6:00 p.m. Wednesday, May 25, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the May 25, 2022 regular meeting minutes.

PROCLAMATIONS

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

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

DIRECTOR DIMARCO

DEPUTY DIRECTOR SIMMONS

A-1 RESOLUTION APPOINTING MEMBERS TO THE BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER.

This Resolution will appoint the initial members to the Board of Education of the Vocational School District of the County of Gloucester pursuant to Title 18A.

A-2 RESOLUTION APPOINTING A MEMBER TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT

This Resolution will appoint a member to the Board of Education of the Special Services School District for a three-year term effective July 1, 2022 and terminating June 30, 2025.

A-3 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY LIBRARY COMMISSION.

This Resolution will appoint a member to the Gloucester County Library Commission to fill a vacancy through January 1, 2026.

A-4 RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH PENN BEHAVIORAL HEALTH CORPORATE SERVICES FROM JUNE 26, 2022 TO JUNE 25, 2023 IN AN AMOUNT NOT TO EXCEED $25,000.00.

This Resolution authorizes a professional services contract with Penn Behavioral Health Corporate Services for the provision of a Professional Employee Assistance Program to benefit County Employees, as per RFP-22-040, from June 26, 2022 to June 25, 2023 in an amount not to exceed $25,000.00. Penn Behavioral Health Corporate Services submitted the most advantageous proposal, based on price and other factors.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

DEPUTY DIRECTOR SIMMONS

COMMISSIONER DICARLO

B-1 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CLIFTONLARSONALLEN, LLP FROM JUNE 1, 2022 TO MAY 31, 2023 IN AN AMOUNT NOT TO EXCEED $275,000.00.

This Resolution authorizes a contract with CliftonLarsonAllen, LLP for the provision of an Emergency Rental Assistance Program Administration Services as per RFP-22-045 from June 1, 2022 – May 31, 2023 for an amount not to exceed $275,500.00. The County is awarding the contract using funding from the American Rescue Plan Emergency Rental Assistance Grant.
B-2 RESOLUTION AUTHORIZING EXECUTION OF FEDERAL AID COST REIMBURSEMENT AGREEMENT NUMBER 22-DT-BLA-854 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR $2,963,297.35.

This Resolution authorizes execution of a Federal Cost Reimbursement Agreement between the State of New Jersey and the County of Gloucester for $2,963,297.35, for Federal funds which are available to the County for the reimbursements of costs regarding the Gloucester County Roadway Safety Improvements Project, known as Federal Project No. STP-0655(301) and Engineering Project 17-05FA.

B-3 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACTS WITH (1) BRYSON & YATES CONSULTING ENGINEERS, LLC, (2) BACH ASSOCIATES, PC, (3) PENNONI ASSOCIATES, INC., AND (4) REMINGTON & VERNICK ENGINEERS FROM JUNE 1, 2022 TO MAY 31, 2023 IN AN AMOUNT NOT TO EXCEED $250,000.00 EACH.

This Resolution authorizes contracts with (1) Bryson & Yates Consulting Engineers, LLC, (2) Bach Associates, PC, (3) Pennoni Associates, Inc., and (4) Remington & Vernick Engineers for professional services regarding County-wide engineering, construction inspection, environmental services and/or other unspecified projects, as per RFP-22-036, from June 1, 2022 to May 31, 2023 in an amount not to exceed $250,000.00 each. These contractors submitted the most favorable proposals, based on lowest prices and other factors.

DEPARTMENT OF PUBLIC SAFETY & COMMISSIONER DICARLO VETERANS AFFAIRS DEPUTY DIRECTOR SIMMONS

C-1 RESOLUTION AUTHORIZING PURCHASES FROM SOFTWARE HOUSE INTERNATIONAL, CORP. VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FROM JUNE 1, 2022 TO MAY 31, 2023 IN AN AMOUNT NOT TO EXCEED $300,000.00.

This Resolution authorizes purchases from Software House International, Corp. via the Sourcewell National Cooperative Pricing System, number 081419-SHI, of desktops, notebooks, tablets, servers, accessories and installations, as well as consultant and project manager services from June 1, 2022 to May 31, 2023 in an amount not to exceed $300,000.00.

C-2 RESOLUTION FOR THE ESTABLISHMENT OF A LOCAL EMERGENCY PLANNING COMMITTEE.

This Resolution authorizes the establishment of a Local Emergency Planning Committee to comply with the State Emergency Response Commission (SERC) in accordance with Executive Order No. 284 and the Right-to-Know Act. On April 20, 2022, the SERC passed a resolution designating the County as a county-based emergency planning district. Therefore, no municipality located within Gloucester County shall constitute as an emergency planning district under the Emergency Planning and Community Right-to-Know Act, subject to the SERC’s authority to change future designations.

C-3 RESOLUTION AUTHORIZING AWARD OF A CONTRACT WITH EXCELLENCE, INC. FOR $978,234.96.

This Resolution authorizes the purchase of four (4) Type III Ambulances for the Gloucester County Division of EMS. The Purchasing Department sent out bid request PD-022-018 and it is recommended that the contract be awarded to Excellence, Inc. Excellence, Inc. was the sole responsive and responsible bidder for $978,234.96. C.A.F. No. 22-04408 has been obtained to certify funds. The County is awarding the contract using funding from the American Rescue Plan funding.

C-4 RESOLUTION AUTHORIZING A PURCHASE FROM MOTOROLA SOLUTIONS, INC. C/O WIRELESS C & E, INC., VIA STATE CONTRACT #83909, FOR $24,946.75.

This Resolution authorizes a purchase from Motorola Solutions, Inc. c/o Wireless C & E, Inc. for seven (7) portable radios with chargers for the Gloucester County Office of Emergency Response via State Contract #83909, for $24,946.75. C.A.F. No. 22-04250 has been obtained to certify funds.

DEPARTMENT OF HEALTH & HUMAN SERVICES COMMISSIONER JEFFERSON COMMISSIONER BARNES

D-1 RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE ARPAR PHASE EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) FROM NOVEMBER 1, 2021 TO APRIL 30, 2023 FOR $153,312.00.

This Resolution authorizes the County, through the Division of Social Services to accept funds regarding the ARPAR Phase Emergency Food and Shelter Program (EFSP). The National Food and Shelter Board has allotted $461,460.00 to the Gloucester County jurisdiction for emergency needs, and the Local Emergency Food and Shelter Board, through the Gloucester County Human Services Advisory Council, has awarded $153,312.00 of this amount to the County Division of Social Services, to be used to purchase and distribute food cards, and to assist with the emergency utility and back rent/mortgage needs of County residents who come to the Division of Social Services in need of food.

This Resolution authorizes the Gloucester County Department of Health to accept additional funds available from the State regarding the 2022/2023 COVID-19 Vaccination Supplemental Funding Program in the amount of $250,000.00, resulting in a new total grant amount of $500,000.00. These funds will be used to support the County in sustaining vaccination operations and to increase COVID-19 vaccinations among high-risk, under-served, and vulnerable populations.

DEPARTMENT OF LAW & JUSTICE
COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

DEPARTMENT OF EDUCATION, LAND & PROPERTY
COMMISSIONER BARNES
COMMISSIONER JEFFERSON

F-1 RESOLUTION AUTHORIZING PURCHASES FROM WHITE CAP, LP VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM IN AN AMOUNT NOT TO EXCEED $80,000.00.

This Resolution authorizes the purchase of building materials, construction supplies and equipment, industrial supplies and equipment and safety supplies from White Cap, LP via the Sourcewell National Pricing System, number 121218-HDS, from June 1, 2022 to May 31, 2023 in an amount not to exceed $80,000.00.

F-2 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY ANTHONY D. MCALISTER AND LAUREN A. MCALISTER FOR $369,063.10.

This Resolution authorizes the purchase of the development rights on properties in the Township of Franklin, known as Block 5602, Lot 19 consisting of 67.718 acres, owned by Anthony D. McAlister and Lauren A. McAlister as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of $5,450.00 per acre, which was determined as per two appraisals as completed by two State-certified appraisers. The property is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County’s upcoming Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was $2,500.00 for Molinari and Associates, and $3,100.00 for Steven Bartelt, MAI. The property is contiguous and/or in close proximity to more than 500-acres of previously preserved farmland and open space. C.A.F. No. 22-04350 has been obtained to certify funds.

F-3 RESOLUTION AUTHORIZING THE 2022 SALARY AGREEMENT WITH RUTGERS COOPERATIVE EXTENSION DIVISION, FROM JANUARY 1, 2022 TO DECEMBER 31, 2022, IN AN AMOUNT NOT TO EXCEED $125,869.00.

This Resolution will authorize execution of the 2022 annual salary agreement that outlines what the County shall provide for Rutgers University, and what Rutgers shall provide for the County in terms of salary and programs from January 1, 2022 to December 31, 2022, in an amount not to exceed $125,869.00. This is an annual agreement that has supported the work of the Cooperative Extension in the County since 1918, in providing educational programs in the areas of 4H Youth Development, natural resource management and other related matters, pursuant to the Smith-Lever Act and NJ enabling legislation.

DEPARTMENT OF GOVERNMENT SERVICES
COMMISSIONER KONAWEL
COMMISSIONER DESILVIO

Old Business
New Business
Public Portion (time limit of five (5) minutes per person)
Adjournment
MINUTES

6:00 p.m. Wednesday, May 25, 2022

Call to Order

Salute to the Flag

Pursuant to the Open Public Meetings Act, I hereby announce that adequate notice of this meeting has been provided, as required by said Act, which notice was filed with the County Clerk, posted in the vestibule of the County Courthouse and sent to the Courier Post and South Jersey Times on January 3, 2022 at 12:45 p.m.

Roll Call

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Changes to the Agenda

Approval of the May 11, 2022 regular meeting minutes.

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Comments: N/A

PROCLAMATIONS

53848 Proclamation in honor of John Branca on his 100th Birthday (May 11, 2022). (Previously presented by Director DiMarco)

53849 Proclamation proclaiming May 1 – May 7, 2022 as National Small Business Week in Gloucester County. (Previously presented by Deputy Director Simmons)

83850 Proclamation in honor of United States Army Staff Sergeant Daniel Wang in appreciation for his service to our Country. (Previously presented by Director DiMarco on behalf of Commissioner DiCarlo)

83851 Proclamation in honor of United States Marine Corps Gunnery Sergeant Michael J. Power in appreciation for his service to our Country. (Previously presented by Director DiMarco on behalf of Commissioner DiCarlo)

83852 Proclamation in honor of United States Navy 2nd Class Petty Officer Matthew P. Brady in appreciation for his service to our Country. (Previously presented by Director DiMarco on behalf of Commissioner DiCarlo)

83853 Proclamation in honor of United States Marine Corp. Reserve Corporal Godfrey M. Brown in appreciation for his service to our Country. (Previously presented by Director DiMarco on behalf of Commissioner DiCarlo)

83854 Proclamation in honor of Amy Mansue, Rowan College of South Jersey’s Person of the Year. (Previously presented by Commissioner DiCarlo)
83855 Proclamation proclaiming May 2022 as Older Americans Month. (Previously presented by Commissioner Jefferson).

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

OPEN

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Comments: N/A

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Comments: N/A

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

DIRECTOR DIMARCO

DEPUTY DIRECTOR SIMMONS

83856 RESOLUTIOIN APPOINTING A MEMBER TO THE ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES.

83857 RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2022 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

83858 RESOLUTION APPROVING THE BILL LISTS FOR THE MONTH OF MAY, 2022.

Motion to approve Resolutions 83856 through 83859 as read.

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Comments: N/A

Bill List #: 22-03788; 22-01280; 22-01287; 21-10607; 22-04252; 22-04253; 22-04254; 22-03287; 22-04061; 22-04220; 22-03459; 22-04163; 22-03459; 22-04163; 22-03307; 22-03393; 22-03394; 22-04080; 22-04081; 22-04136;

Director DiMarco

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### DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**DEPUTY DIRECTOR SIMMONS**  
**COMMISSIONER DICARLO**

**83859** RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM MAY 2, 2022 TO COMPLETION OF THE PROJECT FOR $1,469,163.00.

**83860** RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH RIGGINS, INC.

**83861** RESOLUTION AUTHORIZING A CONTRACT WITH PENNONI ASSOCIATES, INC. FROM MAY 2, 2022 TO COMPLETION OF THE PROJECT FOR $153,793.91.

**Motion to approve Resolutions 83859 through 83861 as read.**

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Comments: N/A

### DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**COMMISSIONER DICARLO**  
**DEPUTY DIRECTOR SIMMONS**

**83862** RESOLUTION AUTHORIZING A CONTRACT WITH HG TECHNOLOGIES, INC. T/A HIGHGROUND, INC. FROM JUNE 1, 2021 TO MAY 31, 2023 FOR $43,672.20.

**83863** RESOLUTION AUTHORIZING A PURCHASE FROM SOFTWARE HOUSE INTERNATIONAL CORP. VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FOR $68,500.00.

**83864** RESOLUTION AUTHORIZING AN INCREASE OF THE PURCHASE AUTHORITY WITH ESRI, INC. (ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.) VIA STATE CONTRACT FOR A NEW TOTAL AMOUNT NOT TO EXCEED $24,896.00 THROUGH OCTOBER 3, 2022.

**Motion to approve Resolutions 83862 through 83864 as read.**

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Comments: N/A

### DEPARTMENT OF HEALTH & HUMAN SERVICES

**COMMISSIONER JEFFERSON**  
**COMMISSIONER BARNES**

**83865** RESOLUTION AUTHORIZING ACCEPTANCE AND AN AGREEMENT OF THE COMMUNICATION ACCESS SERVICES GRANT FUNDING FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, DIVISION OF THE DEAF AND HARD OF HEARING, IN AN AMOUNT NOT TO EXCEED $75,000.00.

**83866** RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY $35,000.00, FOR A NEW CONTRACT AMOUNT NOT TO EXCEED $344,643.00 THROUGH DECEMBER 31, 2022.

**Motion to approve Resolutions 83865 through 83866 as read.**

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Comments: N/A
DEPARTMENT OF LAW & JUSTICE

COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

83867 RESOLUTION AUTHORIZING A CONTRACT AND END USER LICENSE AGREEMENT (EULA) WITH GRAYSHIFT, LLC FROM JUNE 30, 2022 TO JUNE 29, 2023 FOR $27,995.00.

83868 RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY SHERIFF’S OFFICE TO PARTICIPATE IN THE DEFENSE LOGISTICS AGENCY, LAW ENFORCEMENT SUPPORT OFFICE (LESO) 1033 PROGRAM AND TO ACQUIRE EXCESS DEPARTMENT OF DEFENSE EQUIPMENT.

