following sixteen specified County facilities: (1) Shady Lane Complex, (2) Administration Building (Hand Readers Only), (3) Prosecution/Corrections (portion of Justice Complex), (4) Vehicle Car Wash, (5) IT Building, (6) 911 Building, (7) Animal Shelter, (8) Govt. Services/Engineering/Planning, (9) Budd Building, (10) Division of Social Services, (11) Board of Elections, (12) Five Point Building, (13) Holly Building/Health Department, (14) Mantua Highway Building, (15) Pitman Golf Course, and (16) 141 Glen Echo Rd, Swedesboro; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board to attest to the contract with Tyco Integrated Security, LLC, for routine maintenance/replacement on all currently installed Casi-Rusco/Lenel access control equipment in an amount not to exceed \$40,000.00 from March 27, 2016 to March 26, 2017; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 16, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A 5

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

THIS CONTRACT is made effective this 16th day of March, 2016, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **TYCO INTEGRATED SECURITY, LLC**, with offices at 3601 Eisenhower Avenue, Alexander, Virginia 22304 hereinafter referred to as "**Contractor**".

RECITALS

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

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

WHEREAS, this maintenance agreement provides coverage for the door lock entry systems for the following specified County facilities: (1)Shady Lane Complex, (2)Administration Building (Hand Readers Only), (3)Prosecution/Corrections (portion of Justice Complex), (4)Vehicle Car Wash, (5)IT Building, (6)911 Building, (7)Animal Shelter, (8)Govt. Services/Engineering/Planning, (9)Budd Building, (10)Board of Social Services, (11)Board of Elections, (12)Five Point Building, (13)Holly Building/Health Department, (14)Mantua Highway Building, (15)Pitman Golf Course, and (16)141 Glen Echo Road, Swedesboro; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. Contractor shall provide a continued maintenance program for door lock entry systems for specified County facilities listed in this Contract for the period from March 27, 2016 to March 26, 2017.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this 27th day of March, 2016.

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

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TYCO INTEGRATED SYSTEMS, LLC

(Please Print Name)

B-1

**RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY
HOSPITAL, FROM MARCH 1, 2016 TO FEBRUARY 28, 2017, IN AN AMOUNT NOT
TO EXCEED \$69,000.00**

WHEREAS, there exists a need for the County to contract for the services of a Medical Director relative to the Gloucester County Regional EMS program; and

WHEREAS, the County requested proposals, via RFP#016-023, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process, and

WHEREAS, the evaluation, based on the established criteria, concluded that Cooper University Hospital Division of EMS/Disaster Medicine located at 1 Cooper Plaza, Keleman 152, Camden, New Jersey 08103, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of services, in an amount not to exceed \$69,000.00; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2016 is conditioned upon the approval of the 2017 Gloucester County Budget; 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, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County and Cooper University Hospital Division of EMS/Disaster Medicine for the provision of services as Medical Director for the Gloucester County Regional EMS program, in an amount not to exceed \$69,000.00, from March 1, 2016 to February 28, 2017; and

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

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of 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 Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, March 16, 2016 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

B-1

**CONTRACT BETWEEN
COOPER UNIVERSITY HOSPITAL,
DIVISION OF EMS/DISASTER MEDICINE
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 16th day of March, 2016, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **COOPER UNIVERSITY HOSPITAL, DIVISION OF EMS/DISASTER MEDICINE**, with offices at 1 Cooper Plaza, Keleman 152, Camden, NJ 08103, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester for professional services as Medical Director for the Gloucester County Regional EMS Program; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period of one (1) year, from March 1, 2016 to February 28, 2017.
2. **COMPENSATION**. Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated February 15, 2016 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 016-023. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$69,000.00.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped.

Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall as set forth be in the County's RFP#016-023, and Vendor's responsive proposal, dated February 15, 2016, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP#016-023.

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

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

The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **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#016-023 issued by the County of Gloucester and Vendor's responsive proposal dated February 15, 2016. Should there occur a conflict between this form of Contract and RFP#016-023, then this Contract

shall prevail. Should there occur a conflict between this Contract or RFP#016-023, and the Vendor's proposal dated February 15, 2016, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this 16th day of March, 2016.

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

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**COOPER UNIVERSITY HOSPITAL
DIVISION OF EMS/DISASTER
MEDICINE**

**By:
Title:**

B-2

RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE SUPPORT AND SYSTEM MAINTENANCE COVERAGE WITH CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. THROUGH STATE CONTRACT #A83908, FROM MARCH 16, 2016 TO MARCH 15, 2017, IN THE TOTAL AMOUNT OF \$21,228.80

WHEREAS, the County of Gloucester has a need to purchase a NAS Device for archiving long term storage for the Voice Recording System, plus 24 X 7 extended coverage to include all software, hardware and labor, onsite or remote for the 1st year plus installation & training; and

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, it has been determined that the County can purchase the said contract from Carousel Industries of North America, Inc., 1160 Stilford Avenue, Plainfield, New Jersey 07060, in the amount of \$21,228.80 through State Contract #A83908; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$21,228.80, pursuant to C.A.F. # 16-01717, which amount, shall be charged against budget line item C-04-13-023-250-23215; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase a NAS Device for archiving long term storage for the Voice Recording System, plus 24 X 7 extended coverage to include all software, hardware and labor, onsite or remote for the 1st year plus installation and training from Carousel Industries of North America, Inc., through State Contract #A83908, from March 16, 2016 to March 15, 2017 for \$21,228.80.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 16, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

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

B-2

Certificate of Availability of Funds

TREASURER'S NO. 16-01717 DATE 2/25/16

C-04-13-023-250-23215

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Emerg. Response

AMOUNT OF CERTIFICATION \$21,228.80
~~\$20,028.80~~ COUNTY COUNSEL Tom Campo

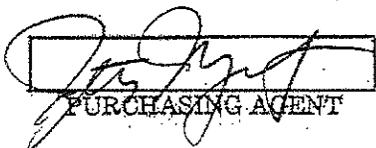
DESCRIPTION: NAS device for archiving (Additional Storage) for voice logger recorder

VENDOR: Carousel Industries

ADDRESS: 1160 Stillford Ave
Plainfield, NJ 07060

DEPARTMENT HEAD APPROVAL

APPROVED


PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED

2-25-16

B-3

RESOLUTION AUTHORIZING A CONTRACT WITH COUNTY BUSINESS SYSTEMS, INC., FROM JANUARY 1, 2016 TO DECEMBER 31, 2017, IN AN AMOUNT NOT TO EXCEED \$74,500.00 PER YEAR

WHEREAS, the County of Gloucester has determined that there is a need for voting material services for the Gloucester County Office of Elections and the Office of the County Clerk, these services will include, but not be limited to, printing of all digitized Poll Books; and

WHEREAS, the County of Gloucester has recommended that said professional services be provided by County Business Systems, Inc., 1574 Reed Road, Pennington, New Jersey, 08534; and

WHEREAS, the contract shall be for estimated units of services, for an amount not to exceed \$74,500.00 per year. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of this contract beyond December 31, 2016 is conditioned upon approval of the 2017 Gloucester County Budget; 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, 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 for Services required to prepare and conduct an Election in accordance with N.J.S.A. 40A:11-5(l).

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 County Business Systems, Inc. for Election Services for the Gloucester County Office of Elections and the Office of the County Clerk, from January 1, 2016 to December 31, 2017, for an amount not to exceed \$74,500.00 per year; and

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

BE IT FURTHER RESOLVED that continuation of this contract beyond December 31, 2016 is conditioned upon the approval of the 2017 Gloucester County Budget.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 16, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

B-3

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

THIS CONTRACT is made effective the 16th day of March, 2016, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “**County**”, and **COUNTY BUSINESS SYSTEMS, INC.**, of 1574 Reed Road, Pennington, New Jersey 08534, hereinafter referred to as “**Contractor**”.

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for voting materials for the Gloucester County Office of Elections and the Office of the County Clerk, these services will include, but not be limited to printing digitalized poll books, accept, convert, and merge additional data files and signatures into existing database for each election; 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, 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 for Services required to prepare and conduct an Election in accordance with N.J.S.A. 40A:11-5(l); and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2016 and concluding December 31, 2017.
2. **COMPENSATION.** Contract shall be for estimated units of service, for an amount not to exceed \$74,500.00 per year, pursuant to the proposal of County Business Systems, Inc., identified as Attachment A, which is attached and made a part of this Contract. Therefore, it is agreed and understood that this is an open-ended contract, requiring the County to purchase only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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 to provide voting material services, these services will include, but not limited to, printing of digitalized poll books, accept, convert, and merge additional data files and signatures into existing database 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 Contractor agrees as follows:

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

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

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies

of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

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

time of termination.

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

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

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

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

candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

11. **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.

12. **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.

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 Contractor shall be suspended without liability for the period during which the County is so prevented.

14. **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.

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

21. **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.

22. **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.

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 contractor'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 made effective the 16th day of March, 2016.

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

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

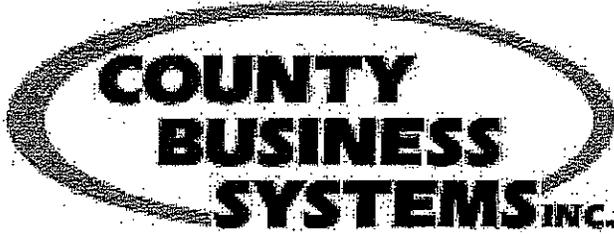
ATTEST:

COUNTY BUSINESS SYSTEMS, INC.

By:

Print Name

ATTACHMENT A



March 3, 2016

Agency: Gloucester County Superintendent of Elections
Project: Digitized Poll Book Printing Service Budget Quote
Attn: Stephanie Salvatore, Superintendent

Scope of Project:

Provide Digitized Poll Book Printing Service for the Gloucester County Superintendent of Elections for a Two Year Period. 1/1/16 through 12/31/17

Budget Quote:

Estimated number of registered voters: 198,500/year

*Note: 24 Municipalities, 229 Voting Districts

Poll book production provided annually for the Primary and General Elections; Also provisions for additional smaller elections (Special School Elections) have been included. Projections are based on the prior one year period from 1/1/15-12/31/15.

Estimated Total Voters Annually:	420,000
Unit Cost per Voter/Signature:	\$0.0525
Total Annual Budget:	\$22,050.00
Two Year Budget Projection:	\$44,100.00



March 3, 2016

Agency: Gloucester County Superintendent of Elections
Project: Voter Registration Lists / Books Printing Service Budget Quote
Attn: Stephanie Salvatore, Superintendent

Scope of Project:

Provide Electronic Laser Printing Service for the Gloucester County Voter Registration Lists. Lists are provided for both the Primary and General Elections each year. Please see attached listing for the breakdown of each election. CD's are provided for the General Election.

Budget Quote:

Based upon the prior two year period, the cost is estimated at \$4,900.00 per year.
Two year period January 1, 2016 thru December 31, 2017 is \$9,800.00.

**COUNTY
BUSINESS
SYSTEMS INC.**

Gloucester County
Superintendent of Elections
2015 Voter Registration Lists
Primary Election 6/2/15

- 1) Six (6) complete sets in Alpha order. Separated and stapled by District;
In County order. Example:

Clayton District 1
Clayton District 2
Through
Woolwich District 8

Box as follows:

Two (2) sets County Clerk
Four (4) sets Board of Elections

- 2) Two (2) complete sets in Alpha order. Bound by County.

Clayton through Woolwich

Note: Two (3) volumes per set; Total of six (6) books

Box as follows:

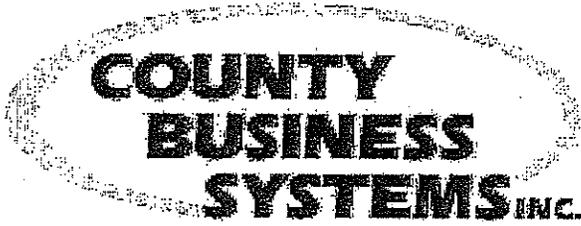
One (1) set Board of Elections
One (1) set County Clerk

- 3) One (1) complete set in Alpha Order.

Bound by Municipality. One (1) book for each municipality.

Twenty-four (24) Municipalities for a total of twenty-four books.

Note: Monroe Township has twenty-six (26) Districts; four (4) Wards. Districts are not listed in a typical numerical sequence (ex. 1, 2, 3 etc.). They are in a random order and we print them exactly how we get them from the County.



Gloucester County
Board of Elections
2015 Voter Registration Lists
General Election - 11/03/15

- 1) Eleven (11) complete sets in Alpha order. Separated and stapled by District;
In County order. Example:

Clayton District 1
Clayton District 2
Through
Woolwich District 5

Box as follows:

Two (2) sets County Clerk
Five (5) sets Board of Elections
Two (2) sets Democratic Committee
Two (2) sets Republican Committee

- 2) Two (2) complete sets in Alpha order. Bound by County.
Clayton through Woolwich

Note: Two (2) volumes per set; Total of four books

Box as follows:

One (1) set Board of Elections
One (1) set County Clerk

- 3) One (1) complete set in Alpha Order.
Bound by Municipality. One (1) book for each municipality.
Twenty-four (24) Municipalities for a total of twenty-four books

4) Three (3) CD's in Alpha Order by District.

Box as Follows:

One (1) Board of Elections/Superintendent

One (1) Democratic Headquarters

One (1) Republican Headquarters

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.

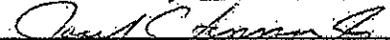
Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded,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

Signed:  Title: Vice President

Print Name: Joseph C. Lennon, Jr. Date: 3/3/16

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.

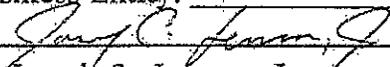
19:44A-20.9. Repayment of contribution

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: County Business Systems Inc.
Signed:  Title: Vice President
Print Name: Joseph C. Lennon, Jr. Date: 3/3/16

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.