Motion to approve Resolutions 83867 through 83868 as read.

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Comments: N/A

DEPARTMENT OF EDUCATION, LAND & PROPERTY

COMMISSIONER BARNES
COMMISSIONER JEFFERSON

DEPARTMENT OF GOVERNMENT SERVICES

COMMISSIONER KONAWEL
COMMISSIONER DESILVIO

Old Business

New Business

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

OPEN

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Comments:

Fran Harwell, Councilwoman for the City of Woodbury – thanked the County for allowing the City of Woodbury to use the ceremonial courtroom to hold their council meeting on 5/24/22.

Michelle Casella, East Greenwich – On behalf of James Rambo and the Board of Agriculture she wanted to make the Board aware of the struggles farmers are having with the increase gas prices and imported food and wage costs. She acknowledged how helpful and understanding Eric Campo and Land Preservation has been with regards to this issue.

Rose Yerkes, Woodbury Heights – Inquired on the proper way to contact a Commissioner.
### CLOSE

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Comments: N/A

### Adjournment

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Comments: N/A

Time: 6:18 p.m.
RESOLUTION APPOINTING MEMBERS TO THE BOARD OF
EDUCATION OF THE VOCATIONAL SCHOOL DISTRICT OF
THE COUNTY OF GLOUCESTER

WHEREAS, by Resolution adopted on February 16, 2022, the Board of County Commissioners of the County of Gloucester established separate Boards of Education and central administration for the Special Services School District and the Vocational School District of the County of Gloucester effective July 1, 2022, with all other aspects of employment and collective bargaining agreements to be honored and migrated to each respective area; and

WHEREAS, a Board of Education provides valuable services to the Board of County Commissioners of the County of Gloucester, and it is necessary to appoint the initial members of the Vocational School District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the following individuals are appointed as members of the Board of Education of the Vocational School District as follows:

1. Albert F. Frattali is hereby appointed to a three (3) year term commencing July 1, 2022 and terminating June 30, 2025.

2. John S. Robinson, Jr. is hereby appointed to a three (3) year term commencing July 1, 2022 and terminating June 30, 2025.

3. Dean Eliso is hereby appointed to a two (2) year term commencing July 1, 2022 and terminating June 30, 2024.

4. Erick (Eddie) Guerra, Ph.D. is hereby appointed to a two (2) year term commencing July 1, 2022 and terminating June 30, 2024.

5. Donna Ragonese is hereby appointed to a one (1) year term commencing July 1, 2022 and terminating June 30, 2023.

6. Joseph D. Harkins is hereby appointed to a one (1) year term commencing July 1, 2022 and terminating June 30, 2023.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on June 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD
RESOLUTION APPOINTING A MEMBER TO THE BOARD OF EDUCATION
OF THE SPECIAL SERVICES SCHOOL DISTRICT

WHEREAS, by Resolution adopted on February 16, 2022, the Board of County
Commissioners of the County of Gloucester established separate Boards of Education and central
administration for the Special Services School District and the Vocational School District of the
County of Gloucester effective July 1, 2022, with all other aspects of employment and collective
bargaining agreements to be honored and migrated to each respective area; and

WHEREAS, a Board of Education provides valuable services to the Board of County
Commissioners of the County of Gloucester, and it is necessary to appoint a member to the
Special Services School District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of
the County of Gloucester that the following individual is hereby appointed as a member of the
Board of Education of the Special Services School District as follows:

1. Anne M. Wodnik is hereby appointed to a three (3) year term commencing
July 1, 2022 and terminating June 30, 2025, in place of the previous
appointment of Donna Ragonese authorized by resolution adopted on April
6, 2022, as said appointment was declined.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on June 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

Laurie J. Burns,
CLERK OF THE BOARD
RESOLUTION APPOINTING A MEMBER TO THE
GLOUCESTER COUNTY LIBRARY COMMISSION

WHEREAS, there currently exists a Gloucester County Library Commission which was established in accordance with the authority and duties of a Commission in managing a County library system, as set forth in N.J.S.A. 40:33; and

WHEREAS, a vacancy exists on the Commission, and the Board of County Commissioners of the County of Gloucester desires to appoint a member to fill this term.

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

1. That Darlene Vondran is hereby appointed to fill a vacancy on the Gloucester County Library Commission effective immediately, and terminating on January 17, 2026.

2. That said appointment is subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on June 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT
WITH PENN BEHAVIORAL HEALTH CORPORATE SERVICES FROM
JUNE 26, 2022 TO JUNE 25, 2023 IN AN AMOUNT NOT TO EXCEED $25,000.00

WHEREAS, the County of Gloucester (hereinafter the "County") has the need for a professional employee assistance program to benefit County employees and requested proposals via RFP-22-040 from interested providers, and evaluated 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 Penn Behavioral Health Corporate Services of 3535 Market Street, Philadelphia, PA 19104, made the most advantageous proposal and was qualified to provide said services in an amount not to exceed $25,000.00; and

WHEREAS, the contract may be awarded without public advertising for bids in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received in accordance with N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the contract is for estimated units of service on an as-needed basis and is open-ended, which does not obligate the County to obtain any service or 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 County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to a contract with Penn Behavioral Health Corporate Services, for provision of a professional employee assistance program, as set forth in RFP-22-040, from June 26, 2022 to June 25, 2023 in an amount not to exceed $25,000.00; and

BE IT FURTHER RESOLVED that prior to any service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purpose and identifying the line item of the County budget out of which said funds will be paid; and

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on June 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
PENN BEHAVIORAL HEALTH CORPORATE SERVICES

THIS CONTRACT is approved this 1ST day of June, 2022, 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 PENN BEHAVIORAL HEALTH CORPORATE SERVICES, with offices at 3535 Market Street, 4th Floor, Philadelphia, PA 19104, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional services in the provision of a Professional Employee Assistance Program (“EAP”) to benefit County employees, as per RFP-22-040.

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.

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.

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. This Contract shall be effective for a period of one (1) year from June 26, 2022 to June 25, 2023.

2. COMPENSATION. Contractor shall be compensated in an amount not to exceed $25,000.00 pursuant to the unit prices set forth in and subject to all terms and provisions of the Contractor’s proposal dated May 13, 2022, submitted in response to the County’s Request for Proposal, RFP-22-040.

   Contactor 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 for the provision of a Professional Employee Assistance Program to benefit County employees as set forth in **RFP-22-040**, and Contractor’s Proposal submitted May 13, 2022, which is incorporated herein as **Exhibit A** 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-021-037.

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

   a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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, sex, veteran status or military service. 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.

   b. The Contractor 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.

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

   d. The Contractor, 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.

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

5. LICENSING. If the Contractor, or any of its agents, 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, 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, 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 negligent acts or omissions 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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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-22-040 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between
this Contract or RFP-22-040, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of the date first written above.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of Chosen Freeholders 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**

**LAURIE J. BURNS,**
**CLERK OF THE BOARD**

**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

**PENN BEHAVIORAL HEALTH CORPORATE SERVICES**

By: **BENJAMIN D. EVANS**
Title: **SR. EPA ACCOUNT MANAGER**
Penn Medicine EAP
Proposal for Employee Assistance Program (EAP) for County of Gloucester

RFP # 22-040

May 13, 2022
10:00am

Presented by:

Benjamin D. Evans
Senior EAP Account Management
Penn Medicine EAP
3535 Market St Suite 500 Philadelphia, PA 19104
215.746.8214 (office) 610.574.0986 (cell)
evansben@upenn.edu
The following budget was designed specifically for County of Gloucester to meet or exceed the scope of services requested. The annual cost assumes County of Gloucester employs 1,350 employees.

<table>
<thead>
<tr>
<th>Counseling Benefits</th>
<th>Cost per Employee per Month (PEPM)</th>
<th>Description of Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 3 face-to-face or virtual counseling sessions</td>
<td>$1.00</td>
<td>EAP counseling includes up to 3 or 5 face-to-face or virtual sessions per unique topic. It is free to the member, available to employees, spouses, and dependents under the age of 26 and completely confidential.</td>
</tr>
<tr>
<td>Up to 5 face-to-face or virtual counseling sessions</td>
<td>$1.25</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work/Life Benefits</th>
<th>Additional Cost</th>
<th>Description of Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Work Life Website and App</strong></td>
<td>Included in Base</td>
<td>Work Life resources such as articles, assessments, calculators, locators and webinars are available for all employees and their eligible dependents through a custom web portal and web-based app.</td>
</tr>
<tr>
<td>Legal assistance consultation</td>
<td>Included in Base</td>
<td>Legal assistance is available with an initial 30-minute free legal consultation per topic. If the member chooses to retain the attorney, the member will receive a 25% discount.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>On-site and virtual support and intervention</th>
<th>Additional Cost</th>
<th>Description of Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical Incident Response</td>
<td>Included in Base</td>
<td>On-site and virtual support for individual or group critical incident interventions.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Resources for Leadership</th>
<th>Additional Cost</th>
<th>Description of Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultations with Human Resources and managers</td>
<td>Included in Base</td>
<td>Consultations with Human Resources personnel, managers and supervisors regarding specific behavioral health issues and policies.</td>
</tr>
<tr>
<td>Customized behavioral health trainings for managers</td>
<td>1 Yearly Training Included in Base $350 per Training thereafter</td>
<td>Customized behavioral health trainings for managers and supervisors.</td>
</tr>
<tr>
<td>Supervisory and Management Orientations (on-site and virtual available)</td>
<td>Included in Base</td>
<td>Orientations on-site and virtual are available for supervisors and managers to better understand the EAP benefit and how they can utilize it to support their staff.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee Education</th>
<th>Additional Cost</th>
<th>Description of Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Orientation</td>
<td>Included in Base</td>
<td>Employee orientations give employees an understanding of their EAP program and how it benefits them, their spouses, and dependents. Penn Medicine EAP's orientations are designed to familiarize and acquaint employees with EAP services.</td>
</tr>
<tr>
<td>Wellness Trainings</td>
<td>Included in Base</td>
<td>Wellness trainings are offered in-person and virtual on various wellness and behavioral health topics. Penn Medicine EAP has developed an array of trainings that can be customized to the specific population it is being presented to.</td>
</tr>
<tr>
<td>Specialized Work/Life Trainings</td>
<td>$425 per training</td>
<td>Penn Medicine EAP has the ability to create and develop specialized training to meet the specific needs of your organization. These are topics that our experience staff would create and produce uniquely to your organization.</td>
</tr>
<tr>
<td>Employer Referral</td>
<td>Additional Cost</td>
<td>Description of Benefit</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Mandatory referral</td>
<td>Included in Base</td>
<td>Employees who violate corporate policies such as drug and alcohol use or create a safety risk at the workplace can be mandatory referred to the Employee Assistance Program through the Human Resources Department.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Promotional Material</th>
<th>Additional Cost</th>
<th>Description of Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wallet Cards</td>
<td>Included in Base</td>
<td>Wallet cards with the toll free number and EAP and Work Life Topics</td>
</tr>
<tr>
<td>Brochures</td>
<td>Included in Base</td>
<td>EAP and Work Life Bi-Fold Brochure that give an overview of the services and benefits available to the employee and their eligible family members.</td>
</tr>
<tr>
<td>Magnets</td>
<td>Included in Base</td>
<td>Magnets with the EAP and Work Life toll free number for employees to put on their refrigerator or desk.</td>
</tr>
<tr>
<td>Posters</td>
<td>Included in Base</td>
<td>Poster with the EAP and Work Life toll free number are available to advertise and encourage staff to access their benefit.</td>
</tr>
<tr>
<td>Monthly Newsletter</td>
<td>Included in Base</td>
<td>A monthly newsletter is produced with relevant behavioral health and wellness topics. The newsletter also promotes the online webinar available live each month via the Work Life website and Life Expert.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Substance Abuses Professional Services</th>
<th>Additional Cost</th>
<th>Description of Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substance Abuses Professional Services</td>
<td>3 Cases Included in Base $500 a case after</td>
<td>Penn Medicine EAP has experience Substance Abuses Professionals (SAP) on staff to assess, counsel, refer to treatment (when needed) as well as track the compliance and communicate that back to HR for individuals with substance abuse issues or impairment in the work place.</td>
</tr>
</tbody>
</table>
RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CLIFTONLARSONALLEN, LLP FROM JUNE 1, 2022 TO MAY 31, 2023 IN AN AMOUNT NOT TO EXCEED $275,000.00

WHEREAS, the County of Gloucester requires professional services for emergency rental assistance program administration services and the County requested proposals via RFP# 022-045 from interested providers and evaluated those proposals consistent with the New Jersey Local Public Contracting Law and the County’s fair and open procurement process; and

WHEREAS, the contract shall be for estimated units of service in an amount not to exceed $275,000.00, from June 1, 2022 to May 31, 2023, and may be awarded pursuant to N.J.S.A.40A:11-5(1)(a)(i), et seq., in that the subject matter of the contract is for professional services; and

WHEREAS, based on the established criteria, the evaluation concluded that CliftonLarsonAllen, LLP, with offices at 1966 Greenspring Drive, Suite 300, Timonium, Maryland 21093, made the most advantageous proposal; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract, which does not oblige the County to make any purchase, and prior to any purchase being made and/or services being rendered 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 service, identifying the line item from the County budget out of which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the contract with CLiftonLarsonAllen, LLP, for professional services for emergency rental assistance program administration services, in an amount not to exceed $275,000.00 from June 1, 2022 to May 31, 2023; 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; and

BE IT FURTHER RESOLVED before any purchase 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 County Commissioners of the County of Gloucester held on Wednesday, June 1, 2022 at Woodbury, New Jersey.

ATTEST:  COUNTY OF GLOUCESTER

LAURIE J. BURNS,  FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
CLIFTONLARSONALLEN, LLP

THIS CONTRACT is made this 1st day of June, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County," and CLIFTONLARSONALLEN, LLP, of 1966 Greenspring Drive, Suite 300, Timonium, Maryland 21093, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for professional services for emergency rental assistance program administration services as per RFP# 022-045; 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, 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.** The term of the contract shall be from June 1, 2022 to May 31, 2023.

2. **COMPENSATION.** Contractor shall be compensated as per the proposal submitted by the Contractor, dated May 25, 2022, incorporated in its entirety by reference and made part of this Contract in an amount not to exceed $275,000.00.

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

   Contractor shall be paid in accordance with this Contract document upon County’s 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 County’s RFP# 022-045 and Contractor’s responsive proposal, which are incorporated in their entirety by reference and made a part of this Contract. Should there occur a conflict between this form of contract and RFP# 022-045 and/or the Contractor’s proposal, this Contract shall prevail. Should there occur a conflict between the RFP and the Contractor’s proposal, the RFP shall prevail.

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

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality, sex, veteran status or military service. 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 and gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunities shall include, but not be limited to, the following: employment, promotion, 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 non-discrimination 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 gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor, where applicable, 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, where applicable, agrees to make good faith efforts to meet
targeted 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 the County a copy of all current licenses 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 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 any 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 RFP# 022-045 which are specifically referred to and incorporated herein by reference.

B. If Contractor or Subcontractor 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, provisions, terms, conditions, 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 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, negligence, or gross misconduct 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 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 in writing.

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 third party, 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 or omissions 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 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 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 service 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 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 or subcontractors, 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 written 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 in writing. 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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection clause based on forum non conveniens.

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

19. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
20. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 022-045 issued by the County, and Contractor’s responsive proposal, dated May 25, 2022. If there is a conflict between this contract and the specifications or the Contractor’s proposal, then this contract and the specification shall control.

**THIS CONTRACT** is dated this 1st day of May, 2022.

**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 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

LAURIE J. BURNS,              FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD

ATTEST:                        CLIFTONLARSONALLEN, LLP

______________________________

Name:                                        Name:
Title:
RESOLUTION AUTHORIZING EXECUTION OF FEDERAL AID COST
REIMBURSEMENT AGREEMENT NUMBER 22-DT-BLA-854 WITH THE
NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR $2,963,297.35

WHEREAS, the Office of the Gloucester County Engineer is eligible to receive
reimbursement funds from the New Jersey Department of Transportation, Division of Local Aid
and Economic Development for funding in the amount of $2,963,297.35; and

WHEREAS, in accordance with conditions of the Agreement, the funds will be used for
reimbursements of costs for the Gloucester County Roadway Safety Improvements Project, more
particularly 21-GC-FED-Fries Mill Road, CR 655 in the Borough of Clayton and Franklin
Township, known as Federal Project Number STP-D0655(301), and Engineering Project
Number 17-05FA; and

WHEREAS, Federal Aid Cost Reimbursement Agreement 22-DT-BLA-854 must be
executed by the County to establish the terms and conditions applicable when receiving such
funds for a designated eligible project.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of
the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the
Board is directed to attest to Federal Aid Cost Reimbursement Agreement Number 22-DT-BLA-
854 with the New Jersey Department of Transportation, for reimbursement funding in the
amount of $2,963,297.35 for the Gloucester County Roadway Safety Improvements Project,
known as Federal Project Number STP-D0655(301) and Engineering Project Number 17-05FA.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on June 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
May 18, 2022

Vincent M. Voltaggio, P.E.
County Engineer, Gloucester County
Clayton Complex Offices of Government Services
1200 N. Delsea Drive
Clayton, NJ, 08312-1000

Re: 21-GC-FED-Fries Mill Road, CR 655
Clayton Borough and Franklin Township, Gloucester County
Federal Project No.: STP-0655(301)
Contract ID: 22 70052
NJDOT Job No. 6200361
FAP-2021-Gloucester County-00022

Dear Mr. Voltaggio:

Enclosed is a copy of Federal Aid Agreement No. 22-DT-BLA-854, for the above captioned Federal Aid project in the Clayton Borough and Franklin Township, Gloucester County.

- Please return four (4) original signed and sealed copies of the attached agreement along with a signed/sealed Resolution for execution by the Department. **DO NOT** enter the date on page 1.

- Signed copies of the agreement should be returned within 45 days.

- All projects constructed with Federal funds require full-time construction inspection and oversight. Failure to follow the Federal guidelines may result in the loss of Federal reimbursement.

- No reimburseable work can be performed until the project agreement is executed by the NJDOT.

Should you have any questions regarding the above, please contact Taimur Shamail at (856) 414-8489.

Sincerely,

[Signature]

Thomas Berghman
Manager
District 4 Local Aid

Enclosures
March 2022

New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement

FEDERAL AID AGREEMENT

Agreement No.: 22-DT-BLA-854
Contract ID: 22 70052
Local Public Agency (LPA)/Subrecipient: Gloucester County
CFDA Name and Number: Highway Planning and Construction 20.205
LPA DUNS Number: 957362247
Contact Name and Phone Number: Taimur Shamali(856) 414-8489

Project: 21-GC-FED-Fries Mill Road, CR 655STP-0655(301)FAP-2021-Gloucester County-00022
Municipality: Clayton Borough and Franklin Township
County: Gloucester

This Cost Reimbursement Agreement ("Agreement") is made as of the ___ day of _____, by and between the Gloucester County, having its offices at Clayton Complex Offices of Government Services 1200 N. Delsea Drive Clayton, NJ. 08312-1000 "Subrecipient" or "Local Public Agency ("LPA")") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State" or "NJDOT"); and

WITNESSETH

WHEREAS, the Congress of the United States has enacted various Transportation Authorization Bills to fund transportation programs. These transportation programs include, but are not limited to, the National Highway Performance Program (NHPP), the Surface Transportation Program ("STP"), the Congestion Mitigation and Air Quality Improvement Program ("CMAQ"), the Transportation Alternatives Program ("TA"), the Highway Safety Improvement Program ("HSIP"), the Safe Routes to School Program, and the Emergency Relief Program (collectively the "Programs");

WHEREAS, the Legislature of the State of New Jersey has enacted legislation by which certain federal aid funds may be made available for use on local transportation related projects of public entities qualified to act as Subrecipients of these federal-aid funds in accordance with the intent of federal law; and

WHEREAS, before federal funds will be made available for a specific program project, the Subrecipient and State are required to enter into an agreement to establish terms and conditions applicable to the Subrecipient when receiving federal funds for a designated project facility and to the subsequent operation and maintenance of that completed facility.

WHEREAS, the Subrecipient proposes to be the Sponsor LPA of a project eligible for funding (the "Project") pursuant to the terms and conditions of this Agreement; and
WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Subrecipient funds to finance the Project ("Project Fund") pursuant to the applicable federal and State law; and

WHEREAS, Subrecipient and the State desire to specify the conditions applicable to the financing of the costs of the Project ("Project Costs") out of the Project Fund and the obligations of the Subrecipient and the State with respect to the Project; and

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

1. Definitions
As used in this Agreement, the following terms are defined in the manner indicated below:

1.1 Local Public Agency ("LPA"): The contracting agency that is the subrecipient of Federal-aid funds administered through the NJDOT.

1.2 FHWA: Federal Highway Administration.

1.3 USDOT: United States Department of Transportation

1.4 Useful Life of the Project: the period of time assigned to the project for purposes of determining a repayment schedule or reimbursement in the event of default.

1.5 Responsible Charge: A full time public employee of the Subrecipient, who is not a consultant, and is responsible for the Project.

1.6 Construction Engineering: construction related design services including review of contractor's working drawings, responding to contractor questions regarding design, and reviewing design changes.

1.7 Construction Inspection: Subrecipient is responsible for ensuring that the project is being inspected on a full time basis throughout construction of the project. Federally funded construction projects must be built and inspected in accordance to the pertinent federal and state requirements and contract documents.

1.8 Standard Specifications: the NJDOT Standard Specifications for Road and Bridge Construction, including all Baseline Document Change ("BDC") Announcements, in effect at the time of the execution of this Agreement. The Standard Specifications are incorporated into this Agreement by reference.

1.9 Period of Performance: the period of time during which the Subrecipient is to complete the activities described herein and to incur and expend approved funds.

2. Description of Project – Scope of Work
A detailed Project description is included in the Project Scope of Work and a detailed Cost Estimate are attached to this Agreement.

3. Agreement Contract Terms

3.1 The State hereby awards a Grant of federal funds, available on a reimbursement basis, in the amount of $2,963,297.35 for the period of performance ("Project Fund"). Neither the State, FHWA, nor USDOT shall provide funding greater than this amount under this Agreement. The Subrecipient acknowledges that neither the State, FHWA nor USDOT are liable for payments that exceed this amount.

3.2 The Period of Performance for this award begins on the date of this agreement and shall continue in effect until the Project is completed and all payment vouchers have been paid subject to Section 7 below or until, based on inactivity as defined in Section 7.5.2 below. The Project shall be completed by 04/26/2024, unless either terminated or extended by written authorization of the State. Under 2 C.F.R. § 200.309, the Subrecipient shall not charge to this award costs that are incurred prior to and/or after the Period of Performance. Once the Period of Performance has concluded all obligations of the State, USDOT, and FHWA are terminated under this Agreement.

3.3 Subject to the following, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

3.3.1 The State may, in its sole discretion, terminate this Agreement for cause and all of its obligations under this Agreement if any of the following occurs:

3.3.1.1 The Subrecipient fails to begin expenditure of award funds;

3.3.1.2 The Subrecipient fails to meet the conditions and obligations specified under this Agreement, including a material failure to comply with the Period of Performance in Section 3.2 even if it is beyond the reasonable control of the Subrecipient.

3.3.1.3 The State, USDOT, or FHWA, may terminate this Agreement for convenience if, in their sole discretion, they determine that termination of this Agreement is in the public interest. Costs incurred by the Subrecipient as a result of a termination for convenience by the State or FHWA may be included in the Subrecipient’s claim for compensation.

3.3.1.4 The Subrecipient abandons the Project during any phase (planning, design, construction, etc.). The State may demand the return of all funds or the remaining funds, at its own discretion.

3.3.2 In the event the Subrecipient terminates the Agreement, the State in its discretion will determine compensation, if any, to be paid.

3.3.3 This Agreement terminates on Project Closeout.

3.4 Fund Liquidation, Adjustment, and Cancellation.
3.4.1 The Subrecipient shall liquidate all obligations under this award not later than 90 days after the Period of Performance that is listed in section 3.2.

3.4.2 Liquidation and adjustment of funds under this Agreement follow the requirements of 2 C.F.R. §§ 200.343-.345.

3.5 The Project shall not be sold, assigned or ownership transferred without the consent of the State. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, this Agreement shall be deemed terminated and the State shall be reimbursed for all money paid.

3.6 The Subrecipient shall not proceed with any work on the Project ("Project Work") for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

3.7 Subrecipient will ensure that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies.

3.8 Recipient shall solicit proposals for all work on the Project in accordance with the Brooks Act of 1972 (40 U.S.C.A. Ch. 11), 2 C.F.R. §§ 200.317-.326, and all applicable federal and state laws, rules and regulations. All contracts entered into under this Agreement must contain the applicable provisions described in 2 C.F.R. Part 200, App. II—Contract Provisions for non-Federal Entity Contracts under Federal Awards. All design solicitations and construction bid solicitations by the Subrecipient must include the following language: "Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award."

4. **Plans and Specifications**

4.1 Subrecipient shall prepare, or have prepared, if required by the State, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the NJDOT and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed.
All workmanship and materials shall conform to the Standard Specifications. If there is a deviation from these standards, the Subrecipient shall notify the State in writing of any deviation from the standards and shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. A Design Exception shall be executed when it can be documented to the State’s satisfaction that a lesser design value is the best practical alternative. The factors to be considered when determining if a lesser design value should be elected shall include social economic and environmental impacts together with safe and efficient traffic operations.

4.2 Approval for the Design Exception shall be based upon Division of Local Aid and Economic Development Policy Number 005.00 as follows:

4.2.1 All Design Exceptions for Local Aid projects on non-National Highways System (non-NHS) roadways must be prepared by a licensed professional engineer in the State of New Jersey and approved by the sponsor via a design exception certification.

4.2.2 Projects that are on NHS roads must follow the procedure outlined in the NJDOT Design Exception manual including approval by the Director of Design Services and the Federal Highway Administration.

4.2.3 The above applies regardless of funding source. The State shall notify Subrecipient when the Project is acceptable for bidding.

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

5. **Projects Eligible for Funding Under this Agreement**

5.1 **Right of Way Acquisition Projects**

5.1.1 Subrecipient shall acquire Right of Way parcels in accordance with applicable federal and state requirements, including, but not limited to, 49 C.F.R. Part 24, 23 C.F.R. § 710.203, N.J.S.A. 20:4-1 et seq., the NJDOT Right of Way Acquisition Manual and the NJDOT.

5.1.2 Subrecipient shall be responsible for preparing all maps and other documents required by the NJDOT Right of Way Acquisition Manual and Right of Way Engineering Manual.

5.1.3 Eligible costs for Right of Way acquisition projects shall include:

5.1.3.1 Cost of real property which shall be based on the actual purchase price of the parcel or easement, after negotiating a purchase agreement, or the just compensation amount as determined by a court, and
5.1.3.2 Associated direct costs of acquisition including appraisal fees, cost estimates, Right of Way plan preparation, title work, cost to acquire real property, cost of administrative settlements, relocations, and damages pursuant to 23 C.F.R. § 710.203.

5.1.4 Any amount paid to the Subrecipient under this Agreement for a parcel or easement that is later declared to be in excess and sold, may be recovered by the State.

5.2 **Design Projects**

5.2.1 Subrecipient warrants that the engineering services shall be performed or approved by an engineer licensed by the State of New Jersey Board of Professional Engineers and Land Surveyors to practice in the State of New Jersey.

5.2.2 Subrecipient covenants that Design Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline.

5.2.2.1 Certain projects shall require the pre-approval of the State, prior to the design phase, as to the applicable standards that apply, as follows:

- 5.2.2.1.1 Transportation projects other than roads and bridges,
- 5.2.2.1.2 Projects that intersect State highways,
- 5.2.2.1.3 Projects with railroad crossings within the project limits or 1000 feet outside the project limits, or
- 5.2.2.1.4 Projects with railroad crossings outside the project limits where the project could impact traffic flow across the railroad crossing.

5.2.3 Subrecipient shall prepare, or have prepared any necessary environmental documents, engineering documents, plans, specifications and estimates for the Project as required by Section 5.2 of this Agreement.

5.2.4 The Subrecipient shall not proceed with any Design Work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

5.2.5 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
5.2.6 If Subrecipient is not performing design work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible design consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.

5.2.7 If the design consultant is to be retained for construction engineering purposes during the construction phase, contracts with design consultants shall include stipulations on retaining the designer for that purpose during which the negotiated cost of the construction engineering activity should be part of the construction contract.

5.2.8 Subrecipient or its consultant shall be required to submit a design schedule to the State which should include, at a minimum, the submission dates for Project plans and descriptions for NEPA determination, environmental screening, environmental permits/approvals, preliminary plans specifications, and estimate, and for the funding authorization request package.

5.2.9 Funds for design work shall be authorized by the State once the design authorization submission has been approved. Within ten years of the date of design authorization, the Project must be awarded to a construction contractor. Failure to comply with the requirements of this provision will result in the recovery of all funds previously expended.