C-1

RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM MARCH 13, 2016 TO MARCH 12, 2018 IN AN AMOUNT NOT TO EXCEED \$600,000.00 PER YEAR

WHEREAS, the County of Gloucester (hereinafter the "County") has advertised for the receipt of public bids for the furnishing of milling and profiling services for the County's Public Works/Highway Division, as per PD# 016-008; and

WHEREAS, bids were publicly received and opened on February 24, 2016; 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 furnishing of milling and profiling services for use on county roadways; and

WHEREAS, the contract shall be awarded for a two (2) year period from March 13, 2016 to March 12, 2018, 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 \$600,000.00 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, 2016 is conditioned upon the approval of the 2017 and 2018 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contract for the furnishing of milling and profiling services for use on county roadways, as per County bid specification PD# 016-008, be awarded to South State, Inc., for a two (2) year period from March 13, 2016 to March 12, 2018, for an amount not to exceed \$600,000.00 for each 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; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 16, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C-1

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

THIS CONTRACT is made the 16th day of March, 2016 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 furnishing of milling and profiling services, as per bid PD# 016-008, for use on County roadways; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a two (2) year period from March 13, 2016 to March 12, 2018, 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 600,000.00, 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# 016-008 for the furnishing of milling and profiling services 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.** This Contract consists of this Contract document and the Specifications, and the Proposal, all of which are referred to and incorporated herein by

reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Proposal, then this Contract and the Specifications shall prevail.

THIS CONTRACT shall become effective the 16th day of March, 2016.

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

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SOUTH STATE INC.

(Please Print Name and Title)

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

VENDOR: South State Inc. PO Box 68 Bridgeport, NJ 08302 C. J. Ottlinger Jr. - Pres. 856-451-5300 856-455-3461 Fax	VENDOR: Mount Construction Co., Inc. 427 South White Horse Pike Berlin, NJ 08009 Michael Mazzarella, VP of Business Development 856-768-8493 856-753-1453 Fax
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ITEM	DESCRIPTION	Unit Price	Unit Price
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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.	\$2.49	\$2.55
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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.	\$2.29	\$3.20
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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.	\$1.44	\$2.15
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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. Extend pricing to CoOp Variations: (if any)	\$1.44 YES NONE	\$2.15 NO NONE
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This is a two year contract with the County having the option to extend for one (1) two (2) year contract or two (2) one (1) year contracts.			
Bid specifications sent to:		American Asphalt Company ISQFT-USA Prime Vendor	GWP Enterprises, Inc. Construction Journal Northeast CMT LLC

Based upon the bids received, I recommend South State Inc. be awarded the contract as the lowest responsive, responsible bidder.
Sincerely,

Kimberly Larer
Purchasing

C-2

**RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND
GRANT CONTRACT FOR THE CULVERT REPLACEMENT & REPAIR WITH THE
NEW JERSEY DEPARTMENT OF TRANSPORTATION**

WHEREAS, the County of Gloucester authorizes the Gloucester County Office of the County Engineer to submit an electronic grant application in the amount of \$414,000.00 to the State of New Jersey for a LAIF-2016 grant from the New Jersey Department of Transportation ("NJDOT") for the Fiscal Year 2016, for Engineering Project #15-13.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester formally approves the filing of the above described grant application on behalf of the County; and

BE IT FURTHER RESOLVED that upon award of the grant, the Freeholder Director is hereby authorized to sign and the Clerk of the Board to attest to the grant agreement on behalf of the County and that their signatures constitutes acceptance of the terms and conditions of the grant in the final amount as approved by the NJDOT.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 16, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

C-3

**RESOLUTION AUTHORIZING A CONTRACT WITH ARAWAK PAVING CO., INC.
FOR ROAD IMPROVEMENTS IN THE BOROUGH OF PITMAN FOR \$523,900.00**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project known as "Proposed Resurfacing and Safety Improvements to East Holly Avenue, County Route 624 from Broadway, CR553A to Delsea Drive, Route 47 in the Borough of Pitman, Gloucester County, New Jersey." NJDOT Project No. 6215304 TTF-Funds Exchange, Engineering Project #15-02FA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on February 10, 2016; and

WHEREAS, after following proper public bidding procedure, it was determined that Arawak Paving Co., Inc. (hereinafter "Arawak"), with an office address of 7503 Weymouth Road, Hammonton, NJ 08037, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$523,900.00; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to Arawak for the Project; and the Contractor shall complete all work required for substantial completion of the Project within thirty (30) calendar days after the issuance of the Notice to Proceed; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$523,900.00, pursuant to CAF# 16-01975, which amount shall be charged against budget line items C-04-15-012-165-12209 (\$472,528.27) and C-04-13-012-165-12209 (\$51,371.73) for a total of \$523,900.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board to attest to a contract with Arawak for the Project in the amount of Five Hundred Twenty-Three Thousand Nine Hundred Dollars and Zero Cents (\$523,900.00), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 16, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C-3

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ARAWAK PAVING CO., INC.**

THIS CONTRACT is made effective this 16th day of March 2016, 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 **ARAWAK PAVING CO., INC.**, a New Jersey Corporation, with offices at 7503 Weymouth Road, Hammonton, NJ 08037, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the construction of the "Proposed Resurfacing and Safety Improvements to East Holly Avenue, County Route 624 from Broadway, CR553A to Delsea Drive, Route 47 in the Borough of Pitman, Gloucester County, New Jersey." NJDOT Project No. 6215304 TTF-Funds Exchange, Engineering Project #15-02FA (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within Thirty (30) calendar days after the issuance of the Notice to Proceed.

2. **COMPENSATION.** Contractor shall be compensated in the amount of \$523,900.00 for all labor and materials required to construct the Project, as per the Specifications issued by the County identified as 15-02FA (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the Specifications, which are incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications, and the Bid, which is also incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this 16th day of March 2016.

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

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ARAWAK PAVING CO., INC.

(Please Print Name)

C-3

Office of the County Engineer
 County of Gloucester
 Resurfacing and Safety Improvements to East Holly Avenue, County Route 624 from Broadway, CR553A to Deluca Drive,
 Route 47 in the Borough of Pitman, Gloucester County, NJDOT Project No. 6215304 TTF-Funds Exchange
 Engineering Project #15-02FA

Bid Date: Wednesday, February 10, 2016

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 15-02FA

Bidder 1 of 4 Arawak Paving Company, Inc. 7503 Weymouth Road Hammonton, NJ 08037 John M. Darrell, President jpdarrell@arawakpc.com p 609-561-4100 f 609-567-4750	Bidder 2 of 4 South State Inc. 202 Reeves Road Bridgeton, NJ 08302 Bob Bryen bbryen@southstateinc.com p 856-451-3300 f 856-455-3461	Bidder 3 of 4 RE Pierson Construction Co., Inc. 426 Sverdrborg Road Pilesgrove, NJ 08098 Robert L. Buccala, Vice President info@repierson.com p 856-769-8244 f 856-769-5630	Bidder 4 of 4 A. E. Stone, Inc. 1433 Doughty Road Egg Harbor Twp., NJ 08234 Steven C. Kurtz, President skurtz@astone.com p 609-641-2781 f 609-641-0374
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Item No.	Description	Approx. Quantity	Unit	Bidder 1		Bidder 2		Bidder 3		Bidder 4	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Construction Layout	L.S.	L.S.	\$3,489.95	\$3,489.95	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
2	Clearing Site	L.S.	L.S.	\$50,000.00	\$50,000.00	\$62,000.00	\$62,000.00	\$60,000.00	\$60,000.00	\$172,939.73	\$172,939.73
3	Excavation, Unclassified	250	C.Y.	\$1.00	\$250.00	\$5.00	\$1,250.00	\$0.01	\$2.50	\$5.00	\$1,250.00
4	HMA Milling, 2 1/2" and Variable	16,006	S.Y.	\$3.40	\$54,420.40	\$3.00	\$48,018.00	\$4.00	\$64,024.00	\$3.00	\$48,018.00
5	Hot Mix Asphalt 12.5M 76 Surface Course, 2 1/2" Thick	2,600	Ton	\$70.00	\$182,000.00	\$70.00	\$182,000.00	\$70.00	\$182,000.00	\$75.00	\$195,000.00
6	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00
7	Tack Coat	1,100	Gal.	\$0.01	\$11.00	\$0.01	\$11.00	\$4.25	\$4,675.00	\$0.01	\$11.00
8	Prime Coat	100	Gal.	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00
9	Dense Graded Aggregate Base Course, 6" Thick	350	S.Y.	\$0.01	\$3.50	\$3.00	\$1,050.00	\$8.00	\$1,750.00	\$15.00	\$5,250.00
10	Hot Mix Asphalt 19M64 Base Course, 4" Thick	100	Ton	\$0.01	\$1.00	\$50.00	\$5,000.00	\$55.00	\$5,500.00	\$50.00	\$5,000.00
11	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00
12	Concrete Driveway, Reinforced, 6" Thick	100	S.Y.	\$90.00	\$9,000.00	\$100.00	\$10,000.00	\$80.00	\$8,000.00	\$60.00	\$6,000.00
13	Hot Mix Asphalt Driveway, 2" Thick	25	S.Y.	\$30.00	\$750.00	\$50.00	\$1,250.00	\$20.00	\$500.00	\$25.00	\$625.00
14	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00
15	No Item	--	--	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00
16	9" x 16" Concrete Vertical Curb	1,500	L.F.	\$36.50	\$54,750.00	\$35.00	\$52,500.00	\$50.00	\$75,000.00	\$25.00	\$37,500.00
17	Partial Depth Concrete Repair	25	S.Y.	\$100.00	\$2,500.00	\$150.00	\$3,750.00	\$150.00	\$3,750.00	\$55.00	\$1,375.00
18	Full Depth Concrete Repair, Concrete Class A	125	S.Y.	\$140.00	\$17,500.00	\$300.00	\$37,500.00	\$375.00	\$46,875.00	\$65.00	\$8,125.00
19	Reconstruct Inlet, Type A with New Casting	3	Unit	\$1,400.00	\$4,200.00	\$9,000.00	\$27,000.00	\$2,100.00	\$6,300.00	\$3,700.00	\$11,100.00
20	Reset Existing Castings	5	Unit	\$300.00	\$1,500.00	\$600.00	\$3,000.00	\$450.00	\$2,250.00	\$400.00	\$2,000.00
21	Reset Water Valve Boxes	20	Unit	\$0.01	\$0.20	\$1.00	\$20.00	\$0.01	\$0.20	\$20.00	\$400.00
22	Reset Gas Valve Boxes	20	Unit	\$0.01	\$0.20	\$1.00	\$20.00	\$0.01	\$0.20	\$20.00	\$400.00
23	Concrete Sidewalk, 4" Thick	650	S.Y.	\$78.00	\$50,700.00	\$85.00	\$55,250.00	\$72.00	\$46,800.00	\$55.00	\$35,750.00
24	Detectable Warning Surface (Brick Pavers)	50	S.Y.	\$550.00	\$27,500.00	\$175.00	\$8,750.00	\$315.00	\$15,750.00	\$300.00	\$15,000.00
25	Removal of Traffic Stripes	250	L.F.	\$2.20	\$550.00	\$2.00	\$500.00	\$2.00	\$500.00	\$2.00	\$500.00
26	Traffic Markings, Thermoplastic	300	S.F.	\$4.20	\$1,260.00	\$3.80	\$1,140.00	\$3.80	\$1,140.00	\$3.75	\$1,125.00
27	Traffic Stripes, Long-Life, Epoxy Resin, 4"	16,000	L.F.	\$0.37	\$5,920.00	\$0.34	\$5,440.00	\$0.35	\$5,600.00	\$0.35	\$5,600.00
28	Regulatory, Warning and Guide Signs	250	S.F.	\$33.00	\$8,250.00	\$30.00	\$7,500.00	\$20.00	\$5,000.00	\$30.00	\$7,500.00
29	Reflective U-Post Inserts	40	Unit	\$40.00	\$1,600.00	\$37.00	\$1,480.00	\$10.50	\$420.00	\$35.00	\$1,400.00
30	Reconstruct Inlet, Type Double B with New Casting	3	Unit	\$2,500.00	\$7,500.00	\$15,000.00	\$45,000.00	\$3,500.00	\$10,500.00	\$4,500.00	\$13,500.00