5.2.10 Subrecipient agrees that all pedestrian facilities shall be designed to provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, 28 C.F.R. § 35.151(e), and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed.

5.2.11 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.

5.2.12 When the Subrecipient considers the design work to be finally complete, Subrecipient shall request that the State's representative make a final review of the plans, specifications and estimate. If it is determined, after such review, that the design work has been completed in accordance with all applicable laws and requirements, Subrecipient shall submit a final invoice to the State and the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project design work.

5.3 **Construction Projects**
5.3.1 Subrecipient shall complete or cause the completion of Project Work in accordance with the plans and specifications approved by the State.

5.3.2 Subrecipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Subrecipient shall obtain all permits and licenses necessary to complete Project Work prior to federal authorization.

5.3.3 The Subrecipient shall not advertise the project until federal authorization for the Project is obtained and the State provides written authorization to proceed.

5.3.4 Subrecipient shall not proceed with any Project Work for which reimbursement shall be sought without the written authorization of the State.

5.3.5 Subrecipient shall solicit bids for the work in accordance with Section 3.8 of this Agreement. The Subrecipient shall advertise the project within sixty (60) days of the State’s authorization of funds and must award the project within six months of authorization of funds. Upon receipt of bids from responsible contractors, Subrecipient shall select the contractor submitting the lowest responsive bid. Within thirty (30) days of the award of the contract, the Subrecipient shall submit:

5.3.5.1 One copy of the summary of construction bids showing all bid quantities, unit prices, and amounts for the construction of pay items, and

5.3.5.2 A fully executed and sealed resolution awarding the contract to the lowest responsible bidder, which shall be subject to the approval of the State.

5.3.5.3 Once the State has received all of the information listed above, it shall notify Subrecipient in writing whether it has been approved. Subrecipient agrees not to contract with any contractor to whom the State has made a reasonable and timely objection.

5.3.6 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. The use of in-house staff is permitted but is subject to the approval of the State. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.

5.3.7 If Subrecipient is not performing construction inspection work in-house, Subrecipient shall solicit proposals in accordance with section 3.8 of this Agreement. Upon receipt of proposals from responsible consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.

5.3.8 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible Project Costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to
the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.

5.3.9 Upon written request of the State, the Subrecipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds. Payment and performance bonds shall be part of the contract standard items. Performance and/or Payment bonds shall be billed to the State upon award of contract.

5.3.10 Subrecipient agrees that it will cause its contractor to comply with the FHWA’s Buy America policies that require a domestic manufacturing process for all steel or iron products that are permanently incorporated in a Federal-aid highway construction project pursuant to 23 U.S.C.A. § 313 and 23 C.F.R. § 635.410; comply with the current NJDOT Standard Roadway Specifications, and the current version of the NJDOT Construction Procedures Handbook. Buy America requirements apply to products installed permanently by utility companies for all contracts within the scope of the NEPA determination regardless of whether the contract uses FHWA funding. Subrecipient agrees that it shall cause its contractor to comply with Federal ADA requirements. All pedestrian facilities constructed or reconstructed shall provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973 and 28 C.F.R. § 35.151(e) and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed. Failure to comply may result in the loss of projects funds.

5.3.11 The Subrecipient agrees that it will ensure its contractors are aware of and are in compliance with 31 U.S.C.A. § 1352 prior to execution of any agreement in order to remain eligible for Federal funds.

5.3.12 When Subrecipient considers the Project to be finally complete, Subrecipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Subrecipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The State will monitor maintenance of completed Project by the Subrecipient. Failure to maintain Project will result in the withholding of funds payable to the Subrecipient on other State funded programs.
5.3.13 The Subrecipient must designate a person in Responsible Charge who is a full time employee of the agency as per 23 C.F.R. § 635.105. The person in "Responsible Charge" of LPA administered projects need not be an engineer. This requirement applies even when consultants are providing construction engineering services. This person may share duties, but is expected to be able to perform the following duties and functions:

5.3.13.1 Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

5.3.13.2 Maintains familiarity of day to day project operations, including project safety issues;

5.3.13.3 Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

5.3.13.4 Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the project;

5.3.13.5 Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and;

5.3.13.6 Directs Project staff, agency or consultant, to carry out Project Administration and Contract Oversight, including proper documentation.

5.3.13.7 Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the Project.

5.3.14 In addition to adhering to the requirements specifically set forth in this Agreement, Subrecipient agrees that it will cause its contractor to comply with the United States Department of Transportation’s (USDOT)/FHWA’s official Disadvantaged Business Enterprises (DBE) Program Guidance, including that all contract bidders/offerors submit DBE subcontractor information and/or good faith efforts, either at the time of bid (responsiveness) or within 5 days of bid (responsibility). Guidance with regard to the DBE program can be found on the USDOT and FHWA Civil Rights’ websites.

6. Insurance

6.1 Subrecipient shall maintain or cause to be maintained:

6.1.1 General Comprehensive Liability Insurance in the minimum amount of $1,000,000.00 combined single limit plus $1,000,000.00 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic un-
amended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor’s coverage and completed operations coverage.

6.1.2 Automobile Liability Insurance in the minimum amount of $1,000,000.00.

6.1.3 Workers Compensation Insurance in the amount required by law.

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

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

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

7. Disbursement of Project Fund

7.1 It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

7.2 The State shall disburse monies from the Project Fund to Subrecipient in order to reimburse actual, eligible costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Subrecipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Subrecipient any monies in excess of the Project Fund. The Subrecipient shall reimburse its consultants/contractors for allowable expenses after the receipt of properly prepared payment vouchers as outlined in Section 7.5 of this Agreement. All monies shall be subject to appropriations and availability of funds.

7.3 The Agreement may be adjusted and/or modified unilaterally by the State to reflect the Project Costs in accordance with 23 C.F.R. § 630.106.

7.4 The final eligible costs incurred by the Subrecipient during the Project may be reimbursed by the State, subject to prior written approval, the availability of funds, and at the State’s sole discretion.

7.5 Payment Vouchers

7.5.1 Subrecipient shall prepare and submit payment vouchers for payment for approval by the State within three (3) months of initial billing by the contractor or design consultant, or six (6) months from award, whichever is first. Payment vouchers
may be submitted as frequently as every month at most but are required at least quarterly.

7.5.2 If Subrecipient does not comply with the aforementioned time periods for submitting payment vouchers, the State may determine that the Project is deemed "inactive" and, as a result, Project funds may be withdrawn by the State. The Project may also be determined inactive, at the discretion of the State, for the following reasons: failure to provide billing for eligible costs within 12 months from the initial authorization or a preceding bill, the failure to perform work properly, failure to complete the project as proposed, failure to properly submit or complete the close out documents, or any reason that the State may determine based upon the Project status and remaining work to be performed. The payment vouchers shall state, with proper documentation, the amounts due to the Subrecipient for actual, eligible costs incurred in connection with the Project. The Subrecipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

7.5.3 The parties agree that the State has sole discretion to modify the initial Agreement amount to reflect the actual, eligible costs for the Project work at the time of the award concurrence.

7.5.4 Progress Reports will accompany all payment vouchers and shall include:

7.5.4.1 A narrative description of work performed during the payment period and any difficulties or delays encountered;

7.5.4.2 A comparison of actual accomplishments to the goals established for the payment period;

7.5.4.3 A comparison, by tasks, of costs incurred with amounts budgeted, and;

7.5.4.4 A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.

7.5.4.5 Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kick off and/or preconstruction meetings.

7.5.5 The State shall review and verify such payment vouchers for payment and remunerate the Subrecipient for direct and indirect costs incurred up to a maximum Project approved budget for satisfactorily completing the Project.

7.6 Partial Payments
7.6.1 The State shall make partial payments to the Subrecipient toward the actual, eligible costs for the Project Work upon the receipt of properly drawn payment voucher for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Subrecipient concerning the percentage of work completed during any given period, that dispute shall be resolved in accordance with Paragraph 22.3 of this Agreement.

7.6.2 Subrecipient may submit payment vouchers totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. Subrecipient shall submit a final payment voucher, within six months of final inspection, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the Project by the State.

7.6.3 If the Subrecipient was found to be in good standing and compliance with the terms this Agreement, the Subrecipient can request compensation of a portion of the funds that were held as per Section 7.6.2 after a satisfactory final inspection by NJDOT and prior to the submittal of the final Payment voucher. Good standing can be defined as maintaining eligibility assessment, invoicing at a minimum of a quarterly basis, and receiving satisfactory reviews with regard to compliance with construction oversight inspections. This payment request will be accepted and processed at the sole discretion of the NJDOT.

7.7 **Consultants and Contractors**

7.7.1 The Subrecipient shall remain responsible for satisfactory performance of all work.

7.7.2 All work performed by consultant, contractors and subcontractors on the Project shall be treated as being performed by the Subrecipient.

7.7.3 Subrecipient will be paid the actual, eligible costs for the work of each contractor and consultant. The actual, eligible costs shall be considered full compensation for all costs incurred by the Subrecipient relative to the work performed by each contractor and consultant. Payment of the actual, eligible costs shall be made on monthly or quarterly payment vouchers submitted by the Subrecipient based upon the percentage of the contracted work completed as shown in the Subrecipient's monthly progress reports.

7.7.4 Subrecipient shall require its contractors and consultants to comply with the applicable cost principles set forth in this Section and the requirements of Section 12 below by placing equivalent provisions in their contracts.

7.7.5 Subrecipient shall require all subcontracting be performed in accordance with the Standard Specifications and 23 C.F.R. § 635.116.
8. **Conflict of Interest**

8.1 All FHWA Federal Aid Highway Program (FAHP) funds provided for locally administered projects must pass through NJDOT pursuant to 23 C.F.R. §172.5. NJDOT, as the grant recipient, is responsible for ensuring the Subrecipient complies with Federal requirements. This includes ensuring sufficient controls are in place to protect the public’s interest against fraud, waste, and abuse of taxpayer resources.

8.2 Federal requirements and FHWA policies do not expressly prohibit the use of the same consulting firm for design and construction inspection services on the same project. However, the use of the same firm for design and inspection may present potential conflicts of interest that provide opportunities that benefit the consulting engineering firm and not the Subrecipient. A consulting firm performing construction inspection services for the same federal-aid project that the firm also designed provides the firm an opportunity to influence or affect decisions on scope changes; design changes; construction revisions; contract change orders; and related issues. A firm may have a vested financial interest in failing to disclose deficiencies in its design work during construction, such as minimizing or ignoring design errors and omissions rather than serving the best interest of the public. Using a different firm for construction inspection provides an additional level of review and reduces the risk for potential conflicts of interest. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the Subrecipient must establish appropriate compensating controls in the form of policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services as specified in 23 CFR 172.7(b)(4).

9. **Liquidated Damages**

9.1 Liquidated damages must be specified for all federally funded projects. Liquidated Damages are defined as the daily amount set forth in the contract to be deducted from the contract price to cover damages to the State and the Subrecipient as a result of the contractor’s failure to complete work within the specified Contract Time. The amount of liquidated damages set forth in all contracts pursuant to this Agreement shall take into account the Subrecipient’s estimated costs incurred as well as road user costs. Liquidated damages must be assessed by the Subrecipient in accordance with the Standard Specifications. Failure to assess liquidated damages by the Subrecipient in accordance with the Standard Specifications, contract bid documents, and federal requirements may result in the loss of federal participation of funds.

9.2 Contract time extensions will only be granted for excusable delays specified in the Standard Specifications. Contract time extensions must be submitted and approved by Change Order as the project progresses and at the time an excusable delay occurs in accordance with the Standard Specifications.

10. **Audit Requirements**
10.1 The Subrecipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB “Super circular” 2 C.F.R. Part 200, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Subrecipient is to contract with a commercial organization they must follow 48 C.F.R. § 31.2, “Contracts with Commercial Organizations.” The Subrecipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

10.2 The State, or its agents, shall be entitled to perform an audit at the following times:

10.2.1 At any time during the performance of work set forth in this Agreement.

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

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

10.2.3.1 In the event of overpayment by the State, the Subrecipient shall refund the amount of such overpayment within thirty (30) days of the request by the State. In the event the Subrecipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Subrecipient under the terms of this Agreement or any other agreement between the State and the Subrecipient. Furthermore, the Subrecipient expressly understands and agrees that the provisions of this Section shall in no way be construed to relieve the Subrecipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.

10.2.3.2 In the event of underpayment by the State, the State shall pay sufficient funds to the Subrecipient to correct the underpayment as soon as is practicable.

10.3 The Subrecipient shall include in the Final Invoice the following release clause:

“In consideration of the requested payment of this Final Invoice, the [Subrecipient] hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement.”

10.4 Payment to the Subrecipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Subrecipient to underpayments based upon adjustments disclosed by said audits.
11. **Inspection**
Subrecipient shall permit the State or any authorized representative, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Subrecipient’s accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Subrecipient shall supply such reports and information as the State shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Subrecipient for a period of three (3) years after final payment is received from the State.

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

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

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

14.2 During the performance of this contract, the Contractor agrees as follows:
14.2.1 The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Division of Civil Rights/Affirmative Action setting forth provisions of this nondiscrimination clause;

14.2.2 The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

14.2.3 The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Division of Civil Rights/Affirmative Action, advising the labor union or workers’ representative of the contractor’s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.2.4 In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

14.2.5 No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

14.2.6 There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person
for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

14.2.7 This contract may be canceled or terminated by the contracting Public Agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

14.2.8 The notices referred to in Sections 14.2.1 and 14.2.3 may be obtained at the preconstruction conference.

15. **Nondiscrimination**

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

15.1 It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.

15.2 It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by the Subrecipient with other parties.

15.3 It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

16. **Disadvantaged Business Enterprises**

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

16.1 It is the policy of NJDOT that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); the Transportation Equity Act for the 21st Century (TEA-21); and Section V, Part B below, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R., § 26(A), (C), and (F) apply to this Agreement.
16.2 The Subrecipient and its Contractor agree that Disadvantaged Business Enterprises, as defined in 49 C.F.R. § 26(A); and in the ISTEA and the TEA-21, and Section V, Part B below, have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the NJDOT and all Contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 26 to ensure that Disadvantaged Businesses are given equal opportunity to compete for and to perform on NJDOT federally funded contracts. The NJDOT and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

17. **No Oral Modifications**

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

17.2 The Subrecipient shall request State approval for any task or line item budget revision deemed necessary to carry out the Project. The Subrecipient shall submit the request in writing to the State. The State shall provide written authorization to the Subrecipient if the request is by the State and the applicable funding agency.