SUMMARY OF BIDS



SPECIFICATION NO. 15-02FA

bidder 1 of 4 Amwak Paving Company, Inc. 7503 Weymouth Road Hammonton, NJ 08037 John M. Barrett, President jbarrett@amwakpaving.com p 609-561-4100 f 609-567-4750	bidder 2 of 4 South State Inc. 202 Reeves Road Bridgeton, NJ 08302 Bob Bryan bbryan@southstateinc.com p 856-451-5300 f 856-455-3461	bidder 3 of 4 RIF Pierson Construction Co., Inc. 426 Swedesboro Road Pilgrimage, NJ 08098 Robert L. Rocca, Vice President info@rifpierson.com p 856-769-8244 f 856-769-5630	bidder 4 of 4 A. E. Stone, Inc. 1435 Daughly Road Egg Harbor Twp., NJ 08234 Steven C. Kurtz, President skurtz@cestone.com p 609-641-2781 f 609-641-0374
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Item No.	Description	Approx. Quantity	Unit	bidder 1 of 4		bidder 2 of 4		bidder 3 of 4		bidder 4 of 4	
				Unit Price	Amount						
31	RPM, Bi-Directional, Amber Lens	155	Unit	\$28.00	\$4,340.00	\$26.00	\$4,030.00	\$28.00	\$4,030.00	\$5.00	\$775.00
32	RPM, Bi-Directional, Blue Lens	10	Unit	\$28.00	\$280.00	\$26.00	\$260.00	\$26.00	\$260.00	\$25.00	\$250.00
33	No Item	--	--		\$0.00		\$0.00		\$0.00		\$0.00
34	No Item	--	--		\$0.00		\$0.00		\$0.00		\$0.00
35	Turf Repair Strip	1,500	L.F.	\$0.01	\$15.00	\$1.00	\$1,500.00	\$0.01	\$15.00	\$0.01	\$15.00
36	Construction Signs	500	S.F.	\$8.00	\$4,000.00	\$0.01	\$5.00	\$10.00	\$5,000.00	\$0.01	\$5.00
37	No Item	--	--		\$0.00		\$0.00		\$0.00		\$0.00
38	Police Traffic Directors	200	M.H.	\$60.00	\$12,000.00	\$60.00	\$12,000.00	\$60.00	\$12,000.00	\$60.00	\$12,000.00
39	Flashing Arrow Board, 4' x 8'	2	Unit	\$100.00	\$200.00	\$1.00	\$2.00	\$100.00	\$200.00	\$0.01	\$0.02
40	Traffic Control Truck With Mounted Crash Cushions	2	Unit	\$100.00	\$200.00	\$10.00	\$20.00	\$1,000.00	\$2,000.00	\$250.00	\$500.00
41	No Item	--	--		\$0.00		\$0.00		\$0.00		\$0.00
42	Drum	125	Unit	\$0.01	\$1.25	\$0.01	\$1.25	\$0.01	\$1.25	\$0.01	\$1.25
43	Traffic Cone	125	Unit	\$0.01	\$1.25	\$0.01	\$1.25	\$0.01	\$1.25	\$0.01	\$1.25
44	Breakaway Barricade	25	Unit	\$0.01	\$0.25	\$0.01	\$0.25	\$0.01	\$0.25	\$0.01	\$0.25
45	Temporary Traffic Stripes, 4"	10,000	L.F.	\$0.20	\$2,000.00	\$0.20	\$2,000.00	\$0.20	\$2,000.00	\$0.20	\$2,000.00
46	No Item	--	--		\$0.00		\$0.00		\$0.00		\$0.00
47	Topsoiling, 4" Thick	250	S.Y.	\$1.00	\$250.00	\$20.00	\$5,000.00	\$0.01	\$2.50	\$5.00	\$1,250.00
48	Fertilizing and Seeding, Type A-3	250	S.Y.	\$0.01	\$2.50	\$1.60	\$375.00	\$0.01	\$2.50	\$1.00	\$250.00
49	Straw Mulching	250	S.Y.	\$0.01	\$2.50	\$0.01	\$2.50	\$0.01	\$2.50	\$0.01	\$2.50
50	No Item	--	--		\$0.00		\$0.00		\$0.00		\$0.00
51	No Item	--	--		\$0.00		\$0.00		\$0.00		\$0.00
52	No Item	--	--		\$0.00		\$0.00		\$0.00		\$0.00
53	Bicycle Safe Grate	9	Unit	\$240.00	\$2,160.00	\$0.50	\$4.50	\$300.00	\$2,700.00	\$250.00	\$2,250.00
54	Curb Piece	8	Unit	\$280.00	\$2,240.00	\$0.50	\$4.00	\$350.00	\$2,800.00	\$400.00	\$3,200.00
55	No Item	--	--		\$0.00		\$0.00		\$0.00		\$0.00
56	No Item	--	--		\$0.00		\$0.00		\$0.00		\$0.00
57	No Item	--	--		\$0.00		\$0.00		\$0.00		\$0.00
58	No Item	--	--		\$0.00		\$0.00		\$0.00		\$0.00
59	No Item	--	--		\$0.00		\$0.00		\$0.00		\$0.00
60	Polymerized Joint Adhesive	13,000	L.F.	\$0.35	\$4,550.00	\$0.01	\$130.00	\$0.01	\$130.00	\$0.01	\$130.00
61	Asphalt Price Adjustment	LS	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
62	Fuel Price Adjustment	LS	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
				Total Bid	\$523,900.00	Total Bid	\$598,765.75	Total Bid	\$589,983.15	Total Bid	\$611,000.00

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

2-22-16
 date

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 16-01975 DATE March 04, 2016

BUDGET NUMBER C-04-15-012-165-12209 (\$472,528.27)
C-04-13-012-165-12209 (\$51,371.73)

AMOUNT OF CERTIFICATION \$ 523,900.00

DEPARTMENT Engineering

COUNTY COUNSEL Emmett E. Primas, Esq.

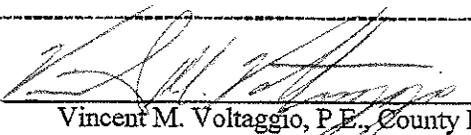
DESCRIPTION OF PRODUCT OR SERVICE

Construction Contract for the Engineering Project "Proposed Resurfacing and Safety
Improvements to East Holly Avenue, County Route 624 from Broadway, CR553A to Delsea
Drive, Route 47 in the Borough of Pitman, Gloucester County, New Jersey." NJDOT Project
No. 6215304 TTF-Funds Exchange, Engineering Project #15-02FA

VENDOR NAME Arawak Paving Co., Inc.

ADDRESS 7503 Weymouth Road

CITY/STATE/ZIP Hammonton, NJ 08037

DEPARTMENT HEAD APPROVAL  3-4-16
Vincent M. Voltaggio, P.E., County Engineer

PURCHASING AGENT _____ DATE _____

FREEHOLDER MEETING DATE March 16, 2016

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

C-4

RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR RESURFACING AND SAFETY IMPROVEMENTS TO COUNTY ROADS IN THE BOROUGHES OF GLASSBORO & PITMAN AND THE TOWNSHIP OF MANTUA FOR \$3,612,925.50

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project known as "Resurfacing and Safety Improvements along Main Street, County Route 553 & Broadway, County Route 553A from East Blvd. north to CR635 then westerly along CR635 to CR553 in the Boroughs of Glassboro & Pitman and the Township of Mantua, Gloucester County" TTF NJDOT Job No. 6200353, Engineering Project #14-17FA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on February 3, 2016; and

WHEREAS, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, 202 Reeves Road, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$3,612,925.50; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to South State for the Project; and the Contractor shall complete all work required for substantial completion of the Project within eighty (80) calendar days after the issuance of the Notice to Proceed; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$3,612,925.50, pursuant to CAF #16-01926, which amount shall be charged against budget line item C-04-15-012-165-12241.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board to attest to a contract with South State, Inc. for the Project in the amount of Three Million Six Hundred Twelve Thousand Nine Hundred Twenty Five Dollars and Fifty Cents (\$3,612,925.50), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 16, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C-4

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

THIS CONTRACT is made effective this 16th day of **March 2016**, 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.**, a New Jersey Corporation, with offices at PO Box 68, 202 Reeves Road, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the construction of the "Proposed Resurfacing and Safety Improvements along Main Street, County Route 553 & Broadway, County Route 553A from East Blvd. north to CR635 then westerly along CR635 to CR553 in the Boroughs of Glassboro & Pitman and the Township of Mantua, Gloucester County" TTF NJDOT Job No. 6200353, Engineering Project #14-17FA (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within Eighty (80) calendar days after the issuance of the Notice to Proceed.
2. **COMPENSATION.** Contractor shall be compensated in the amount of \$3,612,925.50 for all labor and materials required to construct the Project, as per the Specifications issued by the County identified as 14-17FA (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

invoice until the necessary details are provided.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the Specifications, which are incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications, and the Bid, which is also incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or

damages to which it may be entitled, either at law or in equity.

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

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

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to provide the labor and materials that Contractor is required to provide in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-

off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;

(b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this **16th** day of **March 2016**.

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

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

SOUTH STATE, INC.

(Please Print Name and Title)

C-4

Office of the County Engineer
 County of Gloucester
 Resurfacing and Safety Improvements to Main Street (County Route 553/553Alt), Broadway (County Route 553Alt) and Lamba Road (County Route 635) from Conrail line to Woodbury Glassboro Road in the Township of Mantua & the Boroughs of Glassboro and Pitman, Gloucester County, TTP NIDOT Job No. 6200353
 Engineering Project #14-17FA

Bid Date: Wednesday, February 03, 2016

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 14-17FA

bidder 1 of 3	bidder 2 of 3	bidder 3 of 3
South State, Inc. 202 Reeves Road, PO Box 68 Bridgeton, NJ 08302 Chester J. Ottinger, Jr., President cbryan@southstateinc.com p 856.451.5300 f 856.455.3461	A. E. Stone, Inc. 1435 Doughty Road Egg Harbor Township, NJ 08234 Steven C. Kurtz, President skurtz@astone.com p 609.641.2781 f 609.641.0374	Richard R. Pierson Construction Co., Inc. 426 Swedesboro Road, Pilesgrove PO Box 430, Woodstown, NJ 08098 Cherri M. Coles, Assistant Secretary Info@repierson.com p 856.796.8244 f 856.769.5630

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 3		bidder 2 of 3		bidder 3 of 3	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Construction Layout	L.S.	L.S.	\$250,000.00	\$250,000.00	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00
2	Clearing Site	L.S.	L.S.	\$798,000.00	\$798,000.00	\$1,148,840.00	\$1,148,840.00	\$650,000.00	\$650,000.00
3	Excavation, Unclassified	250	C.Y.	\$5.00	\$1,250.00	\$5.00	\$1,250.00	\$40.00	\$10,000.00
4	HMA Milling, 4" and Variable	100,000	S.Y.	\$2.00	\$200,000.00	\$0.01	\$1,000.00	\$3.75	\$375,000.00
5	Hot Mix Asphalt 12.5M 76 Surface Course, 3" Thick	17,700	Ton	\$65.00	\$1,150,500.00	\$65.00	\$1,150,500.00	\$73.00	\$1,292,100.00
6	Hot Mix Asphalt 9.5H64 Leveling Course	1,000	Ton	\$40.00	\$40,000.00	\$65.00	\$65,000.00	\$54.00	\$54,000.00
7	Tack Coat	6,000	Gal.	\$4.50	\$27,000.00	\$0.01	\$60.00	\$2.00	\$12,000.00
8	Concrete Profile Milling	60,000	S.Y.	\$0.10	\$6,000.00	\$0.01	\$600.00	\$1.60	\$96,000.00
9	Dense Graded Aggregate Base Course, 6" Thick	1,000	S.Y.	\$2.00	\$2,000.00	\$5.00	\$5,000.00	\$10.00	\$10,000.00
10	Hot Mix Asphalt 19M64 Base Course, 4" Thick	250	Ton	\$65.00	\$16,250.00	\$65.00	\$16,250.00	\$70.00	\$17,500.00
11	9" x 16" x 12" Monolithic Concrete Vertical Curb & Gutter	300	L.F.	\$30.00	\$9,000.00	\$40.00	\$12,000.00	\$50.00	\$15,000.00
12	Concrete Driveway, Reinforced, 8" Thick	250	S.Y.	\$80.00	\$20,000.00	\$70.00	\$17,500.00	\$75.00	\$18,750.00
13	Hot Mix Asphalt Driveway, 2" Thick	250	S.Y.	\$25.00	\$6,250.00	\$30.00	\$7,500.00	\$15.00	\$3,750.00
14	Bicycle-Safe Grates	20	Unit	\$1.00	\$20.00	\$400.00	\$8,000.00	\$320.00	\$6,400.00
15	Curb Piece	25	Unit	\$1.00	\$25.00	\$400.00	\$10,000.00	\$400.00	\$10,000.00
16	9"x16" Concrete Vertical Curb	7,500	L.F.	\$27.00	\$202,500.00	\$26.00	\$195,000.00	\$45.00	\$337,500.00
17	Partial Depth Concrete Repair	1,000	S.Y.	\$2.50	\$2,500.00	\$5.00	\$5,000.00	\$150.00	\$150,000.00
18	Full Depth Concrete Repair, Concrete Class A	2,500	S.Y.	\$2.50	\$6,250.00	\$5.00	\$12,500.00	\$200.00	\$500,000.00
19	Relocate Fire Hydrant	2	Unit	\$3,000.00	\$6,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00
20	Reset Existing Castings	5	Unit	\$400.00	\$2,000.00	\$600.00	\$2,500.00	\$700.00	\$3,500.00
21	Reset Water Valve Boxes	20	Unit	\$5.00	\$100.00	\$10.00	\$200.00	\$80.00	\$1,600.00
22	Reset Gas Valve Boxes	20	Unit	\$5.00	\$100.00	\$10.00	\$200.00	\$80.00	\$1,600.00
23	Concrete Sidewalk, 4" Thick	1,300	S.Y.	\$100.00	\$130,000.00	\$65.00	\$84,500.00	\$70.00	\$91,000.00
24	Detectable Warning Surface (Brick Pavers)	100	S.Y.	\$265.00	\$26,500.00	\$500.00	\$50,000.00	\$260.00	\$26,000.00
25	Removal of Traffic Stripes	1,000	L.F.	\$0.75	\$750.00	\$1.00	\$1,000.00	\$0.80	\$800.00
26	Traffic Markings, Thermoplastic	4,100	S.F.	\$3.20	\$13,120.00	\$2.25	\$9,225.00	\$3.40	\$13,940.00
27	Traffic Stripes, Long-Life, Epoxy Resin, 4"	93,000	L.F.	\$0.25	\$23,250.00	\$0.30	\$27,900.00	\$0.25	\$23,250.00
28	Regulatory, Warning and Guide Signs	500	S.F.	\$28.00	\$14,000.00	\$30.00	\$15,000.00	\$37.00	\$18,500.00
29	Reflective U-Post Inserts	50	Unit	\$35.00	\$1,750.00	\$35.00	\$1,750.00	\$26.00	\$1,300.00
30	No Item	-	-		\$0.00		\$0.00		\$0.00