18. **Notices and Demands**

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

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

If to the State:

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

Or the designated District Office, Division of Local Aid and Economic Development, serving the area of the Subrecipient:
District 1 -
Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 601-6700
Fax: (973) 601-6709
Morris, Passaic, Sussex and Warren

District 2 -
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 648-4547
Bergen, Essex, Hudson, and Union

District 3 -
1035 Parkway Avenue
Trenton, NJ 08625
Phone: (732) 625-4290
Fax (609) 530-8044
Hunterdon, Middlesex, Mercer, Monmouth, Ocean and Somerset

District 4 -
1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 414-8414
Fax (856) 486-6771
Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester and Salem

If to Subrecipient:

Vincent M. Voltaggio, P.E.
(Engineer)

Gloucester County
Clayton Complex Offices of Government Services
1200 N. Delsea Drive
Clayton, NJ, 08312-1000

This section does not apply to legal notices required by law or Court Rules.

19. Partial Invalidity

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

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

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

22. **Entire Agreement; Counterparts; Disputes**
22.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

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

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

23. **Choice of Law**
This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

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

25. **APPENDIX A - Non Discrimination - Regulations of the Department of Transportation**
relative to pursuant to N.J.S.A. 10:5-31 et seq. are attached hereto and made a part of this Agreement.
26. **APPENDIX B** - Certification of Subrecipient is attached hereto and made a part of this Agreement.

27. **APPENDIX C** - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.

28. **APPENDIX D** - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.

29. **APPENDIX E** - Certification of Subrecipient Eligibility is attached hereto and made a part of this Agreement.

30. **APPENDIX F** - Americans with Disabilities Act is attached hereto and made part of this Agreement.

31. **APPENDIX G** – Project Scope of Work is attached hereto and made a part of this Agreement.

32. **APPENDIX H** – Project Cost Estimate is attached hereto and made a part of this Agreement.
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: 21-GC-FED-Fries Mill Road, CR 655
Municipality: Clayton Borough and Franklin Township, County: Gloucester
Agreement Number: 22-DT-BLA-854
Federal Project Number: STP-0655(301)

ATTEST/WITNESSED/AFFIX SEAL: SUBRECIPIENT(LPA) Gloucester County

Name: Frank J. DiMarco Date
Title: Director

By: Name: Laurie J. Burns Date
Title: Clerk of the Board

ATTEST/WITNESSED/AFFIX SEAL: NEW JERSEY DEPARTMENT OF TRANSPORTATION

Anika James Date
Department Secretary, New Jersey Department of Transportation

By: Laine Rankin Date
Director, Division of Local Aid & Economic Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY
MATTHEW J. PLATKin (Acting)

By: Brad M. Reiter Date
Deputy Attorney General
APPENDIX A

NONDISCRIMINATION

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

1. **Compliance with Regulations:** The SUBRECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23C.F.R. § 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

2. **Nondiscrimination:** The SUBRECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT’S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.

4. **Information and Reports:** The SUBRECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the SUBRECIPIENT’S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.

6. (a) Withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies, and/or

7. (b) Cancellation, termination, or suspension of the contract, in whole or in part.
8. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

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

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

(a) Notify the Project initiator, in writing, of the type and approximate value of the work which the SUBRECIPIENT intends to accomplish by such subcontract, purchase order or lease.

(b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

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

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

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) to solicit or secure this Agreement.

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

The Subrecipient shall expressly state any exceptions in a disclosure letter to the STATE which shall accompany the Agreement after execution by the SUBRECIPIENT on submission to the Commissioner or his designee for execution.

The SUBRECIPIENT acknowledges that this certificate furnished to the STATE and which may be furnished to the U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.
APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

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

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

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.

2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.

3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.

4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the SUBRECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

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

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

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.

7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

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

Adopted on the 16th day of December, 1987
APPENDIX E
CERTIFICATION OF SUBRECIPIENT ELIGIBILITY

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

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

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

does not have a proposed debarment pending; and

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

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

Attest: SUBRECIPIENT

______________________________
Name/Title: Frank J. DiMarco
   Director

______________________________
Name/Title: Laurie J. Burns
   Clerk of the Board

Date: _________________________
APPENDIX F

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

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

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

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

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

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the SUBRECIPIENT, its agents, servants, employees and sub consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the SUBRECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the SUBRECIPIENT’S obligations assumed in this Agreement, nor shall they be construed to relieve the SUBRECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.
RECIPIENT: 34-New Jersey
FEDERAL PROJECT NO: 0655301
UEN (SAM): ML8GY7HC975
RECIPIENT PROJ. NO(S): Authorization

1. The State through its department of transportation, or other recipient, has complied, or hereby agrees to comply, with the applicable terms and conditions set forth in (a) Title 23, U.S. Code, highways; (b) The regulations issued pursuant thereto, and the policies and procedures promulgated by the Federal Highway Administration; and (c) All other applicable federal laws and regulations. 2. The State, or other recipient, stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170—Award terms for Real property subaward and executive compensation information, and 2 CFR 200, including for those funds for which such amount will be subawarded to a subrecipient, 2 CFR 200.311.3. Relative to the above-designated project, the FHWA has authorized certain work to proceed as evidenced by the date entered opposite the specific item of work. For such authorized work, the federal funds obligated or advance-construction authorized, are not to exceed the amount shown herein. The balance of the estimated total project cost is an obligation of the State or other direct recipient. 4. Such authorization of Federal funds extends only to project costs incurred by the State, or other recipient, following Federal Highway Administration’s authorization to proceed with the project.

PROJECT TITLE: CR 655 (Fries Mill Road) CR 610 Clayton-Williamstown Rd to NJ 47, Franklin Twp., Gloucester County, Local Roadway Improvement Project, Construction
PROJECT DESCRIPTION: CR 655 (Fries Mill Road) CR 610 Clayton-Williamstown Rd to NJ 47, Franklin Twp., Gloucester County, Local Roadway Improvement Project, Construction
DUNS#: SUB-ORG UEN (SAM): SUB-ORG NAME: PROJECT END DATE: 12/31/2024

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT

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</table>

ESTIMATED TOTAL COST: $3,013,305.13
TOTAL AUTHORIZED FOR PROJECT: $3,013,305.13

TRANSPORTATION, NEW JERSEY DEPT OF

AVAILABLE FUNDS CERTIFIED BY: Jeremiah Keegan DATE: 04/21/2022
APPROVED AND REQUESTED BY: Jeremiah Keegan DATE: 04/21/2022
AGRM/T/MODIFY REQUESTED BY: Maged Gabriel DATE: 04/21/2022

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY: Noni Brown DATE: 04/22/2022
APPROVAL/RECOMMENDED BY: Noni Brown DATE: 04/22/2022
APPROVED AND AUTHORIZED BY: Steven Hanson DATE: 04/26/2022

RECIPIENT REMARKS: Authorization to perform this Construction project. Preliminary Engineering was 100% funded by the project sponsor, Gloucester County.

CP=$103,885.00
Backup in file:
(1) PM Memo dated 4/7/22
(2) Environmental Reevaluation signed 4/4/22 and Environmental Exclusion Document signed 2/9/21
(3) Construction Estimate and State In-House Force Estimate.
(4) Sponsor ROW Clearance.
(5) NJDOT & Sponsor's Design Certification. (6) Sponsor Utility and Railroad Certification.

(7) Project plan location sheet
(8) PS&E Acceptance Letter dated 9/23/21
(9) Construction Environmental Authorization Checklist & Inventory Form signed 3/29/22

(10) Sponsor's Construction Inspection Estimate
Pt: Vincent Maccanordo, Taimur Shaznali
924423-Y260
AUTH-23-0070

DIVISION REMARKS: 04/22/2022 The Project is authorized pursuant to the Steward and Oversight Agreement between the NJDOT and FHWA effective June 10, 2015. (NB)
21-GC-FED-Fries Mill Roads, CR 655
Clayton Boro, Franklin Twp., Gloucester County
Federal Project No. STP-0655(301)
NJDOT Job No. 6200361

Specification No. ENGR 17-05FA

**SCOPE/DESCRIPTION OF PROJECT**
The project will consist of the resurfacing of the Fries Mill Road (CR655) between Delsea Drive (SR47) and Clayton-Williamstown Road (CR610) including intersection safety improvements, and minor drainage improvements.

The work on both roadway segments shall include but not be limited to: a mill and overlay with a 2.5 inch depth of Hot Mix Asphalt 12.5ME Surface Course. The current centerline grade will be generally held. The pavement cross slope will be developed at the typical section grades shown. Superelevation shall be created as indicated on the plans. Existing drainage patterns will be maintained. All driveway aprons shall be replaced and/or adjusted where necessary. All intersections will include the upgrade of ADA ramps to comply with current standards where required. Bicycle safe grates and NJDEP ECO compliant heads and grates will be constructed to comply with current storm water regulations. All roadway markings shall be removed and replaced. All roadway signs shall be removed and replaced. Traffic must be maintained in alternating lane traffic at all times. No detour will be permitted.

All restoration, soil erosion measures and protection of existing conditions shall be included in the contract and paid for under the item clearing site unless a specific pay item and location is indicated on the plans. Soil erosion and sediment control measures must be installed prior to any construction activities.
RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACTS
WITH (1) BRYSON & YATES CONSULTING ENGINEERS, LLC, (2) BACH
ASSOCIATES, PC, (3) PENNONI ASSOCIATES, INC., AND (4) REMINGTON
& VERNICK ENGINEERS FROM JUNE 1, 2022 TO MAY 31, 2023
IN AN AMOUNT NOT TO EXCEED $250,000.00 EACH

WHEREAS, from time to time the County of Gloucester (hereinafter “County”) has a need for
County-wide engineering services, construction inspection, environmental services, and/or other unspecified
projects, and requested proposals via RFP-22-036 from interested providers and evaluated 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 (1) Bryson & Yates
Consulting Engineers, LLC of 307 Greentree Road, Sewell, NJ 08080; (2) Bach Associates, PC of 304
White Horse Pike, Haddon Heights, NJ 08035; (3) Pennoni Associates, Inc. of 515 Grove Street, Suite 1B,
Haddon Heights, NJ 08035; and (4) Remington & Vernick Engineers of 2059 Springdale Road, Cherry Hill,
NJ 08003, each made favorable proposals to provide said services as necessary on an as-needed basis; and

WHEREAS, these contracts may be awarded without public advertising for bids in that the subject
matter of the contract is the provision of professional services for which competitive bids could not be
received in accordance with N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, each contract shall be awarded for estimated units of service in an amount not to
exceed $250,000.00 per contractor, from June 1, 2022 to May 31, 2023, which does not obligate the County
to make any purchase or obtain any service, so that no Certificate of Availability of Funds is required at this
time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County
of Gloucester that contracts are hereby authorized for professional engineering services as per RFP-22-036,
to: (1) Bryson & Yates Consulting Engineers, LLC, (2) Bach Associates, PC, (3) Pennoni Associates, Inc.,
and (4) Remington & Vernick Engineers from June 1, 2022 to May 31, 2023, in an amount not to exceed
$250,000.00 each; and, that the Director is authorized to execute and the Clerk of the Board is directed to
attest to the contracts; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to
the within awards, a certification must be obtained from the County Treasurer certifying that sufficient
funds are available at that time for that particular purpose, and identifying the line item of the County budget
out of which said funds will be paid; and

BE IT FURTHER RESOLVED that a brief notice shall be published once in the South Jersey Times
pursuant to the requirements of the Local Public Contracts Law stating the nature, duration, service and amount
of the contract, and further, stating that 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.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on June 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
BRYSON & YATES CONSULTING ENGINEERS, LLC  

THIS CONTRACT is made effective the 1st day of June, 2022, 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 BRYSON & YATES CONSULTING ENGINEERS, LLC, with an address of 307 Greentree Road, Sewell, NJ 08080, hereinafter referred to as “Contractor”.  

RECITALS  

WHEREAS, the County has a need to contract for professional engineering services regarding Countywide engineering services, construction inspection and environmental services and/or other unspecified projects, as per Engineering Specifications RFP-22-036 (hereinafter the “Specifications”); and  

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

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  

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 period of one (1) year from June 1, 2022 to May 31, 2023.  

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed $250,000.00, as per prices set forth in Contractor’s proposal dated April 26, 2022, which was submitted in response to the County’s Request for Proposal, RFP-22-036. The Proposal is incorporated into and made part of this Contract by reference.  

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 for professional engineering services regarding Countywide engineering services, construction inspection and environmental services and/or other unspecified projects, as per Engineering Specifications RFP-22-036, and Contractor’s Proposal dated April 26, 2022, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with all of the requirements set out in RFP-22-036.

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

   a. The Contractor will not discriminate against any employee or applicant for employment and 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, sex, veteran status or military service. 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.

   b. The Contractor 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.

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

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

   e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.
5. **Licensing.** If the Contractor 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 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, shall fail to fulfill in a 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, 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 affect the validity of the indemnification provisions of this Contract, nor 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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor 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. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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-22-036 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-036, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.
THIS CONTRACT is effective as of the date first written above.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners 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

______________________________
LAURIE J. BURNS,
CLERK OF THE BOARD

______________________________
FRANK J. DIMARCO, DIRECTOR

ATTEST:

BRYSON & YATES CONSULTING ENGINEERS, LLC

______________________________
By: JONATHAN A. BRYSON
Title: PRESIDENT
QUALIFICATIONS
FOR
PROFESSIONAL
SERVICES

County of Gloucester

Engineering, Construction
Inspection, & Environmental
Services and/or Other
Unspecified Projects

Office Location
307 Greentree Road
Sewell, NJ 08080

Phone: 856-589-1400
Fax: 856-582-7976

Prepared By:

Jonathan A. Bryson, President
Due Date: April 26, 2022
## Fee Schedule for 2022

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Hourly Fee Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal, Professional Engineer</td>
<td>$205.00</td>
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<tr>
<td>Senior Project Manager</td>
<td>$185.00</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Professional Engineer</td>
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</tr>
<tr>
<td>Design Engineer</td>
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</tr>
<tr>
<td>Designer</td>
<td>$135.00</td>
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<tr>
<td>Environmental Scientist</td>
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<td>Professional Planner</td>
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<td>Review Technician</td>
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<td>Senior Draftsman</td>
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<td>Draftsman</td>
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<td>Technician</td>
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<td>Professional Land Surveyor</td>
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<tr>
<td>3 Man Field Crew</td>
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<tr>
<td>2 Man Field Crew</td>
<td>$190.00</td>
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<tr>
<td>1 Man Field Crew</td>
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<td>Senior Inspector</td>
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<td>Inspector</td>
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<td>Technical Writer</td>
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<tr>
<td>Clerical</td>
<td>$85.00</td>
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<tr>
<td>Expert Testimony (Court Appearance)</td>
<td>$400.00</td>
</tr>
</tbody>
</table>
In the event that outside consultants are to be contracted by Bryson & Yates Consulting Engineers, LLC, at the request of the client, then this firm shall administer, coordinate and be compensated for such performance at an hourly rate relative to the individual.

Relating to inspection services, when applicable, any inspection procedures that exceed eight (8) hours or are not during normal working hours of 7:30 am to 5:00 pm Monday through Friday, will be charged overtime at the rate of one and one-half times that period beyond the original eight (8) hours.

| Print Cost:   | Black Line Prints | $0.55 per ft² |
|              | Sepias            | $0.80 per ft² |
|              | Mylar             | $6.00 per ft² |
|              | Xerox Copies      | $0.25 per copy|

| Mileage:     | $0.50 per mile   |
| Tolls:       | REIMBURSABLE     |
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
BACH ASSOCIATES, PC

THIS CONTRACT is made effective the 1st day of June, 2022, 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, PC, with an address of 304 White Horse Pike, Haddon Heights, NJ 08035, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the County has a need to contract for professional engineering services regarding Countywide engineering services, construction inspection and environmental services and/or other unspecified projects, as per Engineering Specifications RFP-22-036 (hereinafter the “Specifications”); and

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

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

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. TERMINATION. This Contract shall be effective for a period of one (1) year from June 1, 2022 to May 31, 2023.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed $250,000.00, as per prices set forth in Contractor’s proposal dated April 26, 2022, which was submitted in response to the County’s Request for Proposal, RFP-22-036. The Proposal is incorporated into and made part of this Contract by reference.

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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 for professional engineering services regarding Countywide engineering services, construction inspection and environmental services and/or other unspecified projects, as per Engineering Specifications RFP-22-036, and Contractor’s Proposal dated April 26, 2022, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with all of the requirements set out in RFP-22-036.

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

   a. The Contractor will not discriminate against any employee or applicant for employment and 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, afffectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. 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.

   b. The Contractor 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.

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

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

   e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.
5. LICENSING. If the Contractor 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 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, shall fail to fulfill in a 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, 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 affect the validity of the indemnification provisions of this Contract, nor 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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor 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. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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-22-036 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-036, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.
THIS CONTRACT is effective as of the date first written above.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners 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

__________________________
Laurie J. Burns,
Clerk of the Board

__________________________
Frank J. Dimarco, Director

ATTEST: Bach Associates, PC

__________________________
By: Steven M. Bach (print)
Title: President
Statement of Qualifications

Request for Proposal for
Engineering, Construction Inspection
and Environmental Services and / or
Other Unspecified Projects
(RFP # 22-036)

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

April 26, 2022
April 26, 2022

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

Attn: Ms. Kimberly Larter, QPA

Re: Request for Proposal for Engineering, Construction Inspection and Environmental Services and/or Other Unspecified Projects (RFP # 22-036)

Dear Ms. Larter:

On behalf of the entire Bach Associates staff, I am pleased to enclose one (1) original and five (5) signed copies of our Request for Proposal for Engineering, Construction Inspection and Environmental Services and/or Other Unspecified Projects for the County of Gloucester.

Bach Associates has reviewed and fully understands the County of Gloucester's Request for Proposal for Engineering, Construction Inspection and Environmental Services and/or Other Unspecified Projects.

Bach Associates provides dedicated and personal service while always maintaining focus on achieving cost effective solutions.

We welcome the opportunity to continue our service to the County of Gloucester and believe that Bach Associates' in-house integration of engineers, planners, architects, surveyors, environmental scientists and inspectors provides for the depth of professional experience needed by the County of Gloucester in achieving project goals in a professional, timely, and cost-effective manner.

We thank you for your consideration of Bach Associates. If there are any questions, comments, or if any additional information is required, please contact the undersigned at (856) 546-8611.

Very truly yours,
BACH ASSOCIATES, PC

[Signature]

Steven M. Bach, PE, RA, PP, CME
President
BACH ASSOCIATES proposes to provide professional services in accordance with the following rate schedule and invoicing procedures:

**2022 RATE SCHEDULE**

**BY PERSONNEL CLASSIFICATION**

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINCIPAL</td>
<td>$148.00</td>
</tr>
<tr>
<td>DEPARTMENT HEAD</td>
<td>$145.00</td>
</tr>
<tr>
<td>SENIOR PROJECT MANAGER</td>
<td>$140.00</td>
</tr>
<tr>
<td>PROJECT MANAGER</td>
<td>$130.00</td>
</tr>
<tr>
<td>SENIOR ENGINEER / ARCHITECT/PLANNER</td>
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<td>ENGINEER/ARCHITECT/PLANNER</td>
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<tr>
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<tr>
<td>CONSTRUCTION OBSERVER</td>
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</tr>
<tr>
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<tr>
<td>TECHNICIAN</td>
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</tr>
<tr>
<td>SURVEY PARTY CHIEF</td>
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<td>SURVEY TECHNICIAN</td>
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<tr>
<td>TECHNICAL TYPIST</td>
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</tr>
<tr>
<td>SECRETARY / CLERK</td>
<td>$45.00</td>
</tr>
</tbody>
</table>

Charges for professional services rendered will be calculated on the total hours expended in each classification. Personnel classifications can be obtained upon request to the Administrative Manager. All time expended is considered on a portal basis. Overtime authorized by the client will be charged at 1.5 multiple of the standard rate.
G. Fees

2022 RATE SCHEDULE

Support services, equipment and supplies are those expenses, listed below, required in performance of the contract.

REPRODUCTION/PRINTING

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mylar</td>
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<tr>
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<td>$4.00/sheet</td>
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<tr>
<td>Black Line (30 x 42)</td>
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<tr>
<td>Color (30 x 42)</td>
<td>$6.00/sheet</td>
</tr>
<tr>
<td>Photo Copy (Black &amp; White)</td>
<td>$0.20 per page</td>
</tr>
<tr>
<td>Photo Copy (Color)</td>
<td>$0.30 per page</td>
</tr>
</tbody>
</table>

INVOICING PROCEDURES

Invoices for services rendered will generally be presented monthly, beginning thirty (30) days following commencement of activity. Invoices are due and payable within thirty (30) days of the billing date.

Delinquent payments will be those exceeding thirty (30) days of the billing date. Interest for charges for carrying delinquent payments will be computed at a 1.25% monthly rate (15% APR) not exceeding the maximum amount permissible by law. Cost of collecting delinquent accounts, including attorney’s fees and collection agency charges, will be paid by the Client.

In the event that the Client requests termination of the work prior to completion of a report, we reserve the right to complete such analyses and records as are necessary to place our files in order and, where considered by us as necessary to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of BACH ASSOCIATES, PC, be made.

Rates are subject to change upon notification.
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
PENNONI ASSOCIATES, INC.

THIS CONTRACT is made effective the 1st day of June, 2022, 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 PENNONI ASSOCIATES, INC., with an address of 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the County has a need to contract for professional engineering services regarding Countywide engineering services, construction inspection and environmental services and/or other unspecified projects, as per Engineering Specifications RFP-22-036 (hereinafter the “Specifications”); and

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

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

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 period of one (1) year from June 1, 2022 to May 31, 2023.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed $250,000.00, as per prices set forth in Contractor’s proposal dated April 26, 2022, which was submitted in response to the County’s Request for Proposal, RFP-22-036. The Proposal is incorporated into and made part of this Contract by reference.

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 for professional engineering services regarding Countywide engineering services, construction inspection and environmental services and/or other unspecified projects, as per Engineering Specifications **RFP-22-036**, and Contractor's Proposal dated April 26, 2022, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with all of the requirements set out in **RFP-22-036**.

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

   a. The Contractor will not discriminate against any employee or applicant for employment and 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, sex, veteran status or military service. 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.

   b. The Contractor 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.

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

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

   e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with **N.J.A.C. 17:27-5.2**.
5. **LICENSING.** If the Contractor 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 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, shall fail to fulfill in a 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, 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 affect the validity of the indemnification provisions of this Contract, nor 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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor 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. **GOVERNING LAW, JURISDICTION AND Venue.** This Contract and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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-22-036 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-036, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.
THIS CONTRACT is effective as of the date first written above.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners 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

______________________         ________________________
LAURIE J. BURNS,           FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD

ATTEST:       PENNONI ASSOCIATES, INC.

__________________________

By: RONALD C. MOORE
Title: REGIONAL V.P.
April 26, 2022
GCEDX22004
Gloucester County Purchasing Department
County Administration Building
2 South Broad Street
Woodbury, New Jersey 08096
Attention: Kimberly Larter, CPA

RE: Proposal for RFP #22-036
Engineering, Construction Inspection & Environmental Services and/or other Unspecified Projects
Gloucester County, New Jersey

Dear Ms. Larter,

Pennoni’s complete staff of professionals is highly qualified to provide the wide range of services required by the County of Gloucester and looks forward to assisting the County in continuing to be one of New Jersey’s most outstanding agricultural, industrial, and residential areas. Our in-house design capabilities include wastewater and water supply systems, building demolition and related environmental services (LSRP), survey, roadways, drainage, dams, environmental engineering, structural, mechanical, and electrical engineering, parks and recreation facilities, construction inspection, and geographic information systems (GIS). We have an excellent reputation among our governmental clients for solving problems as they arise while completing jobs on schedule and within budget.

We serve a select group of counties and municipalities as their Utility or Municipal Engineer in Burlington, Camden, Cumberland and Gloucester counties and are pre-qualified to provide engineering services directly to Atlantic, Burlington, Camden, Cumberland, and Gloucester counties. Our ability to provide multiple engineering disciplines has led to the successful completion of many complex municipal projects. As a multidisciplinary firm, our breadth of services includes civil/site, construction services, environmental, geotechnical, landscape architecture and planning, materials inspection and testing, MEP, structural, survey and geospatial, transportation, water resources, and water/wastewater.

With more than 50 years in business, Pennoni reaffirms our commitment to provide personalized service to our clients and to determine the solution that best suits your needs. Our firm uses the latest technology to meet your project requirements. With an Employee Stock Ownership Program (ESOP) in place, we dedicate ourselves daily to client service, to giving back to the community, and to nurturing the entrepreneurial spirit of our employee-owners. We have received numerous awards for our work as well as our corporate culture, including national rankings by the Zweig Group and Engineering News-Record.

Pennoni is well suited to serve your needs as Engineer for the following reasons:

- Our Haddon Heights staff is readily available to meet your needs.
- We are familiar with federal and state grant and loan programs.
- We have more than 200 registered professionals in civil, mechanical, environmental, structural, architectural, and electrical engineering as well as surveying and planning. We have the necessary breadth and depth to meet the County’s needs.

Pennoni adheres strictly to the Code of Practices of the American Society of Civil Engineers and subscribes to the Canons of Ethics of the National Society of Professional Engineers. We are proud of the reputation we have developed and are committed to a high level of service and professionalism.

Respectfully submitted,

PENNONI ASSOCIATES INC.

[Signatures]
Ronald C. Moore Jr.
Regional Vice President

Beth-Ann M. Grasso, PE, CME, CFM
Project Manager
# Municipal Billing Rates

## 2022 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni’s compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>RATES: $/HOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Principal Professional</td>
<td>$235</td>
</tr>
<tr>
<td>Principal Professional</td>
<td>$220</td>
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<tr>
<td>Senior Professional</td>
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<td>Project Professional</td>
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<td>Staff Professional</td>
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<td>Associate Professional</td>
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<td>Graduate Professional</td>
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<td>Technician II</td>
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<td>Technician I</td>
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<tr>
<td>Survey Crew</td>
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<tr>
<td>Senior Field Technician</td>
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<td>Field Technician</td>
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</tr>
<tr>
<td>Laboratory Technician</td>
<td>$ 95</td>
</tr>
<tr>
<td>Building Code Official</td>
<td>$ 110</td>
</tr>
<tr>
<td>Project Assistant</td>
<td>$  80</td>
</tr>
</tbody>
</table>

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request
- 3 Person Survey Crew rates for roadwork provided upon request

“Professional” includes all disciplines (Engineer, Landscape Architect, Surveyor, Geologist, etc.)

### EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 10%
- Project Related Travel and Living Expenses: cost plus 10%
- Field Equipment, Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- Passenger Vehicles: per IRS standard rate
- Field Vehicles: $100.00/day
- Record Retrieval: $500.00/request plus reprographic charge
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.
April 25, 2022

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

Attn: Kimberly Larter, QPA

Subj: Professional Services Proposal for RFP #22-036 – Engineering, Construction inspection & Environmental Services and/or Other Unspecified Projects

Dear Ms. Larter:

REMINGTON & VERNICK ENGINEERS (RVE) is pleased to submit this proposal to provide professional engineering, construction inspection, environmental engineering services and/or other specified projects for the County of Gloucester (County). This proposal has been prepared in accordance with the specifications set forth in the County’s Request for Proposals (RFP).

RVE is a full-service consulting firm with extensive on-call experience. We have the versatility and proximity to provide Gloucester County with the services requested. RVE understands the importance of executing task-based assignments to the expectations of the County’s time, cost, schedule and quality goals while creating minimal impact to users of your facilities. We currently provide construction inspection services to the County under this contract, and recent projects include Resurfacing and Safety Improvements to Blackwood-Barnsboro Road (CR 603) and 2020 County Resurfacing.

RVE has a successful working relationship with the County and we have assembled a skilled team of professionals who will be dedicated to this contract. The proposed staff knows your personnel, policies and our knowledge and understanding will provide efficiency from the start. RVE understands the intricacies of executing assignments as an on-call pool provider. Our Team has comprehensive, hands-on experience providing the services listed in the County’s RFP.

Annina Hogan, PE, RA, CME, LEED-AP, will serve as our Principal-in-Charge. Ms. Hogan has over two decades of engineering experience, including significant local knowledge gained from serving as Principal in Charge for a variety of projects in the County. RVE is proposing Frank Seney, PE, PP again to serve as the Project Manager. Mr. Seney has more than 30 years of engineering experience and has recently managed several successful projects for the County. Joseph Ragusa, PE will serve as the QA/QC Manager of this project. He will review all work before it is submitted to the County, using his experience from serving as Project Manager on various recent County projects. Together, they will ensure that RVE’s assigned staff have the experience and capability to react to the County’s needs. RVE will augment our project staff if needed to ensure the County’s goals and objectives are satisfied.