SUMMARY OF BIDS



SPECIFICATION NO. 14-17FA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 3		bidder 2 of 3		bidder 3 of 3	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
31	RPM, Bi-Directional, Amber Lens	350	Unit	\$23.00	\$8,050.00	\$25.00	\$8,750.00	\$25.00	\$8,750.00
32	RPM, Bi-Directional, Blue Lens	40	Unit	\$23.00	\$920.00	\$25.00	\$1,000.00	\$25.00	\$1,000.00
33	RPM, Bi-Directional, White Lens	600	Unit	\$23.00	\$13,800.00	\$0.02	\$12.00	\$25.00	\$15,000.00
34	RPM, Bi-Directional, Red/White Lens	50	Unit	\$23.00	\$1,150.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00
35	Turf Repair Strip	5,000	L.F.	\$0.10	\$500.00	\$0.50	\$2,500.00	\$1.50	\$7,500.00
36	Construction Signs	500	S.F.	\$0.01	\$5.00	\$50.00	\$25,000.00	\$12.00	\$6,000.00
37	No Item	--	--		\$0.00		\$0.00		\$0.00
38	Police Traffic Directors	600	M.H.	\$60.00	\$36,000.00	\$60.00	\$36,000.00	\$60.00	\$36,000.00
39	Flashing Arrow Board, 4' x 8'	2	Unit	\$1.00	\$2.00	\$1.00	\$2.00	\$600.00	\$1,200.00
40	Traffic Control Truck With Mounted Crash Cushions	2	Unit	\$100.00	\$200.00	\$100.00	\$200.00	\$4,500.00	\$9,000.00
41	No Item	--	--		\$0.00		\$0.00		\$0.00
42	Drum	500	Unit	\$0.01	\$5.00	\$0.01	\$5.00	\$0.01	\$5.00
43	Traffic Cone	500	Unit	\$0.01	\$5.00	\$0.01	\$5.00	\$0.01	\$5.00
44	Breakaway Barricade	100	Unit	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00
45	Temporary Traffic Stripes	10,000	L.F.	\$0.20	\$2,000.00	\$0.25	\$2,500.00	\$0.20	\$2,000.00
46	No Item	--	--		\$0.00		\$0.00		\$0.00
47	Topsolling, 4" Thick	250	S.Y.	\$10.00	\$2,500.00	\$4.00	\$1,000.00	\$5.00	\$1,250.00
48	Fertilizing and Seeding, Type A-3	250	S.Y.	\$2.00	\$500.00	\$1.00	\$250.00	\$2.00	\$500.00
49	Straw Mulching	250	S.Y.	\$0.01	\$2.50	\$1.00	\$250.00	\$1.00	\$250.00
50	No Item	--	--		\$0.00		\$0.00		\$0.00
51	No Item	--	--		\$0.00		\$0.00		\$0.00
52	No Item	--	--		\$0.00		\$0.00		\$0.00
53	Reconstruct Inlet, Type B with New Casting	6	Unit	\$11,000.00	\$66,000.00	\$1,250.00	\$7,500.00	\$2,500.00	\$15,000.00
54	No Item	--	--		\$0.00		\$0.00		\$0.00
55	Reconstruct Inlet, Type Triple B with New Casting	1	Unit	\$30,000.00	\$30,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
56	No Item	--	--		\$0.00		\$0.00		\$0.00
57	No Item	--	--		\$0.00		\$0.00		\$0.00
58	30" and Variable Pipe Lining	1,200	L.F.	\$190.00	\$228,000.00	\$150.00	\$180,000.00	\$225.00	\$270,000.00
59	Sawing and Sealing Joints in Hot Mix Asphalt Overlay	50,000	L.F.	\$4.75	\$237,500.00	\$2.65	\$132,500.00	\$2.00	\$100,000.00
60	Polymerized Joint Adhesive	67,000	L.F.	\$0.01	\$670.00	\$5.00	\$335,000.00	\$0.01	\$670.00
61	Asphalt Price Adjustment	L.S.	L.S.	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
62	Fuel Price Adjustment	L.S.	L.S.	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				Total Bid	\$3,612,925.50	Total Bid	\$3,641,000.00	Total Bid	\$4,299,871.00

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

2-9-16
 date

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 16-01926 DATE 3-3-16

BUDGET NUMBER C-04-15-012-165-12241

AMOUNT OF CERTIFICATION \$ 3,612,925.50

DEPARTMENT Engineering

COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION OF PRODUCT OR SERVICE

Construction Contract for Resurfacing + Safety
Improvements to County Route 553, 553Alt + 635
in the township of Mantua and the Boroughs
of Glassboro + Pitman.

VENDOR NAME South State, Inc.

ADDRESS P.O. Box 68, 202 Reeves Road

CITY/STATE/ZIP Bridgeton, NJ 08302

DEPARTMENT HEAD APPROVAL Vincent M. Voltaggio, P.E. *VW*

PURCHASING AGENT _____ DATE _____

FREEHOLDER MEETING DATE 3-16-16

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

3-3-16

RESOLUTION AUTHORIZING A CONTRACT WITH FEDERICI & AKIN, P.A., IN AN AMOUNT NOT TO EXCEED \$60,000.00

WHEREAS, the County of Gloucester has a need for Professional Engineering Design Services; and

WHEREAS, this need for said professional services is relative to the project known as "Resurfacing of Main Street (County Route 553Alt) between Bridgeton Pike (State Route 45) and New York Avenue in Mantua Township," Engineering Project #16-01 (hereinafter the "Project"); and

WHEREAS, the County requested proposals, via RFP# 016-021, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the evaluation, based on the established criteria, concluded that Federici & Akin, P.A. Consulting Engineers with an office address of 307 Greentree Road, Sewell, NJ 08080 (hereinafter "Federici"), made the most advantageous proposal to provide said services for an amount not to exceed \$60,000.00; 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.

WHEREAS, a contract with Federici & Akin, P.A. would be for estimated units of service for an amount not to exceed \$60,000.00, as per RFP# 016-021; and

WHEREAS, 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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board to attest to the contract with Federici for Engineering Design Services as set forth in RFP-16-021 and subject to all conditions and requirements of the specifications as to Engineering Project #16-01, for an amount not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) per the prices submitted in its proposal and contingent upon approval by the NJ 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 16, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

C-5

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

THIS CONTRACT is made effective this 16th day of **March 2016**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **FEDERICI & AKIN, P.A., CONSULTING ENGINEERS**, with offices at 307 Greentree Road, Sewell, New Jersey 08080, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for professional engineering services in the nature of engineering design and surveying required for the County's road improvement project known as "Resurfacing of Main Street (County Route 553Alt) between Bridgeton Pike (State Route 45) and New York Avenue in Mantua Township" Engineering Project #16-01 (hereinafter the "Project"); and

WHEREAS, the County issued RFP# 016-021 for the said Professional Engineering Services, to which the Contractor responded; and

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

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES**. This Contract shall be effective for the length of time necessary for the actual completion of the Project.
2. **COMPENSATION**. This Contract shall be for an amount not to exceed \$60,000.00 for the Contract term, so that this is an open ended contract. The Contract shall be for estimated units of service, as set forth in County RFP# 016-021 (hereinafter the "RFP"), and the Vendor's proposal, "Resurfacing & Safety Improvements to Main Street, CR553A RFP# 016-021 from State Route 45 to New York Avenue in the Township of Mantua. Proposal for Engineering Services – Surveying & Design" dated February 2, 2016 (hereinafter the ("Proposal")), which are both incorporated into and made part of this Contract

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

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

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

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP and the Proposal, and only as directed by the County. The Vendor shall render services to and for the County only when requested by the County on an "as-needed" basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract, the RFP, and the Proposal. The RFP and the Proposal are incorporated herein by reference. Should there occur a conflict between this Contract, and the RFP, this Contract shall prevail. Should there occur a conflict between this Contract or the RFP, and the Proposal, then this Contract and the RFP shall prevail.

THIS CONTRACT is dated this 16th day of March, 2016

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto; and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

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

By: _____

(Please Print Name)

(Please Print Title)



FEDERICI & AKIN, P.A.
CONSULTING ENGINEERS

C-5

Joseph P. Federici, Jr. P.E., P.P.
 President
 Douglas E. Akin, P.L.S., P.P.
 Vice President

307 Greenrise Road
 Sewell, New Jersey 08080
 856-589-1400
 Fax 856-582-7976

Bret T. Yates
 Director of Marketing

March 10, 2016
 File No: 15197

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

Re: Resurfacing & Safety Improvements to Main Street, CR553A **RFP #16-021**
 from State Route 45 to New York Avenue in the Township of Mantua.
REVISED -Proposal for Engineering Services – Surveying & Design

Dear Mr. Mercanti,

Federici & Akin is pleased to submit this revised proposal for Engineering Design Services for the Resurfacing & Safety Improvements to Main Street, CR553A from State Route 45 to New York Avenue in the Township of Mantua.

F&A has met with the Gloucester County Engineering department and have amended our proposal accordingly. We have prepared many similar design projects for the County and will bring our expertise and experience to this project. We are familiar with the area, having prepared designs for other sections of CR-553A and through our continuing practice as Municipal Engineer for Mantua Township.

Based on our meeting and the foregoing general scope, we propose to provide the needed engineering design services, bidding assistance, and inspection services on an hourly cost basis in accordance with the following Not to Exceed amounts.

1.	Surveying, base plans & preliminary design	\$20,071.00
2.	Final Design 50%	\$19,532.00
3.	Final Design 90% with quantities	\$17,283.00
4.	Completed Bid Documents for Construction	\$2,941.00
5.	Direct Expenses 8 sets Prints & 1 set Mylars only	\$673.00

TOTAL NOT TO EXCEED \$60,500.00

An estimated man-hour breakdown is attached.

ENGINEERING * SURVEYING * PLANNING



All work will be billed in accordance with our approved 2016 rates. Invoices and progress reports will be provided and tracked together with, but not a part of, other task orders performed under the Capital Project Management program.

If you find the above to be acceptable, please arrange to have a purchase order or equivalent authorization, sent to my attention.

Very truly yours,

FEDERICI & AKIN, P.A.



Bret T. Yates
Project Manager

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

Estimate for Engineering Services - Surveying & Design - Main Street, CR-553A & Mantua Blvd, CR-676
Mantua Township, Gloucester County

Phase	Description	Project Manager	Drafting Technician	Land Surveyor	Surveyor	Surveyor	Clerk	Subtotal Hours	Phase Subtotals
		P.E.	D-III	P.L.S.	Coordinator	2	Typist	For Item	
1a	Surveying & Preliminary Design								\$8,149.00
	Data collection, existing plans, rights of way, easements	1.00						1.00	
	Based on drawings			1.00		6.00		7.00	
	Survey layout, baseline, & controls recovery			1.00	3.00			4.00	
	Cross sections				12.00			12.00	
	Detailed border surveys, driveways, walks, etc				14.00			14.00	
	Base mapping	1.00			4.00			5.00	
	GIS data layers		2.00					2.00	
	Utilities markups	1.00	4.00					5.00	
	Field verification	8.00	8.00					16.00	
1b	Preliminary Design								\$11,922.00
	Profiles	1.00	8.00					9.00	
	Cross sections		10.00					10.00	
	Curb Ramps	1.00	52.50					53.50	
	Driveways, walks, signage & markings		8.00					8.00	
	Intersections, sub controlled - grading	4.00	16.00					20.00	
	Project Report - Problem listing & recommendations	8.00	2.00				1.00	11.00	
	Typical Sections	1.00	8.00					9.00	
	Engineer's Estimate	1.00	8.00					9.00	
	Meetings & Coordination with county & utilities	4.00	2.00					6.00	
	Permit Applications - No permits per RFP								
2	Final Design 50%								\$19,532.00
	Construction Plans & Profiles	30.00	20.00					40.00	
	Estimate of Quantities	4.00	24.00					28.00	
	Traffic Signing & Striping	4.00	24.00					28.00	
	Maintenance & Traffic Control Plans	16.00	24.00					40.00	
	Details	4.00	16.00					20.00	
	Engineer's Estimate	2.00	8.00					10.00	
	Review Comments & Meetings	18.00	16.00				1.00	33.00	

Estimate for Engineering Services - Surveying & Design - Main Street, CR-553A & Mantua Blvd, CR-676
Mantua Township, Gloucester County

SUBTOTAL Salary & Indirect Costs \$59,627.00

DIRECT EXPENSES:

Geotechnical Borings		By others
Prints	\$433.00	
MyIars	\$240.00	

Sub Total \$673.00

GRAND TOTAL \$60,300.00

3/10/2016

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. F&A

RFP-16-021 Engineering Design Services – CR 553A , Mantua- Project 16-01

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Technical Proposal contains all required information All required documentation submitted. <u>5</u> points	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> F&A has provided a very good staffing for this project. Stan Bitgood, has performed very well on several similar project. Bret Yates, very familiar with County procedures and requirements <u>20</u> points.	20
C. <u>Relevance and Extent of Similar Engagements performed</u> F&A has successfully completed several very similar projects recently. Ellis Street project and North Main Street project were good examples <u>20</u> points.	19
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>35</u> points F&A demonstrated a good understanding for this project, they are very familiar with our County procedures and requirements.	32
E. Reasonableness of Cost Proposal <u>20</u> points. They provided a good cost proposal for this project. Slightly lower than anticipated.	20
TOTALS	96

9-1

**RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS
EASEMENT FOR FARM PROPERTY OWNED BY COHAWKIN ROAD LLC, FOR
\$606,768.75**

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, Cohawkin Road LLC, having presented themselves as the owners of the land and premises located in the Township of East Greenwich (hereinafter "East Greenwich"), and known as Block 1304, Lot 2, on the Official Tax Map of the Township of East Greenwich (hereinafter collectively the "Property"), which consists of approximately 32.361 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, Cohawkin Road LLC, as the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of \$606,768.75, which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$606,768.75, pursuant to CAF# 16-01789, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by Cohawkin Road LLC, in the Township of East Greenwich, County of Gloucester, State of New Jersey for \$606,768.75; and
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Cohawkin Road LLC, in regard to the County's purchase of development easements in the farm premises known as Block 1304, Lot 2, in the Township of East Greenwich, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board to attest to same; and
3. The Director of the Board is hereby authorized to execute and the Clerk of the Board, to attest to any other documents necessary to complete this transaction; and

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 16, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

Σ-1

CONTRACT TO SELL DEVELOPMENT EASEMENT

COHAWKIN ROAD, LLC

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: COHAWKIN ROAD, LLC, having an address of 219 Cucinotta Drive, Gibbstown, NJ, 08027 (hereinafter collectively referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter "Buyer")