RVE offers extensive experience executing similar anticipated projects, a strong Project Manager leading a versatile project staff and a local office with the ability to use the resources of our full-service firm. Should you have any questions or require additional information, please contact Project Manager Frank Seney, PE, PP, who is authorized to negotiate on our behalf. He can be reached by phone at 609-680-6641 or via email at Frank.Seney@rve.com. We certify our firm will be ready to start work immediately upon written notice to proceed. Thank you for considering RVE for this most-important contract.

Sincerely,

REMINGTON & VERNICK ENGINEERS

By

Leonard A. Falola, PE, PP, CME
President & CEO

RVE.com
Remington & Vernick Engineers  
Gloucester County  
Engineering, Construction Inspection & Environmental Services and/or Other Unspecified Projects  
Rate Schedule*

<table>
<thead>
<tr>
<th>Employee Title</th>
<th>Direct Labor Rate/Hour</th>
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<tbody>
<tr>
<td>Engineering Department Head</td>
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<tr>
<td>Project Manager/Engineer</td>
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<td>Senior CADD/GIS Technician</td>
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<tr>
<td>Technical Aide</td>
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<tr>
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<td>Observer (NICET I)</td>
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</table>

* Rates are based on a 2.83 Multiplier (157.63 % Overhead & 10% Profit) for Office and a 2.52 Multiplier (128.70 % Overhead & 10 % Profit) for Field. Direct Labor Rates are the average 2022 rate per employee classification. Rates include all expenses except those listed below under Direct Expense.

**Direct Expenses**

- Permit Application Fees
RESOLUTION AUTHORIZING PURCHASES FROM SOFTWARE HOUSE INTERNATIONAL CORP. VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FROM JUNE 1, 2022 TO MAY 31, 2023 IN AN AMOUNT NOT TO EXCEED $300,000.00

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements, and by resolution adopted on December 18, 2019 the County of Gloucester (“County”) joined the Sourcewell National Cooperative Pricing System as member number 47764; and

WHEREAS, the County has a need to purchase desktops, notebooks, tablets, servers, accessories and installations, as well as consultant and project manager services; and

WHEREAS, it has been determined that the County can purchase said equipment from Software House International Corp. via the Sourcewell National Cooperative Pricing System, number 081419-SHI, from June 1, 2022 to May 31, 2023 in an amount not to exceed $300,000.00; and

WHEREAS, the purchases or services shall be for estimated units on an as-needed basis and is open-ended, which does not obligate the County to obtain any service or 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 County Commissioners of the County of Gloucester that purchases from Software House International Corp. via the Sourcewell National Cooperative Pricing System, number 081419-SHI, is hereby authorized from June 1, 2022 to May 31, 2023 in an amount not to exceed $300,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer 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 County Commissioners of the County of Gloucester held on June 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION FOR THE ESTABLISHMENT OF A LOCAL EMERGENCY PLANNING COMMITTEE

WHEREAS, Executive Order No. 284 (2022) authorizes the State Emergency Response Commissions ("SERC") to designate emergency planning districts according to certain political subdivisions and to revise such designations; and

WHEREAS, the SERC has determined that Gloucester County should be designated as an emergency planning district and shall undertake the responsibilities set forth under Executive Order No. 284 and the federal Emergency Planning and Community Right-to-Know Act ("EPCRA"), 42 U.S.C. §§ 11001 to 11050; and

WHEREAS, on April 20, 2022, the SERC authorized a resolution designating the County of Gloucester a county-based Planning District; and

WHEREAS, no municipality located within Gloucester County shall constitute as an emergency planning district under the Emergency Planning and Community Right-to-Know Act, subject to the SERC’s authority to change future designations. Pursuant to Executive Order No. 284, all municipalities shall cooperate and provide relevant information to Gloucester County’s Local Emergency Planning Committee; and

WHEREAS, the County shall appoint a Local Emergency Planning Committee, supervise the Committee’s compliance with Executive Order No. 284, and otherwise comply with the requirements of Executive Order No. 284 and EPCRA.

WHEREAS, the County Office of Emergency Management will administer the operational responsibilities of the Local Emergency Planning District and the County Emergency Management Coordinator will be responsible for membership appointments and terminations of the Local Emergency Planning Committee; and

WHEREAS, the SERC shall assess and report on the results of this designation within one year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the County hereby establishes a Local Emergency Planning Committee and the County Emergency Management Coordinator will be responsible for membership appointments and terminations of the County Local Emergency Planning Committee. The County Local Emergency Planning Committee will act in accordance with the SERC resolution designating the County of Gloucester as a county-based Planning District and within the perimeters set forth in Executive Order No. 284 (2022) and the federal Emergency Planning and Community Right-to-Know Act ("EPCRA"), 42 U.S.C. §§ 11001 to 11050.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, June 1, 2022 at Woodbury, New Jersey.

ATTEST:  
COUNTRY OF GLOUCESTER

LAURIE J. BURNS,  
CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
WHEREAS, it is important that public health, safety, and the environment be protected from chemical hazards; and

WHEREAS, public knowledge and access to information on chemicals at individual facilities, their uses, and releases into the environment can help improve chemical safety and protect public health and the environment; and

WHEREAS, Executive Order No. 161 (1987) established the State Emergency Response Commission ("SERC") and authorized the SERC to perform all duties and acts prescribed by the "Superfund Amendments and Reauthorization Act of 1986," commonly known as the Emergency Planning and Community Right-to-Know Act ("EPCRA"), 42 U.S.C. §§ 11001-11050, which provides for public access to certain information relevant to chemical hazards; and

WHEREAS, Executive Order No. 161 (1987) provided that, in designating emergency planning districts, the SERC would utilize existing political subdivisions consistent with the provisions of N.J.S.A. App. A:9-30 et seq.; and

WHEREAS, sharing services across counties and municipalities can reduce costs and improve service delivery; and

WHEREAS, the EPCRA requires that members of a local emergency planning committee ("LEPC") be appointed for each emergency planning district; and

WHEREAS, terrorist attacks and other significant events, both domestic and foreign, have occurred since Executive Order No. 161 (1987) was issued, requiring counter-terrorism and preparedness efforts to enhance the public's safety, which can be seen through the creation of the Domestic Security Preparedness Task Force and the Office of Homeland Security and Preparedness ("OHSP"); and

WHEREAS, Executive Order No. 21 (2002) provides that the following documents "shall not be subject to public inspection, copying or examination": "Any government record where the inspection, examination or copying of that record would substantially interfere with the State's
ability to protect and defend the State and its citizens against acts of sabotage or terrorism, or which, if disclosed, would materially increase the risk or consequences of potential acts of sabotage or terrorism"; and

WHEREAS, information in certain documents referenced in 42 U.S.C. § 11044(a) ("11044 documents") may contain emergency and security information and procedures for buildings and facilities, that, if made widely available to the public, would jeopardize the security of such buildings and facilities; and

WHEREAS, it is possible to strike a balance between the public access requirements under EPCRA and the need to safeguard against security threats; and

WHEREAS, EPCRA requires each LEPC to make 11044 documents available to the general public during normal business hours at the location or locations designated by certain public officials; and

WHEREAS, amendments and clarifications to Executive Order No. 161 (1987) are warranted to better protect public health, safety, and the environment;

Now, THEREFORE, I, PHILIP D. MURPHY, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of this State, do hereby ORDER and DIRECT:

1. The SERC shall consist of at least nine members: including the Attorney General; the Adjutant General of the Department of Military and Veterans Affairs; the Commissioner of the Department of Community Affairs; the Commissioner of the Department of Environmental Protection; the Commissioner of the Department of Transportation; the President of the Board of Public Utilities; the Commissioner of the Department of Health; the Superintendent of the New Jersey State Police who also serves as the State Director of Emergency Management; and the Director of the OHSP. All members of the SERC shall serve ex officio and may identify a designee to participate on their behalf. The Governor may, as determined to be appropriate, appoint additional members to the SERC,
who shall serve at the pleasure of the Governor, without compensation. Paragraph 2 of Executive Order No. 161 (1987) is superseded to the extent inconsistent with this Order.

2. The SERC is authorized to call upon any department, office, division, or agency of the State to supply the SERC with information and other assistance available to such department, office, division, or agency as the SERC deems necessary to discharge its duties under federal law, Executive Order No. 161 (1987), and this Order. Each department, office, division, or agency is hereby required, to the extent not inconsistent with law, to cooperate fully with the SERC and to furnish such assistance on an as timely a basis as is necessary to fulfill the SERC’s duties.

3. The SERC is authorized to designate and revise its designations of emergency planning districts, as contemplated by Executive Order No. 161 (1987), utilizing as the basis for its designations one or more of the following political subdivisions: municipalities, multiple municipalities that have entered into a mutual aid agreement, counties, or multiple counties that have entered into a mutual aid agreement. Paragraph 4 of Executive Order No. 161 (1987) is hereby superseded to the extent inconsistent with this Paragraph.

4. The LEPC for each planning district shall include, at a minimum, representatives from each of the following groups or organizations: elected county or municipal officials, as appropriate; law enforcement, civil defense, firefighting, first aid, health, local environmental, hospital, and transportation personnel; broadcast and print media; community groups; and owners and operators of facilities subject to EPCRA. Members of LEPCs shall be designated in the first instance as follows:

   a. Municipalities. For each municipality designated as an emergency planning district, the mayor or chief executive officer of the municipality shall be
responsible for appointing and removing members to the municipality’s LEPC;

b. **Multiple-Municipalities.** For multiple municipalities designated as an emergency planning district, the multiple mayors or chief executive officers of the municipalities for those municipalities shall be responsible for appointing and removing members to the municipalities’ LEPC;

c. **Counties.** For each county designated as an emergency planning district, the county emergency management coordinator (appointed pursuant to N.J.S.A. App. A:9-42.1) shall, subject to any required governing body’s approval, be responsible for appointing and removing members to the county’s LEPC; and

d. **Multiple-Counties.** For multiple counties designated as an emergency planning district, the multiple county emergency management coordinators for those counties shall, subject to any required governing bodies’ approvals, be responsible for appointing and removing members to the counties’ LEPC.

In the event of a vacancy on a LEPC, the authority or authorities identified in paragraph 4 (a) – (d) above shall appoint a replacement. If any member of a LEPC fails to fulfill their duties, or the LEPC fails to comply with any of its duties, the authority or authorities identified in paragraph 4 (a) – (d) above shall remove the member(s) from the LEPC and appoint one or more new members to fill the vacancy(ies). In the event that a vacancy remains unfilled for 90 days by the authority or authorities identified in paragraph 4 (a) – (d), the SERC is authorized to appoint a replacement. Similarly, if the appointing authority fails to act within an appropriate time to remove a member that fails to fulfill their duties, and appoint a replacement, the SERC is authorized to remove the member and/or appoint a replacement.
5. Each LEPC shall:

a. Draft an emergency response plan ("ERP") that complies with the requirements set forth in 42 U.S.C. § 11003(c), and update the ERP once per year or more frequently if circumstances in the community change;

b. Submit a copy of the ERP, and each amendment thereto, to the SERC;

c. Make the ERP and other 11044 documents available to the general public in a reading room during normal business hours or through another secure method as may be prescribed by the SERC in the future. The LEPC must establish procedures for receiving and processing requests for these documents and designate an official to serve as the coordinator for information. The SERC may provide advice and assistance to LEPCs regarding public access to these documents;

d. Annually publish a notice in a local newspaper or maintain a webpage providing the procedures that members of the public may utilize to review or request documents under EPCRA;

e. Designate a chairperson;

f. Establish rules by which the committee shall function. Such rules shall include provisions for public notification of committee activities, public meetings to discuss the ERP, public comments, response to such comments by the committee, and access to the ERP. Such public meetings shall be subject to the Open Public Meetings Act, N.J.S.A. 10:4-6 to -21; and

g. Evaluate and make recommendations regarding the need for resources necessary to develop, implement, and exercise the ERP.

7. Municipalities and counties shall cooperate with and provide information to the LEPCs as necessary to accomplish the purpose of EPCRA, and this Order.

8. The SERC may establish a procedure for LEPCs to apply for homeland security exemptions for one or more portions of their ERP or the other 11044 documents in their possession from the public's right of access under EPCRA. The OHSP shall be responsible for reviewing requests for homeland security exemptions and providing a recommendation to the SERC.

9. Nothing in this Order shall be construed to create a private right of action to enforce the requirements outlined herein.

10. This Order shall take effect immediately.

GIVEN, under my hand and seal this 20th day of January, Two Thousand and Twenty-two, and of the Independence of the United States, the Two Hundred and Forty-Sixth.

[seal]

/s/ Philip D. Murphy
Governor

Attest:

/s/ Parimal Garg
Chief Counsel to the Governor
RESOLUTION AUTHORIZING AWARD OF A CONTRACT WITH EXCELLENCE, INC., FOR $978,234.96

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of Type III Ambulances for the Gloucester County Division of EMS; and

WHEREAS, bids were publicly received and opened on May 6, 2022; and

WHEREAS, after following proper public bidding procedure, it was determined that Excellance, Inc., with offices at 453 Lanier Road, Madison, AL 35758, was the sole responsive and responsible bidder to provide said services, for a total contract amount of $978,234.96, as more specifically described in the bid specifications PD-022-018; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of $978,234.96, pursuant to C.A.F. No. 22-04408, which shall be charged against budget line item G-02-21-250-200-20201.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board is hereby authorized to execute, and the Clerk of the Board is authorized to attest to the execution of, the contract with Excellance, Inc., for the purchase of four (4) Type III Ambulances for the Gloucester County Division of EMS, for a total contract amount of $978,234.96.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners 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 Excellance, Inc., for purchase of four (4) Type III Ambulances for the Gloucester County Division of EMS.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, June 1, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

_________________________  ______________________________
LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
EXCELLANCE, INC.

THIS CONTRACT is made effective the 1st day of June, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New
Jersey, hereinafter referred to as “County”, and EXCELLANCE, INC., of 453 Lanier Road,
Madison, AL 35758, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the
purchase of four (4) Type III Ambulances for the Gloucester County Division of EMS; and

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

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

TERMS OF AGREEMENT

1. TERM. Contract shall be effective upon the execution of contract and Vendor shall
complete delivery and all services as indicated in bid PD-022-018 or within a reasonable period
of time.

2. COMPENSATION. Vendor shall be compensated in a total contract amount of
$978,234.96, as per PD-022-018.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall as set forth in
specifications identified as PD-022-018 which are incorporated herein and made a part hereof by
reference. Should there occur a conflict between this form of contract and the bid documents, the
bid documents shall prevail.

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

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this
Contract, the Vendor agrees as follows:
The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. 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, sex, veteran status or military service. 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, sex, veteran status or military service.