PROPERTY: Lot 2, Block 1304, in the Township of East Greenwich, County of Gloucester, and State of New Jersey (hereinafter the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 18,750.00 ASSUMED ACREAGE: Approximately 32.361 acres

ESTIMATED GROSS SALES PRICE: \$ 606,768.75

OF EXCEPTIONS: 1 / 1.25 acre non-severable exception

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE

**ATTACHMENTS TO CONTRACT: A - Deed of Easement - yes
B - Conditions on Excepted Land - no
C - Fuel Tank Disclosure - yes**

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each

agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following:
(a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a

portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or

accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisers -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and

legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be

commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.
-

- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no

other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property;
 - (ii) facilities for the drainage of storm, ground or
-

surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this

agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved

from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to

Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer

notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee

agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to

the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which

taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

BUYER:

COHAWKIN ROAD, LLC

COUNTY OF GLOUCESTER

BY:

Joseph L. Duca, Jr.,
Managing Member

BY:

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Federal ID Tax Number

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

COHAWKIN ROAD, LLC

BY: _____
Joseph L. Duca, Jr.,
Managing Member

Date: _____

LEGEND OF ACQUISITION

PURPORTED OWNERS: COHAWKIN ROAD LLC
 STREET ADDRESS: 219 CUCINOTTA DRIVE
 GIBBSTOWN, N.J. 08027

PROJECT NAME _____ ADMIN. AUTH. NO. _____
 SURVEY REFERENCE NO. _____

BLOCK 1304 LOT 2 INTEREST _____
 MUNICIPALITY TOWNSHIP OF EAST GREENWICH COUNTY GLOUCESTER

TOTAL ACRES 32.361

SUBJECT TO:
 ACRES IN ROAD N/A ACRES OF NJ CLAIM N/A ACRES OF OVERLAP N/A
 ACRES WATER N/A ACRES CLOUDED N/A

AREA SUMMARY

TOTAL AREA ACQUIRING	<u>33.611</u>	ACRES
TOTAL EASEMENT AREA TO BE OBTAINED	<u>32.361</u>	ACRES
TOTAL AREA IN ROAD	<u>N/A</u>	ACRES
TOTAL AREA NJ CLAIM	<u>N/A</u>	ACRES
TOTAL AREA OVERLAP	<u>N/A</u>	ACRES
TOTAL AREA UNDER WATER (OUTSIDE NJ CLAIM)	<u>N/A</u>	ACRES
TOTAL AREA CLOUDED TITLE	<u>N/A</u>	ACRES

LOT CURVE TABLE

CORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
74°29'38"E	316.19'	11°04'55"	158.83'
32°23'04"E	455.03'	44°34'01"	245.88'
31°42'33"E	489.44'	44°13'58"	264.15'
74°41'10"E	308.87'	11°05'00"	155.16'

CERTIFICATION OF SURVEYOR

I HEREBY CERTIFY TO THE STATE OF NEW JERSEY, STATE AGRICULTURE DEVELOPMENT COMMITTEE, THE COUNTY OF GLOUCESTER, TOWNSHIP OF EAST GREENWICH, FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO: 64321479-15, (COUNTER SIGNED BY PRESIDENTIAL TITLE AGENCY, INC. AND COHAWKIN ROAD, LLC AND ON THEIR BEHALF, TO THEIR TITLE INSURER THAT THIS PLAN, SURVEY AND CORRESPONDING METES AND BOUNDS DESCRIPTION ARE BASED ON AN ACTUAL LAND SURVEY CONDUCTED UNDER MY IMMEDIATE SUPERVISION AND THAT THIS SURVEY MEETS OR EXCEEDS THE RELATIVE POSITIONAL ACCURACY

**SURVEY OF
 FARMLAND PRESERVATION EA
 BLOCK 1304, LOT 2
 LANDS OF COHAWKIN ROAD
 TOWNSHIP OF EAST GREENWICH**

ALL DOCUMENTS PREPARED BY BACH ASSOCIATES, PC AS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWN OR EXTENSIONS OF THE PROJECT OR ON ANY OTHER REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTA ASSOCIATES, PC FOR THE SPECIFIC PURPOSE INTEND OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL BACH ASSOCIATES, PC; AND OWNER SHALL INDEMN HARMLESS BACH ASSOCIATES, PC FROM ALL CLAIMS, D AND EXPENSES ARISING OUT OF OR RESULTING

REVISIONS

NO.	DESCRIPTION

DRAWING TITLE:

**SURVEY O
 FARMLAN
 PRESERVAT
 EASEMEN**

JOB NO: G02015-1C	DESIGNED BY
DATE:	DRAWN BY:

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 16-01789 **DATE** February 26, 2016

BUDGET NUMBER T-03-08-509-372-20548

AMOUNT OF CERTIFICATION \$ \$606,768.75

DEPARTMENT Office of Land Preservation

COUNTY COUNSEL Emmett Primas, Esq.

DESCRIPTION OF PRODUCT OR SERVICE

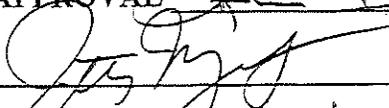
Resolution to acquire a Development Easement on the farm property of Cohawkin Road,
LLC located in the Township of East Greenwich, Block 1304, Lot 2 consisting of
approximately 32.361 acres at \$18,750.00 per acre for a total amount of \$606,768.75 for
Farmland Preservation.

VENDOR NAME Presidential Title Agency Inc.

ADDRESS PO Box 1367, 1546 Blackwood-Clementon Road

CITY/STATE/ZIP Blackwood, NJ 08012

DEPARTMENT HEAD APPROVAL 

PURCHASING AGENT  **DATE** 2-29-16

FREEHOLDER MEETING DATE 3/16/16

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

E-2

RESOLUTION AUTHORIZING THE TERMINATION OF EASEMENTS PREVIOUSLY TRANSFERRED AND CONVEYED TO THE COUNTY BY COHAWKIN ROAD, LLC IN THE TOWNSHIP OF EAST GREENWICH

WHEREAS, in connection with a certain application for subdivision approval previously made to the East Greenwich Township Planning Board (hereinafter the "EGPB"), and the Gloucester County Planning Board (hereinafter the "GCPB"), Cohawkin Road, LLC (hereinafter "Cohawkin") transferred and conveyed a sight easement in, over and across the property known as Lot 2, Block 1304 in East Greenwich Township by and through an instrument titled Deed of Sight Easement dated December 31, 2014 to the County of Gloucester (hereinafter the "County"), which was recorded August 11, 2015 in the Gloucester County Clerk's Office in Deed Book 5353 at Page 139 (hereinafter the "Easement I"); and

WHEREAS, in connection with a certain application for subdivision approval made to the EGPB, and the GCPB, Cohawkin transferred and conveyed a sight easement in, over and across the property known as Lot 2, Block 1304 in East Greenwich Township by and through an instrument titled Deed of Sight Easement dated December 31, 2014 to the County, which was recorded August 11, 2015 in the County Clerk's Office in Deed Book 5353 at Page 144 (hereinafter the "Easement II"); and

WHEREAS, in connection with a certain application for subdivision approval made to the EGPB, and the GCPB, Cohawkin transferred and conveyed a Declaration of Restrictions prohibiting direct access, ingress, or egress to Cohawkin Road from the proposed Block 1304, Lots 2.03, 2.04, 2.05, and 2.06 as shown on a plan entitled "Plan of Major Subdivision of Plate 13, Lot 2, Block 1304", prepared Clancy & Associates, Inc. by and through an instrument titled Declaration of Restrictions dated November 6, 2014 to the County, which was recorded August 11, 2015 in the County Clerk's Office in Deed Book 5353 at Page 149 (hereinafter the "Easement III"); and

WHEREAS, Cohawkin reserved for itself the right to utilize the property burdened by Easement I, Easement II and Easement III, known as Lot 2, Block 1304 in East Greenwich Township (hereinafter the "Easement Property"); and

WHEREAS, Cohawkin continues to own, and is currently the record owner of, the Easement Property; and

WHEREAS, Easement I, Easement II, and Easement III are no longer needed by the County, as Cohawkin has made application to the County to place the Easement Property into the County's Farmland Preservation Program; and

WHEREAS, the Easement Property is not now contemplated to be utilized for development in connection with the certain applications for subdivision approval previously made by Cohawkin to the EGPB and GCPB, as Development Easements forever preserving the Easement Property as farmland are now contemplated to be transferred and conveyed by Cohawkin to the County; so that the said properties will be forever preserved through the County's Farmland Preservation Program; and

WHEREAS, since the Easement Property will be permanently preserved farmland, the County no longer requires Easement I, Easement II, or Easement III; and thereby, it is not necessary that any of the said easements remain of record; and

WHEREAS, since Easement I, Easement II and Easement III are not needed, the County, and Cohawkin, agree that each of the said easements may be terminated; and

WHEREAS, the termination of Easement I, Easement II and Easement III will be conditioned upon the Easement Property being placed into the County's Farmland Preservation Program; so that the termination agreements will only be recorded immediately prior to the County recording a Development Easement Deed, wherein development easements in, over and across the Easement Property are conveyed to the County.

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

1. The County hereby agrees to terminate, and hereby authorizes termination, of Easement I, Easement II and Easement III, and to thereby forever release, remise and discharge the Easement Property from the encumbrance of said easements; and

2. The termination and release of Easement I, Easement II and Easement III by the County shall be conditioned upon the Easement Property being placed into the County's Farmland Preservation Program, and being permanently preserved as farmland by and through the recording of a Development Easement Deed in favor of the County; with any termination agreement only being recorded immediately prior to the recording of such a Development Easement Deed; and

3. The Freeholder Director be and the same hereby is, authorized to execute and the Clerk of the Board to attest to the Termination of Easement Agreements attached hereto, along with any other documents necessary to effectuate the purposes of this Resolution.

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 16, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

E-2

TERMINATION OF EASEMENTS AGREEMENT

THIS TERMINATION OF EASEMENTS AGREEMENT is made as of this _____ day of _____, 2016 by **Cohawkin Road, LLC**, a New Jersey Limited Liabilities Company, having an address of 692 South Evergreen Ave., Woodbury Heights, NJ, 08097, (hereinafter "Cohawkin") and **the County of Gloucester**, a body politic and corporate organized under the laws of the State of New Jersey, whose address is 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter the "County").

WITNESSETH:

WHEREAS, in connection with a certain application for subdivision approval previously made to the East Greenwich Township Planning Board (hereinafter the "EGPB"), and the Gloucester County Planning Board (hereinafter the "GCPB"), Cohawkin Road, LLC (hereinafter "Cohawkin") transferred and conveyed a sight easement in, over and across the property known as Lot 2, Block 1304 in East Greenwich Township by and through an instrument titled Deed of Sight Easement dated December 31, 2014 to the County of Gloucester (hereinafter the "County"), which was recorded August 11, 2015 in the Gloucester County Clerk's Office in Deed Book 5353 at Page 139 (hereinafter the "Easement I"); and

WHEREAS, in connection with a certain application for subdivision approval made to the EGPB, and the GCPB, Cohawkin transferred and conveyed a sight easement in, over and across the property known as Lot 2, Block 1304 in East Greenwich Township by and through an instrument titled Deed of Sight Easement dated December 31, 2014 to the County, which was recorded August 11, 2015 in the County Clerk's Office in Deed Book 5353 at Page 144 (hereinafter the "Easement II"); and

WHEREAS, in connection with a certain application for subdivision approval made to the EGPB, and the GCPB, Cohawkin transferred and conveyed a Declaration of Restrictions prohibiting direct access, ingress, or egress to Cohawkin Road from the proposed Block 1304, Lots 2.03, 2.04, 2.05, and 2.06 as shown on a plan entitled "Plan of Major Subdivision of Plate 13, Lot 2, Block 1304", prepared Clancy & Associates, Inc. by and through an instrument titled Declaration of Restrictions dated November 6, 2014 to the County, which was recorded August 11, 2015 in the County Clerk's Office in Deed Book 5353 at Page 149 (hereinafter the "Easement III"); and

WHEREAS, Cohawkin reserved for itself the right to utilize the property burdened by Easement I, Easement II and Easement III, known as Lot 2, Block 1304 in East Greenwich Township (hereinafter the "Easement Property"); and

WHEREAS, Cohawkin continues to own, and is currently the record owner of, the Easement Property; and

WHEREAS, Easement I, Easement II, and Easement III are no longer needed by the County, as Cohawkin has made application to the County to place the Easement Property into the County's Farmland Preservation Program; and

WHEREAS, the Easement Property is not now contemplated to be utilized for development in connection with the certain applications for subdivision approval previously made by Cohawkin to the EGPB and GCPB, as Development Easements forever preserving the Easement Property as farmland are now contemplated to be transferred and conveyed by Cohawkin to the County;

so that the said properties will be forever preserved through the County's Farmland Preservation Program; and

WHEREAS, since the Easement Property will be permanently preserved farmland, the County no longer requires Easement I, Easement II, or Easement III; and thereby, it is not necessary that any of the said easements remain of record; and

WHEREAS, since Easement I, Easement II and Easement III are not needed, the County, and Cohawkin, agree that each of the said easements may be terminated; and

WHEREAS, the termination of Easement I, Easement II and Easement III will be conditioned upon the Easement Property being placed into the County's Farmland Preservation Program; so that the termination agreements will only be recorded immediately prior to the County recording a Development Easement Deed, wherein development easements in, over and across the Easement Property are conveyed to the County.

NOW, THEREFORE, the County, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, hereby agrees that Easement I, Easement II, and Easement III in, over and across the Easement Property be, and the same hereby are, terminated, extinguished and released; and the County further agrees that the Easement Properties are and forever released and discharged of and from the encumbrance of such easements.

THIS AGREEMENT shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

IN WITNESS THEREOF, the parties hereto have caused this Termination of Easements Agreement to be executed as of the day and year first above written.

COUNTY OF GLOUCESTER

By: _____
ROBERT M. DAMMINGER, Director
Gloucester County Board of Chosen Freeholders

**STATE OF NEW JERSEY
COUNTY OF GLOUCESTER SS.:**

I CERTIFY that on _____, 2016, the subscriber ROBERT M. DAMMINGER, personally came before me and acknowledged under oath, to my satisfaction that this person:
(a) is named in and personally signed this Termination of Drainage Easements Agreement;
(b) signed, sealed and delivered this Termination of Drainage Easements Agreement as the County's act and deed, per a Resolution duly adopted by the Gloucester County Board of Chosen Freeholders; and
(c) is the Director of the Gloucester County Board of Chosen Freeholders.

Signed and sworn to before me on the _____ day of _____, 2016.

(Notary Public)

I, **Joseph L. Duca, Jr.**, as Managing Member of Cohawkin Road, LLC, a New Jersey Limited Liabilities Company, the record owner of the Easement Property, and the Grantor of Easement I, Easement II, and Easement III hereby agrees and consents to this Termination Of Easements Agreement; and further agrees that I, as well as my successors and assigns, are bound by the terms of same.

Witness:

Cohawkin Road, LLC

By: _____
Joseph L. Duca, Jr.,
Managing Member

STATE OF NEW JERSEY ss:
COUNTY OF GLOUCESTER

I certify on the ____ day of _____, 2016, **Joseph L. Duca, Jr.**, Managing Member of Cohawkin Road, LLC, a New Jersey Limited Liabilities Company, personally appeared before me, and stated to my satisfaction that this person was a person authorized to, and did execute this Termination Of Easement Agreements as his free and voluntary act for the purposes set forth herein.

NOTARY

RESOLUTION AUTHORIZING THE PURCHASE OF BLOCK 383, LOT 10, IN THE TOWNSHIP OF DEPTFORD FROM THE COUNTY OPEN SPACE PRESERVATION TRUST FUNDS FOR \$99,000.00

9-3

WHEREAS, The Old Pine Farm Natural Land Trust, Inc. (hereinafter the "Trust"), has entered into an Agreement of Sale for \$199,000.00 with Sara J. Willoughby (hereinafter "Willoughby"), for the purchase of the land known as Block 383, Lot 10, on the Official Tax Map of the Township of Deptford (hereinafter the "Property"); and

WHEREAS, the Trust previously made application to the New Jersey Green Acres Program (hereinafter "Green Acres") seeking to utilize Green Acres funding in the purchase of the Property, and preserve it permanently as Open Space; and

WHEREAS, Green Acres has issued a certified market value for the Property of \$200,000.00, which was based on the independent reports of two appraisers certified by the State of New Jersey for Green Acres/Open Space acquisitions; and

WHEREAS, the Trust is required to provide 49.75%, or \$99,000.00, of the \$199,000.00 purchase price of the Property, with Green Acres providing the remaining 50.25%, or \$100,000.00, of the \$199,000.00 purchase price of the Property; and

WHEREAS, the Trust is seeking the assistance of the County of Gloucester (hereinafter the "County"), a body politic and corporate of the State of New Jersey, in providing their required 49.75%, or \$99,000.00, of the \$199,000.00 purchase price of the Property; and

WHEREAS, the County has determined that it would be in the best interests of the County to participate in the purchase of the Property using Open Space Preservation Trust Funds, thus ensuring that the Property will remain forever preserved as Open Space; and

WHEREAS, the Property is approximately 1.304 acres, and is surrounded by 31+/- acres of previously preserved Open Space that is also owned and managed by the Trust as a natural area;

WHEREAS, the County will have no ownership interest in the Property, as it will be owned and managed by the Trust as a natural area; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$99,000.00, pursuant to CAF# 16-01788, which amount shall be charged against County budget line item T-03-08-509-372-20548.

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

1. The County approves the utilization of \$99,000.00 of County Open Space Preservation Trust Funds towards the purchase of the purchase of Property specifically described above;

2. The Freeholder Director or his designee, the Clerk of the Board, County Counsel and Assistant County Counsel will execute any and all documents authorized by their respective positions that are necessary to complete this transaction, including any documents required for closing.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 16, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

83

**MEMORANDUM OF AGREEMENT
FOR SHARED FUNDING FOR PURCHASE OF
OPEN SPACE**

This Memorandum of Agreement is effective on the _____ day of _____, 2016 by and between

THE COUNTY OF GLOUCESTER, having its office at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as the COUNTY, and

THE OLD PINE FARM NATURAL LAND TRUST, a New Jersey non-profit corporation, having its office at 340 Pine Avenue, Deptford, New Jersey 08096, hereinafter referred to as the TRUST.

PREAMBLE

WHEREAS, the TRUST has entered into an Agreement, hereinafter referred to as the AGREEMENT, for purchase of real property identified as Lot 10 in Block 383 on the Township of Deptford, Gloucester County, New Jersey tax map, hereinafter referred to as the PROPERTY, from Sara J. Willoughby, whose address is 340 Pine Avenue, Deptford, New Jersey 08096; and

WHEREAS, the TRUST previously made application to the New Jersey Green Acres Program, hereinafter referred to as GREEN ACRES, seeking to utilize GREEN ACRES funding in the purchase of the PROPERTY, and preserve it permanently as Open Space; and

WHEREAS, GREEN ACRES has issued a certified market value for the PROPERTY of \$200,000.00, which was based on the independent reports of two appraisers certified by the State of New Jersey for Green Acres/Open Space acquisitions; and

WHEREAS, the purchase price of the PROPERTY under the AGREEMENT based on the certified appraisals has been set at \$199,000.00; and

WHEREAS, the TRUST is required to provide 49.75%, or \$99,000.00, of the \$199,000.00 purchase price of the PROPERTY, with GREEN ACRES providing the remaining 50.25%, or \$100,000.00, of the \$199,000.00 purchase price of the PROPERTY; and

WHEREAS, the TRUST is seeking the assistance of the County of Gloucester, hereinafter referred to as the COUNTY, a body politic and corporate of the State of New Jersey, in providing their required 49.75%, or \$99,000.00, of the \$199,000.00 purchase price of the PROPERTY; and

WHEREAS, the COUNTY has determined that it would be in the best interests of the COUNTY to participate in the purchase of the PROPERTY using Open Space Preservation Trust Funds, thus ensuring that the PROPERTY will remain forever preserved as Open Space; and

WHEREAS, the PROPERTY is approximately 1.304 acres, and is surrounded by 31+/- acres of previously preserved Open Space that is also owned and managed by the TRUST as a natural area; and

WHEREAS, the COUNTY will have no ownership interest in the PROPERTY, as it will be owned and managed by the TRUST as a natural area.

AGREEMENT

NOW, THEREFORE, the COUNTY in consideration of its goals and purposes through the County Open Space and Farmland Preservation Program and in consideration of the funding participation of GREEN ACRES as set forth in the Preamble, the COUNTY agrees to contribute the sum of \$99,000.00 through the County Open Space and Farmland Preservation Program upon the following conditions:

1. The balance of the purchase price and costs are funded through the participation of GREEN ACRES; and

1. The funding as provided by the COUNTY is to be utilized solely towards the acquisition of the PROPERTY as described in the Preamble, and for no other use;

2. The closing in accordance with the terms and conditions of the AGREEMENT takes place within a reasonable time in accordance with the terms and conditions of the AGREEMENT; and

3. The final Deed is to be in the most current form of as approved by GREEN ACRES, and contain language that the PROPERTY is encumbered and subject to all applicable GREEN ACRES requirements and covenants.

IN WITNESS WHEREOF, the COUNTY and TRUST have signed this Memorandum to be effective the day and year first above written.

COUNTY OF GLOUCESTER

By: _____

Robert M. Damminger,
Freeholder Director, County of Gloucester

OLD PINE FARM
NATURAL LAND TRUST

By: _____

Thomas W. Hill, Chairman
Old Pine Farm Natural Land Trust

By: _____

Carl B. Ford, Treasurer
Old Pine Farm Natural Land Trust

Agreement of Sale - Willoughby

IN CONSIDERATION OF the mutual promises, covenants and conditions contained in this Agreement, the parties hereby agree as follows:

1. **Parties.** The parties to this Agreement, and their addresses, are as follows:

SELLER: Sara J. Willoughby, 340 Pine Avenue, Deptford, NJ 08096, (hereinafter referred to as "Seller"); and,

BUYER: Old Pine Farm Natural Lands Trust, 340 Pine Avenue, Deptford, NJ 08096, (hereinafter referred to as "Buyer").

2. **Agreement to Buy Property.** The Seller hereby agrees to bargain and sell to Buyer, and the Buyer hereby agrees to purchase from the Seller, the following property: Block 383 Lot 10, as described in the Deed recorded on February 14, 2012 with the Gloucester County Clerk.

All of Seller's right, title and interest in and to the land, and any buildings and other improvements thereon, described as follows:

Tax Map Reference: Page 29.00

Street Address: 340 Pine Avenue

Municipality: Deptford

County: Gloucester

State: New Jersey

(hereinafter collectively referred to as the "Property").

3. **Payment.** The Buyer agrees to pay Seller the purchase price of \$199,000.00 for the Property, as follows:

By government check, wired funds or Title Agency check, subject to any adjustments as set forth herein, as follows:

4. **Adjustments at Closing.** The Buyer and Seller agree to adjust the following expenses, as of the date of closing: Taxes, and any other municipal liens and charges.

5. **Physical Condition of Property.**

A. Risk of Damage. The property is being sold in "as is" condition. The Seller agrees to deliver the Property at closing in its present condition, except for reasonable wear and tear.

B. Environmental. The Buyer shall obtain a Phase I environmental audit of the Property, and provide a copy of the report to Seller within ninety (90) days of the full execution of this Agreement. If such audit and report reveal environmental conditions that would cost more than \$10,000.00 to further investigate and/or remediate, and Seller is unwilling to pay such costs, Buyer may elect to terminate this Agreement, or proceed with a Phase II investigation with the understanding that Buyer may then terminate this Agreement within ninety (90) days after Buyer's receipt of the Phase II environmental audit of the Property, if the Phase II



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM
MAIL CODE 501-01
P.O. BOX 420
TRENTON, NEW JERSEY 08625-0420
TEL: 609-984-0500 FAX: 609-984-0608

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

August 20, 2012

Sally Willowbee and Carl Ford
340 Pine Avenue
Deptford, N.J. 08096

Subject: 08-99-35
Old Pine Farm Greenway
Old Pine Farm Natural Lands Trust, Gloucester County
Notice of Certified Market Value

Green Acres
Certified
Value

Dear Ms. Willowbee and Mr. Ford:

Enclosed is the Certification of Market Value (CMV) for the Willowbee Farm property, Block 383, Lot 10 in Deptford Township. The Certified Market Value has been established at \$200,000.

Please keep in mind that any land value negotiations, real estate transactions and closings are the sole responsibility of Old Pine Farm Natural Lands Trust. Subject to final adjustments based on accurate surveys and other information which could affect land value, Green Acres will base its participation on the CMV. As always, under no circumstances will the Green Acres disbursement exceed the amount actually paid for the property.

Our rules and regulations allow for supplemental funding to be approved, if funds are available, to help reduce the impact of condemnation awards.

As a reminder, the following documents must be submitted to Green Acres to request payment:

1. Preliminary Assessment Report prepared in accordance with the Technical Requirements for Site Remediation (N.J.A.C. 7:26E-3.1). Please direct your consultant to the following website: http://www.state.nj.us/dep/srp/sra/forms/pa_si.pdf. Findings of known or suspected contamination may affect value, or our ability to approve the project, and the Assessment should be submitted to Green Acres prior to commencing negotiations with the landowner.
2. Recorded deed, or, to receive funds in time for closing, a draft copy of the deed and the purchase contract indicating the date, time and place of closing. Refer to the "Green Acres Local Unit and Nonprofit Guide: Deed Checklist" for specific requirements. Please note that the Green Acres restriction and approved deed description and reduced copy of the survey must be used in preparation of the deed.
3. Title insurance policy, or for payment at closing, a title commitment report. Please refer to the "Green Acres Local Government Unit and Nonprofit Guide: Title Commitment Report and Title

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 110-01788 DATE February 26, 2016

BUDGET NUMBER T-03-08-509-372-20548

AMOUNT OF CERTIFICATION \$ \$99,000.00

DEPARTMENT Office of Land Preservation

COUNTY COUNSEL Emmett Primas, Esq.

DESCRIPTION OF PRODUCT OR SERVICE

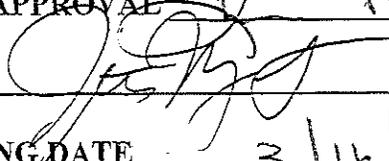
Resolution approving a Memorandum of Agreement between the County and Old Pine
Farm Natural Land Trust for shared funding in the amount of \$99,000.00 utilizing
County Open Space Trust Funds for the purchase of Block 383, Lot 10 (Willoughby
property) in the Township of Deptford for Open Space preservation.

VENDOR NAME West Jersey Title Agency, Salem County

ADDRESS 15 South Main Street

CITY/STATE/ZIP Woodstown, NJ 08098

DEPARTMENT HEAD APPROVAL 

PURCHASING AGENT  DATE 2-29-16

FREEHOLDER MEETING DATE 3/16/14

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., FROM MARCH 5, 2016 TO MARCH 4, 2017 IN AN AMOUNT NOT TO EXCEED \$150,000.00 PER CONTRACT

2-4

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, P.A., 307 Greentree Road, Sewell, NJ, 08080; and

WHEREAS, each said contract for engineering/survey services would be for estimated services, in an amount not to exceed \$150,000.00, as per RFP# 16-020; 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 from March 5, 2016 to March 4, 2017, 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 16, 2016, Woodbury, New Jersey.



THE COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

8-4

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND BACH ASSOCIATES**

THIS CONTRACT is made this 16th day of **March, 2016**, 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; 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 5, 2016 to March 4, 2017, 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 27, 2016 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal RFP# 16-020. 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# 16-020, 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# 16-020.

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# 16-020 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP# 16-020, this Contract shall prevail. Should there occur a conflict between this Contract or RFP# 16-020, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 16th day of March, 2016.