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.

   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 reasonable 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 defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, 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. **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.

11. **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.

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 Vendor, 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 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.
14. **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.

15. **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.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of PD-022-018 and Vendor's bid response. If there is a conflict between this Contract and the specification or the bid response, then this Contract and the Specifications shall control.

**THIS CONTRACT** shall be effective the ____ day of __________, 2022.
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution 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

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD EXCELLANCE, INC.

ATTEST:

_____________________________

By:  
Title:
# County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**SHIP TO**

GLOUC. CO COMMUNICATION CENTER  
1200 N. DELSEA DR., BUILDING B  
CLAYTON, NJ 08312  
856-307-7100

**VENDOR**

EXCELLANCE, INC.  
453 LANIER ROAD  
MADISON, AL 35758

**SALES TAX ID # 21-6000660**

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>PURCHASE AND DELIVERY OF FOUR (4) TYPE III AMBULANCES AS PER PD 022-018</td>
<td>G-02-21-250-200-20201 Ambulances</td>
<td>978,234.9600</td>
<td>978,234.96</td>
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</tbody>
</table>

**CLAIMANT'S CERTIFICATE & DECLARATION**

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**RECEIVER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

---

**TREASURER / CFO**

**QUALIFIED/PURCHASING AGENT**

---

**MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS**

---

**VOUCHER COPY, SIGN AT TOP AND DETACH FOR PAYMENT**
RESOLUTION AUTHORIZING A PURCHASE FROM MOTOROLA SOLUTIONS, INC. C/O WIRELESS C & E, INC., VIA STATE CONTRACT #83909, FOR $24,946.75

WHEREAS, the County of Gloucester has a need to purchase seven (7) portable radios with chargers for the Gloucester County Office of Emergency Response; 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 equipment from Motorola Solutions, Inc. c/o Wireless C & E, Inc. via State Contract #83909, for $489,407.73; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of $24,946.75, pursuant to C.A.F. No. 22-04250, which $24,000.00 shall be charged against budget item 2-01-44-903-001-20203 and $946.75 shall be charged against budget line item 2-01-25-250-002-20201.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the County Purchasing Agent be authorized to purchase seven (7) portable radios with chargers for the Gloucester County Office of Emergency Response from Motorola Solutions, Inc. c/o Wireless C & E, Inc. through State Contract #83909, for $24,946.75.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, June 1, 2022 at Woodbury, New Jersey.

ATTEST:  
COUNTY OF GLOUCESTER

LAURIE J. BURNS,  
CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
**County of Gloucester Purchasing Department**  
PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS**  
THIS NUMBER MUST APPEAR ON ALL INVOICES

<table>
<thead>
<tr>
<th>NO.</th>
<th>22-04250</th>
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<tbody>
<tr>
<td>ORDER DATE:</td>
<td>05/18/22</td>
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<tr>
<td>REQUISITION NO:</td>
<td>R2-03930</td>
</tr>
<tr>
<td>DELIVERY DATE:</td>
<td></td>
</tr>
<tr>
<td>STATE CONTRACT:</td>
<td>83909</td>
</tr>
<tr>
<td>ACCOUNT NUM:</td>
<td></td>
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MOTOROLA SOLUTIONS INC  
C/O WIRELESS C & E, INC.  
153 COOPER ROAD  
WEST BERLIN, NJ 08091

SALES TAX ID # 21-6000660

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>PURCHASE OF SEVEN (7) APX6000Li PORTABLE RADIO'S W/ CHARGERS FOR EMS AS PER QUOTE DATED 5/13/2022</td>
<td>2-01-44-903-001-20203</td>
<td>24,000.0000</td>
<td>24,000.00</td>
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<tr>
<td>1.00</td>
<td>PASSED BY RESOLUTION JUNE 1, 2022 BALANCE FOR ABOVE</td>
<td>2-01-25-250-002-20201</td>
<td>946.7500</td>
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<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td>24,946.75</td>
</tr>
</tbody>
</table>

CLAIMANT'S CERTIFICATE & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

VENDOR SIGN HERE

DATE

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

TREASURER / CFO

QUALIFIED PURCHASING AGENT
## Motorola Procurement Proposal

**State of New Jersey Contract 83909**

**Motorola Solutions, Inc.**
C/O: Wireless Communications
153 Cooper Rd.
West Berlin, NJ 08091

**Attention:** Mike Krier

**Glocester County Portable Radios**

**Fire and EMS**

**Attention:** Ann O'Keefe

**Phone:** 856-746-4313
**Fax:** 856-753-9220

<table>
<thead>
<tr>
<th>NJ State Contract Info</th>
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<th>QTY</th>
<th>List Unit Price</th>
<th>Ext Unit Price</th>
<th>NJ State Discount</th>
<th>Disc Unit Price</th>
<th>Disc Extended Price</th>
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<tr>
<td>1 00002 726-88-085633</td>
<td>APX6000L1 PORTABLE 700/800MHz PORTABLE 2.5</td>
<td>7</td>
<td>$2,200.00</td>
<td>$15,400.00</td>
<td>25%</td>
<td>$1,500.00</td>
<td>$11,550.00</td>
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<tr>
<td>1a 00002 726-88-085633</td>
<td>ADD: 9600 TRUNKING OR 3800 DIGITAL TRUNKING</td>
<td>7</td>
<td>$1,570.00</td>
<td>$10,990.00</td>
<td>25%</td>
<td>$1,177.50</td>
<td>$8,242.50</td>
</tr>
<tr>
<td>1b 00002 726-88-085633</td>
<td>ADD: ADVANCED SYSTEM KEY - HARDWARE KEY</td>
<td>7</td>
<td>$5.00</td>
<td>$35.00</td>
<td>25%</td>
<td>$3.75</td>
<td>26.25</td>
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<tr>
<td>1c 00002 726-88-085633</td>
<td>ADD: TDMA OPERATION</td>
<td>7</td>
<td>$400.00</td>
<td>$2,800.00</td>
<td>25%</td>
<td>$300.00</td>
<td>$2,100.00</td>
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<tr>
<td>1d 00002 726-88-085633</td>
<td>ADD: RADIO PACKET DATA</td>
<td>7</td>
<td>$200.00</td>
<td>$1,400.00</td>
<td>25%</td>
<td>$150.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>1e 00002 726-88-085633</td>
<td>ADD: PROGRAMMING OVER P25 OTAP</td>
<td>7</td>
<td>$100.00</td>
<td>$700.00</td>
<td>25%</td>
<td>$75.00</td>
<td>$525.00</td>
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<tr>
<td>1f 00002 726-88-085633</td>
<td>ADD: HIGH CAPACITY BATT PMNN4486</td>
<td>7</td>
<td>$100.00</td>
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<td>$525.00</td>
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<tr>
<td>1g 00013 920-46-085647</td>
<td>ENH: 2 YEAR REPAIR SERVICE ADVANTAGE</td>
<td>7</td>
<td>$84.00</td>
<td>$588.00</td>
<td>0%</td>
<td>$84.00</td>
<td>$588.00</td>
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</table>

**APX Radio Accessories**

| 2 00002 726-88-085633 | IMPRES SINGLE UNIT RAPID CHARGER | 7   | $150.00         | $1,050.00      | 20%              | $120.00         | $840.00             |
| 3 VOL DISCOUNT GLOUCESTER COUNTY CONTRACT PRICE | 7 | ($500.00) | ($500.00) | 0% | ($500.00) | ($500.00) |

**Total Price:** $24,846.75

---

1. Terms and prices are quoted from the NJ State Contract - 83909
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
REMINGTON & VERNICK ENGINEERS

THIS CONTRACT is made effective the 1st day of June, 2022, 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 REMINGTON & VERNICK ENGINEERS, with an address of 2059 Springdale Road, Cherry Hill, NJ 08003, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the County has a need to contract for professional engineering services regarding Countywide engineering services, construction inspection and environmental services and/or other unspecified projects, as per Engineering Specifications RFP-22-036 (hereinafter the “Specifications”); and

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

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

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 period of one (1) year from June 1, 2022 to May 31, 2023.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed $250,000.00, as per prices set forth in Contractor’s proposal dated April 26, 2022, which was submitted in response to the County’s Request for Proposal, RFP-22-036. The Proposal is incorporated into and made part of this Contract by reference.

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 for professional engineering services regarding Countywide engineering services, construction inspection and environmental services and/or other unspecified projects, as per Engineering Specifications RFP-22-036, and Contractor’s Proposal dated April 26, 2022, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with all of the requirements set out in RFP-22-036.

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

   a. The Contractor will not discriminate against any employee or applicant for employment and 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, sex, veteran status or military service. 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.

   b. The Contractor 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.

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

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

   e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.
5. **LICENSING.** If the Contractor 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 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, shall fail to fulfill in a 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, 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 affect the validity of the indemnification provisions of this Contract, nor 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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor 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. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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-22-036 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-036, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.
THIS CONTRACT is effective as of the date first written above.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners 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

____________________________
LAURIE J. BURNS,
CLERK OF THE BOARD

____________________________
FRANK J. DIMARCO, DIRECTOR

ATTEST: REMINGTON & VERNICK ENGINEERS

____________________________
By: LEONARD A. FAIOLA, PE, PP, CME
Title: PRESIDENT & CEO
April 25, 2022

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

Attn: Kimberly Larter, QPA

Subj: Professional Services Proposal for RFP #22-036 – Engineering, Construction Inspection & Environmental Services and/or Other Unspecified Projects

Dear Ms. Larter:

REMINSTON & VERNICK ENGINEERS (RVE) is pleased to submit this proposal to provide professional engineering, construction inspection, environmental engineering services and/or other specified projects for the County of Gloucester (County). This proposal has been prepared in accordance with the specifications set forth in the County’s Request for Proposals (RFP).

RVE is a full-service consulting firm with extensive on-call experience. We have the versatility and proximity to provide Gloucester County with the services requested. RVE understands the importance of executing task-based assignments to the expectations of the County’s time, cost, schedule and quality goals while creating minimal impact to users of your facilities. We currently provide construction inspection services to the County under this contract, and recent projects include Resurfacing and Safety Improvements to Blackwood-Barnsboro Road (CR 603) and 2020 County Resurfacing.

RVE has a successful working relationship with the County and we have assembled a skilled team of professionals who will be dedicated to this contract. The proposed staff knows your personnel, policies and our knowledge and understanding will provide efficiency from the start. RVE understands the intricacies of executing assignments as an on-call pool provider. Our Team has comprehensive, hands-on experience providing the services listed in the County’s RFP.

Annia Hogan, PE, RA, CME, LEED-AP, will serve as our Principal-In-Charge. Ms. Hogan has over two decades of engineering experience, including significant local knowledge gained from serving as Principal in Charge for a variety of projects in the County. RVE is proposing Frank Seney, PE, PP again to serve as the Project Manager. Mr. Seney has more than 30 years of engineering experience and has recently managed several successful projects for the County. Joseph Ragusa, PE will serve as the QA/QC Manager of this project. He will review all work before it is submitted to the County, using his experience from serving as Project Manager on various recent County projects. Together, they will ensure that RVE’s assigned staff have the experience and capability to react to the County’s needs. RVE will augment our project staff if needed to ensure the County’s goals and objectives are satisfied.

RVE offers extensive experience executing similar anticipated projects, a strong Project Manager leading a versatile project staff and a local office with the ability to use the resources of our full-service firm. Should you have any questions or require additional information, please contact Project Manager Frank Seney, PE, PP, who is authorized to negotiate on our behalf. He can be reached by phone at 609-680-6641 or via email at Frank.Seney@rve.com. We certify our firm will be ready to start work immediately upon written notice to proceed. Thank you for considering RVE for this most important contract.

Sincerely,

REMINSTON & VERNICK ENGINEERS

By

Leonard A. Falola, PE, PP, CME
President & CEO

RVE.com
Remington & Vernick Engineers  
Gloucester County  
Engineering, Construction Inspection & Environmental Services and/or  
Other Unspecified Projects  
Rate Schedule*

<table>
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<tr>
<th>Employee Title</th>
<th>Direct Labor Rate/Hours</th>
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<td>Project Engineer</td>
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<td>Senior Engineer Technician</td>
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<td>Engineering Technician</td>
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<tr>
<td>Senior CADD/GIS Technician</td>
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<td>Technical Aide</td>
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<tr>
<td>Survey/CADD Department Head</td>
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<tr>
<td>Survey Manager</td>
<td>$60.00</td>
</tr>
<tr>
<td>Party Chief</td>
<td>$45.00</td>
</tr>
<tr>
<td>Transit Person</td>
<td>$30.00</td>
</tr>
<tr>
<td>Resident Inspector</td>
<td>$65.00</td>
</tr>
<tr>
<td>Observer (NICET IV)</td>
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<tr>
<td>Observer (NICET III)</td>
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<td>Observer (NICET II)</td>
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<tr>
<td>Observer (NICET I)</td>
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</tr>
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</table>

* Rates are based on a 2.83 Multiplier (157.63 % Overhead & 10% Profit) for Office and a 2.52 Multiplier (128.70 % Overhead & 10 % Profit) for Field. Direct Labor Rates are the average 2022 rate per employee classification. Rates include all expenses except those listed below under Direct Expense.

**Direct Expenses**

- Permit Application Fees
RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE
ARPAR PHASE OF THE EMERGENCY FOOD AND SHELTER PROGRAM (EFSP)
FROM NOVEMBER 1, 2021 TO APRIL 30, 2023 FOR $153,312.00

WHEREAS, the National Emergency Food and Shelter Board, as the funding agency,
has allotted $461,460.00 to the Gloucester County jurisdiction under the ARPAR Phase
(American Rescue Plan Act) of the Emergency Food and Shelter Program (“EFSP”); and

WHEREAS, the Local Emergency Food and Shelter Board, through the Gloucester
County Human Services Advisory Council has notified the County of the award of $153,312.00
of the allotted amount, to be used by the Division of Social Services to purchase and distribute
food cards, and to assist with the emergency utility and back rent/mortgage needs of County
residents who come to the Division of Social Services in need; and

WHEREAS, the County Division of Social Services has reviewed all data supplied to the
funding agency and certifies to the Board of County Commissioners of the County of Gloucester
that all data contained therein is true and correct, and that the County Treasurer has reviewed and
approved said application.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of
the County of Gloucester that the Board hereby accepts the funds awarded under the ARPAR
Phase of the Emergency Food and Shelter Program for the term November 1, 2021 to April 30,
2023 for $153,312.00; and

BE IT FURTHER RESOLVED that the Board of County Commissioners of the County
of Gloucester hereby confirms that the funds received will be used pursuant