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:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BACH ASSOCIATES

**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

**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 # 16-020

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

Due Date: January 27, 2016

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).

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-16-020 Engineering / Survey Land Pres. - Bach

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A.	<p>Proposal contains all required checklist information <u>5</u> points All required documentation submitted.</p>	5
B.	<p><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u>25</u> points Recent experience with staff on preservation projects</p>	24
C.	<p><u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points Recent Farmland/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> <u>25</u> points Plan relevant. South Jersey company/office listed</p>	23
E.	<p>Reasonableness of Cost Proposal <u>20</u> points Tied for 3rd lowest respondent</p>	19
TOTALS		96

E-4

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

THIS CONTRACT is made this 16th day of **March, 2016**, 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, P.A.**, 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; 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 5, 2016 to March 4, 2017, 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 February 18, 2016 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal RFP# 16-020. 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# 16-020, 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# 16-020.

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# 16-020 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP# 16-020, this Contract shall prevail. Should there occur a conflict between this Contract or RFP# 16-020, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 16th day of March, 2016.

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:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FEDERICI AND AKIN, P.A.

DOUGLAS E. AKIN, VICE-PRESIDENT
FEDERICI AND AKIN, P.A.



FEDERICI & AKIN, P.A.
CONSULTING ENGINEERS

Joseph P. Federici, Jr. P.E., P.P.
President
Douglas E. Akin, P.L.S., P.E.
Vice President

Bret T. Yates
Director of Marketing

307 Greentree Road
Sewell, New Jersey 08080
856-589-1400
Fax 856-582-7976

February 18, 2016

Peter Mercanti, Director of Purchasing
2 South Broad St., 2nd Fl.
Woodbury, NJ 08096

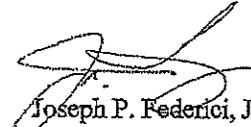
Re: **Engineering/Surveying Services RFP #16-020**

Dear Mr. Mercanti:

It has come to our office's attention that there has been a typographical error made in our recent submission of RFP#16-020 in application for Engineering and Surveying Services in Gloucester County. Specifically, the amount of our approximate total vendor's fee for one engineering/surveying report for a property of 50 acres was incorrectly stated as "\$25,000.00". That number has been corrected to "\$8,000.00" and is reflected in the attached document, of which there are five (5) copies.

Should you have any questions, please do not hesitate to contact our office.

Very truly yours,
FEDERICI & AKIN, P.A.



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

ENGINEERING

SURVEYING

PLANNING



Exhibit G

2016 Fee Schedule

Note:

Attorney meetings will be billed at the hourly rate indicated for 'court appearances.'

Site visits will be billed at the hourly rate of the specific personnel and not include any expenses for postage, telephone and travel.

Expenses for travel, postage, and telephone are hereby excluded from the hourly rates.

Meetings will be billed at the hourly rate of the specific personnel

An approximate total vendor's fee for 1 engineering/survey report

for 1 property with a size of 50 acres:

\$ 8,000.00

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-16-020 Engineering / Survey Land Pres. – Federici & Akin

EVALUATION FACTORS	SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	
A. Proposal contains all required checklist information <u>5</u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u>25</u> points Recent experience with staff on preservation projects	24
C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points Recent Farmland and Open Space experience with County	25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points Plan relevant. Gloucester County company/office listed	24
E. Reasonableness of Cost Proposal <u>20</u> points Tied for 3rd lowest respondent	19
TOTALS	97

**REQUEST FOR PROPOSAL FOR
ENGINEERING/SURVEYING SERVICES FOR LAND AND/OR
DEVELOPMENT RIGHT ACQUISITIONS FOR THE GLOUCESTER COUNTY
OFFICE OF LAND PRESERVATION / RFP # 016-020**

Basis of Award forms were based on the following criteria:

- | | |
|---|-----------|
| A. Required information submitted: | 5 points |
| B. Recent experience with staff on preservation projects: | 24 points |
| Past experience w/ staff on preservation projects (+3 yrs): | 23 points |
| Large staff (more than 50 employees): | 22 points |
| Medium-sized staff (20-50 employees): | 21 points |
| Small staff (less than 20 employees): | 20 points |
| Staff not defined: | 19 points |
| <i>Points assigned on staff size to estimate turn-around times, accessibility, etc.</i> | |
| C. Recent Farmland/Open Space projects with County: | 25 points |
| Past Farmland/Open Space projects w/ County (+3 yrs): | 24 points |
| Farmland and Open Space projects in County: | 23 points |
| Farmland and Open Space projects in S. Jersey: | 22 points |
| Farmland projects in S. Jersey. No Open Space: | 21 points |
| Open Space projects in S. Jersey. No farmland: | 20 points |
| Green Acres/farmland projects outside S. Jersey: | 19 points |
| No Green Acres or farmland projects: | 18 points |
| D. Gloucester County company/office listed: | 24 points |
| South Jersey company/office listed: | 23 points |
| Trenton-based company: | 22 points |
| North Jersey Company: | 21 points |
| Out-Of-State company: | 20 points |
| <i>Points assigned on office location to estimate accessibility, ability to supply and/or deliver documents in a timely fashion, etc.</i> | |
| E. Lowest respondent: | 20 points |
| 2 nd through 4 th lowest respondent: | 19 points |
| 5 th through 7 th lowest respondent: | 18 points |
| 8 th and 9 th lowest respondent: | 17 points |
| Highest respondent: | 15 points |
-

F-1

RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC., FOR BROKER SERVICES FROM MARCH 1, 2016 TO FEBRUARY 28, 2017 FOR \$150,000.00

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 #016-022 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 \$150,000.00 pursuant to CAF#16-02008, which funds shall be from budget line item #6-01-23-210-001-20299; 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 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 \$150,000.00 from March 1, 2016 to February 28, 2017; 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 16, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

FA

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
WILLIAM R. CAREY & COMPANY, INC.**

THIS CONTRACT is made effective this 16th day of March 2016, 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, 2016 and concluding February 28, 2017.
2. **COMPENSATION**. Vendor shall be paid a minimum deposit premium of \$150,000.00. Total amount paid shall be \$1.02 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 #016-022, and Vendor's responsive proposal, dated February 8, 2016, 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 #016-022, 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# 016-022, 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 #016-022 issued by the County of Gloucester and Vendor's responsive proposal dated February 8, 2016. Should there occur a conflict between this form of contract and the County's RFP #016-022, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #016-022 issued by the County of Gloucester and the Vendor's Proposal dated February 8, 2016, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 16th day of March, 2016.

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

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

WILLIAM R. CAREY & COMPANY,
INC.

MICHAEL J. CAREY, VICE
PRESIDENT

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 16-02008 DATE 3/4/16

BUDGET NUMBER 6-01-23-210-001-20299

AMOUNT OF CERTIFICATION \$ 150,000.00

DEPARTMENT Corrections

COUNTY COUNSEL Matt Lyons

DESCRIPTION OF PRODUCT OR SERVICE

Resolution authorizing a contract for individual and aggregate excess loss medical coverage for the Dept. of Corrections from March 1, 2016 to February 28, 2017 in the amount of \$150,000.00

VENDOR NAME William A. Carey + Company, Inc.

ADDRESS 140 West Allendale Ave.

CITY/STATE/ZIP Allendale, NJ 07401

DEPARTMENT HEAD APPROVAL *Enrique [Signature]*

PURCHASING AGENT *[Signature]* DATE 3-7-16

FREEHOLDER MEETING DATE March 16, 2016

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL



WILLIAM R. CAREY & COMPANY, INC.

140 West Allendale Avenue
Allendale, New Jersey 07401
Tel: 201-529-3900 • Fax: 201-529-4505
www.williamrcarey.com

f-1

ORIGINAL

Pete Mercanti
Purchasing Department
County of Gloucester
Two South Broad Street
Woodbury, NJ 08096
856-853-3420

February 8, 2016

Request for Proposal
Individual and Aggregate Excess Loss Medical Coverage For The Gloucester
County Corrections Department
RFP # 016-022

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 who is a graduate of Susquehanna University and has been in the insurance business since 2004.
- 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
- E. Our proposal is attached, beginning with "Quote Only" on Page 17.

- F. Certificate of Insurance for our Professional Liability Insurance is attached, Page 416.
- 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 7).
- 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 an office building in Allendale, New Jersey. We are available for meetings at the County's request.
- K. Affirmative Action Statement (signed) attached, Pages 10 and 11.
- 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 13, and Employer Information Report, Page 12.
- P. All of our services will be performed within the United States of America.

Coverage and Premium Summary

Coverage offered is detailed in "Quote Only" on Pages 18-35 including policy wording. Please review this information.

The per inmate per year deductible was reduced from \$100,000 to \$90,000.

The Profit Commission (loss sensitive return premium) percentage payable to the County was increased from 25% to 30%.

Minimum and Deposit Premium has been reduced from \$155,000 to \$140,000.

The premium rate has been reduced from \$1.12 per inmate per day to \$1.02 per inmate per day.

The Aggregate Attachment Point (accumulation of per inmate deductibles) has been reduced from \$1,065,000 to \$925,000.

Workers Compensation exclusion:

The Workers Compensation Exclusion does not apply to prison supervised work details

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 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	\$ 25,768.87
2013-2104	\$ 19,461.39
2014-2015	\$ 25,784.32 Pending
2015-2016	Not yet calculated

At no claims, the Profit Commission under this contract would be approx.. \$23,000.

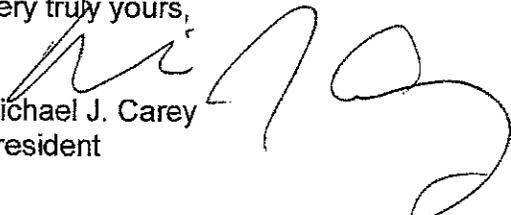
This coverage is offered subject to the hosting and medical management contracts as shown on the quote. **If these relationships change you must advise us immediately so that we can advise Underwriters, otherwise you may jeopardize this coverage.**

We also have the option available for a per inmate per year deductible of \$82,500 for an annual Minimum and Deposit premium of \$155,000.

Please be advised that I will be personally handling this proposal. I can always be reached on my email at mc@use-eeec.com.

If you have any questions, please let me know.

Very truly yours,


Michael J. Carey
President

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-016-022 - Excess Loss Coverage for Inmates – William R. Carey & Co

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____5_____ points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Small firm with only four (4) employees. Firm has Thirty (30) years' experience in the field. _____25_____ points	23
C. <u>Relevance and Extent of Similar Engagements performed</u> Presently our current provider for these services. Vendor has listed other similar experience, with Four (4) Counties in New Jersey. _____25_____ points	23
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan is realistic and covers all aspects of the RFP _____25_____ points	23
E. Reasonableness of Cost Proposal Cost submitted is (\$140,000.00) for the year which equates to 1.02 per inmate. The deductible was decreased from 100,000 to 90,000. _____20_____ points	18
TOTALS	92

F2

RESOLUTION AUTHORIZING THE COUNTY TO MODIFY THE CURRENT CONTRACT AND ALL OTHER DOCUMENTS WITH PROKURE SOLUTIONS, LLC TO REFLECT THE COMPANY'S NAME CHANGE ONLY TO "CLARION, LLC"

WHEREAS, the County of Gloucester (hereinafter the "County") currently has a contract with Prokure Solutions, LLC for the provision of various cleaning solutions for use by the County of Gloucester Buildings and Grounds Department; and

WHEREAS, Prokure Solutions, LLC with offices at 5013 East Washington Street, Suite 100, Phoenix Arizona 85034, has changed its name because of sale, merger or otherwise to Clarion, LLC (hereinafter "Clarion"); and

WHEREAS, for administrative purposes it is appropriate for the County to modify any and all County documents to accurately reflect this change of name; and

WHEREAS, all other terms and conditions of the contract in reference to PD# 14-004 will remain the same, as well as existing account information.

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 to attest to any modifications of any and all documents executed with ProKure Solutions, LLC by changing the vendor's name on these documents to Clarion, LLC.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, of the County of Gloucester held on Wednesday, March 16, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

FB

RESOLUTION AUTHORIZING A CONTRACT WITH TRI-M GROUP, LLC FOR ON-CALL MAINTENANCE, SERVICE AND REPAIRS TO ANDOVER HVAC CONTROL SYSTEMS FROM FEBRUARY 18, 2016 TO FEBRUARY 17, 2017 IN AN AMOUNT NOT TO EXCEED \$75,000.00

WHEREAS, the County of Gloucester has determined that there is a need for the provision of on-call maintenance, service and repairs to Andover HVAC Control Systems in various County Buildings; and

WHEREAS, the County of Gloucester has recommended that said services be provided by Tri-M Group LLC, with offices at 204-206 Gale Lane, Kennett Square, PA 19348; and

WHEREAS, this Contract shall be for an amount not to exceed \$75,000.00 from February 18, 2016 to February 17, 2017; and

WHEREAS, this Contract may be awarded without public advertising for bids pursuant to N.J.S. 40A:11-5(1)(dd), as the service related to this Contract is for support and maintenance of proprietary hardware and software which is integrally related to existing systems previously installed in the County and as such is an exception to the Local Public Contracts Law; and

WHEREAS, this 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 previously made and will not make a disqualifying contribution during the term of the Contract; and

WHEREAS, the Contract shall be for estimated units of service and is open-ended, which does not obligate the County of Gloucester to make any purchase; and therefore, no Certificate of Availability of Funds is required at this time. Continuation of the Contract beyond December 31, 2016 is conditioned upon the 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 to attest to a Contract with Tri-M Group, LLC for the provision of on-call maintenance services and parts to all Andover HVAC Control Systems in various County Buildings in an amount not to exceed \$75,000.00 from February 18, 2016 to February 17, 2017; 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 16, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

F-3

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
TRI-M GROUP, LLC**

THIS CONTRACT is made effective the 16th day of March, 2016, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **TRI-M GROUP, LLC**, with offices at 204-206 Gale Lane, Kennett Square PA 19348 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester, New Jersey to contract for on-call maintenance, service and repairs to Andover HVAC Control Systems in various County buildings; and

WHEREAS, this Contract may be awarded without public advertising for bids pursuant to N.J.S. 40A:11-5(1)(dd), as the service related to this Contract is for support and maintenance of proprietary hardware and software which is integrally related to existing systems previously installed in the County and as such is an exception to the Local Public Contracts Law; 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 previously made and will not make a disqualifying contribution during the term of the Contract; 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**. This Contract shall be effective for the period from February 18, 2016 to February 17, 2017.
2. **COMPENSATION**. This Contract shall be for estimated units of service in an amount not to exceed \$75,000.00 as per Vendor's proposal identified as Exhibit A.

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

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be to provide on-call maintenance, service and parts for Andover HVAC Control Systems in various County Buildings.

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 Vendor's proposal.

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 or Bid Specifications, whichever 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, and shall indemnify and shall defend the County of Gloucester against any third-party claim, loss, liability, expense (specifically including but not limited to costs, reasonable counsel fees and/or reasonable 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 negligent acts or omissions 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 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. **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. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

17. **NOTICES.** Notices required by this Attachment/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.** 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.

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and Exhibit A. Should there occur a conflict between this form of Contract and Exhibit A, then this Contract shall prevail.

THIS CONTRACT is effective as of the 16th day of March, 2016.

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

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

TRI-M GROUP, LLC

ROBERT GOSE, V.P., CFO

F-3

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: The Tri-M Group, LLC

Signed: Matthew Monzo Title: VP/CFO

Print Name: Matthew Monzo Date: 3/11/16

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: The Tri-M Group, LLC
Signed: Matthew Manzo Title: VP / CFO
Print Name: Matthew Manzo Date: 3/11/16

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.



Building Automation Systems

2016 Time and Material Rates

Effective January 1, 2016

	<u>Straight</u>	<u>Overtime</u>	<u>Doubletime</u>
Apprentice	\$62.00	\$78.00	\$96.00
Journeyman	\$75.00	\$96.00	\$116.00
Foreman	\$89.00	\$113.00	\$140.00
Superintendent	\$100.00	\$125.00	\$156.00
Technician	\$131.00	\$174.00	\$218.00
Engineer	\$152.00	N/A	N/A
Project Manager	\$152.00	N/A	N/A
S.I. Engineer	\$192.00	N/A	N/A

Corporate Headquarters
204-206 Gale Lane
P.O. Box 69
Kennett Square, PA 19348
Phone 610-444-1000
Fax 610-444-6171

Lehigh Valley, PA
West Park Business Center
7584 Morris Court, Suite 230
Allentown, PA 18106
Phone 610-289-2420
Fax 610-289-2435

North Central, PA
202 Prospect Street
Lock Haven, PA 17745
Phone 570-748-7515
Fax 570-748-7515

Maryland
3915 Benson Road
Baltimore, MD 21227
Phone 410-368-3981

Delaware
New Castle Corporate Commons
2 Penns Way, Suite 402
New Castle, DE 19720
Phone 302-322-7720
Fax 302-322-7753

RESOLUTION AUTHORIZING THE DIVISION OF SOCIAL SERVICES TO MAKE ALL NECESSARY STATE-MANDATED PAYMENTS FROM ITS "ASSISTANCE ACCOUNT" FOR VARIOUS PURPOSES AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS

WHEREAS, the Temporary Assistance to Needy Families (TANF) Program is a program existing under the State Work First New Jersey laws; and

WHEREAS, included under the TANF program are payments made on a case-by-case, as-needed basis for the benefit of qualifying families for such purposes as emergency housing in shelters and motels, rental assistance, transportation, and furniture and household items; and

WHEREAS, the State and Federal Government provides ninety-five percent of the funds for such payments and requires the County to provide five percent; and

WHEREAS, the Supplemental Security Income Program (SSI) is a federal program administered by the State, that provides benefits to certain elderly and disabled persons; and

WHEREAS, included under the SSI program are funds for burials and emergency assistance, and quarterly "State supplement to SSI payments" funds; and

WHEREAS, the State initially provides seventy-five percent of such SSI funds and requires the County to provide twenty-five percent, all of which share is ultimately refunded to the County by the State; and

WHEREAS, the funds that must be paid or advanced by the County under the TANF and SSI programs are placed in the Gloucester County Division of Social Services "Assistance Account", and the various payments are made by that agency on an as-needed basis as required under the program; and

WHEREAS, in anticipation of the amount of funds that will be required for such purposes in the year 2016, the amount of \$661,675.00 is being allocated to the Social Services Assistance Account; however, neither the actual amount or purpose of any given payment nor the actual total amount of payments can be determined beforehand, and therefore the actual total amount is subject to change and such payments are required by State law regardless of total amount; and

WHEREAS, the Division of Social Services is the agency that administers the County's obligations under the TANF and SSI programs and is therefore the appropriate agency to make such payments from the account.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Gloucester County Division of Social Services be and is hereby authorized to make all necessary payments from its "Assistance Account" on an as-needed basis to fulfill the County's obligations under the State Work First New Jersey, Temporary Assistance to Needy Families Program and the Supplemental Security Income Program.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 16, 2016 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

6-2

**RESOLUTION AUTHORIZING A LICENSE MAINTENANCE AGREEMENT WITH
UNITRONIX DATA SYSTEMS, INC., FOR MAINTENANCE OF PROPRIETARY
SOFTWARE FROM APRIL 1, 2016 TO MARCH 31, 2017 FOR \$62,855.22**

WHEREAS, there is a need for the provision of maintenance of proprietary software (ABACUS, Fraud Collection Turnkey System (web), in the amount of \$43,038.94 and A.O.S.S. Card Registration (Web), in the amount of \$19,816.28), for the Division of Social Services; and

WHEREAS, N.J.S.A. 40A:11-5DD permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the County of Gloucester has determined that the maintenance services can be provided by Unitronix Data Systems, Inc., with offices at 1124 Route 202, Raritan, New Jersey 08869, for a total contract amount of \$62,855.22, from April 1, 2016 to March 31, 2017; 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 previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$62,855.22 pursuant to CAF #16-01578, which amount shall be charged against budget line item 6-01-27-345-002-64105.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board to attest to a License Maintenance Agreement between the County of Gloucester and Unitronix Data Systems, Inc., for the maintenance of propriety software (ABACUS, Fraud Collection Turnkey System (web), in the amount of \$43,038.94 and A.O.S.S. Card Registration (Web), in the amount of \$19,816.28) for a total contract amount of \$62,855.22, from April 1, 2016 to March 31, 2017.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 16, 2016, at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

LICENSE MAINTENANCE AGREEMENT

Agreement dated April 1, 2016 between Unitronix Data Systems, Inc., (hereinafter called "UDS") a New Jersey Corporation, with an office in Raritan, New Jersey 08869 and Gloucester County Division of Social Services (hereinafter called "customer") a New Jersey Agency, having a principal place of business at 400 Hollydell Drive, Sewell, New Jersey 08080.

By its acceptance hereof, UDS agrees to provide service and maintenance for the equipment and software listed in Schedule A below, customer agrees to provide remote access to servers as required, and any supplements to Schedule A so identified and signed by both parties (said equipment and software being hereinafter called "the equipment" or "the software"), at the location(s) specified below. The customer agrees to be responsible for maintaining daily backup of data for all systems and honor all ABACUS® and A.O.S.S.® Copyrights. Either party reserves the right to terminate this agreement at any time with 30 days notice to the other party for any reason or no reason. This agreement supercedes all other contracts, and riders.

SCHEDULE A

ITEM QTY DESCRIPTION

System I - ABACUS® Fraud Collection Turnkey System (Web)

Software

1.	1	ABACUS® Server License	
2.	13	ABACUS® Web License for connection to state computers thru ethernet for Fraud Dept.	
3.	1	Suse-Linux Operating System	
4.	1	Microsoft Operating System	
5.	1	(UDS) Quarterly Program updates from Unitronix Data Systems with mandatory updates for Federal & State level compliancy	\$43,038.94

System II - A.O.S.S.® Card Registration (Web)

Software

6.	1	Card Registration Server License	
7.	7	Card Registration Web License	
8.	1	Ievs Server License	
9.	1	Ievs Workstation license	
10.	1	PCanywhere v11.5	
11.	1	BackUp MyPC to CD's	
12.	3	Macro programs for labels	\$19,816.28

Hardware System I

13.	1	Suse 10.1 Program Server consisting of, Pentium 4, 2.8 GHz, 1 GB Memory, system cabinet, power supply, CD-burner, 32 MB graphics card, Intel motherboard, 100/1000 LAN, UPS	
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Hardware System II

14.	1	Microsoft Web-Data Server consisting of, Pentium 4, 2.8 GHz, 1GB Memory, system cabinet, power supply, CD-burner,, 32 MB graphics card, Intel motherboard, 100/1000 LAN, UPS, US Robotics Internal modem, IOGEAR 4 port switch	
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Miscellaneous Hardware

- 15. 2 Strobe XP200 scanners for ABACUS® workstations
- 16. 3 SmartLabel 100 printers for Card Registration workstations

1. SOFTWARE LICENSE MAINTENANCE INCLUDES:

- a. Shipping charges for mailing media from UDS to customer.
- b. Support of existing programs written by UDS.
- c. Answers to questions and problems that may occur on a daily basis.
- d. Telephone charges from UDS to customer.
- e. License to use software

2. SOFTWARE MAINTENANCE DOES NOT INCLUDE:

- a. Shipping charges for mailing media from customer to UDS.
- b. Writing new programs that are not on the current system, operating system upgrades or file conversions.
- c. Loss of data or operating systems due to hardware malfunction or operator negligence such as, but not limited to; copying diskettes incorrectly, reformatting drives, viruses, failure/incorrectly backing up files, Acts of God, etc.
- d. Telephone charges from customer to UDS.

Commencement Date : 04/01/16 through 03/31/17

Yearly Charge : \$62,855.22

Location : 400 Hollydell Drive, Sewell, New Jersey 08080

In witness whereof, the parties hereto have caused this agreement to be executed by their authorized representative as of the day and year first above written.

UNTRONIX DATA SYSTEMS, INC.

COUNTY OF GLOUCESTER

By: Richard A. Bittle 2/3/16
Name : Richard A. Bittle Date
Title: Secretary

By: _____
Robert M. Damminger
Director

Int. Cl.: 9

Prior U.S. Cl.: 38

United States Patent and Trademark Office

Reg. No. 1,630,652
Registered Jan. 8, 1991

TRADEMARK
PRINCIPAL REGISTER

ABACUS

UNITRONIX DATA SYSTEMS, INC. (NEW
JERSEY CORPORATION)
1124 ROUTE 202
RARITAN, NJ 08869

DATING DIRECTED TO GOVERNMENT
AGENCIES, IN CLASS 9 (U.S. CL. 38).
FIRST USE 4-0-1988; IN COMMERCE
4-0-1988.

FOR COMPUTER SOFTWARE AND ASSOCI-
ATED MANUALS FOR USE IN THE FIELD OF
AUTOMATED BUDGETING AND CLAIMS UP-

SER. NO. 73-834,596, FILED 10-30-1989.

RUSS HERMAN, EXAMINING ATTORNEY

INVOICE

UNITRONIX DATA SYSTEMS, INC.
1124 ROUTE 202
RARITAN, N.J. 08869
(908) 231-9444 Fax (908) 707-1044

INVOICE NUMBER: 2883
INVOICE DATE: 2/03/16

SOLD TO: Gloucester County Division of Social Services
400 Hollydell Drive
Sewell, New Jersey 08080

CUSTOMER ID		CUSTOMER PO	PAYMENT TERMS	
1640			NET 30	
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
1	SYSMNT	SYSTEM MAINTENANCE FOR 04/01/16 THRU 03/31/17	62,855.22	62,855.22
			TOTAL DUE	\$62,855.22

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: Unitronix Data Systems, Inc
Signed: Jean L. Buzien Title: Systems Coordinator
Print Name: JEAN L. BUZIEU Date: 02/03/2016

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.

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: Untronix Data Systems, Inc.
Signed: [Signature] Title: Systems Coordinator
Print Name: JOHN L. BOBLEN Date: 02/03/2010

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.

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

Certificate of Availability of Funds

TREASURER'S NO. 16-01578

DATE 2-22-2016

BUDGET NUMBER - CURRENT YR 6-01-27-345-002-64105 B _____

DEPARTMENT Social Services

AMOUNT OF CERTIFICATION 62,855.22 COUNTY COUNSEL Tony Fiola

DESCRIPTION: Maintenance of proprietary software (ABACUS) fraud collection turnkey system (web), in the amount of 43,038.44 and A055 Card Registration (web), in the amount of 19,816.28.

VENDOR: Unitronix Data Systems Inc

ADDRESS: 1124 Route 202

Raritan NJ 08869

Burjan 2/22/16

DEPARTMENT HEAD APPROVAL

APPROVED


PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 2-24-16

March 16, 2016
Meeting

FEB 2 1 30

PUR

63

RESOLUTION AUTHORIZING A CONTRACT WITH ACRO SERVICE CORPORATION THROUGH STATE CONTRACT #A83534 FROM APRIL 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$60,000.00

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 Gloucester County Division of Social Services has a short-term need for data entry services necessary to input data and process Family Care and Medicaid/Affordable Care Act renewals and applications in a timely manner; and

WHEREAS, the County has determined that it is advantageous to contract ACRO Service Corporation, with offices at 39209 W. Six Mile Road, Suite 250, Livonia, Michigan 48152, through State Contract #A83534, from April 1, 2016 to December 31, 2016, in an amount not to exceed \$60,000.00, for the provision of these services; and

WHEREAS, this Contract shall be for estimated units of services, in an amount not to exceed \$60,000.00. The Contract is therefore 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 that the County Purchasing Agent contract with ACRO Service Corporation for the provision of data entry services, through State Contract #A83534, from April 1, 2016 to December 31, 2016, in an amount not to exceed \$60,000.00; and

BE IT FURTHER RESOLVED that before any purchase can be made pursuant to the within award, a certification must be obtained from the Treasurer 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 16, 2016, at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD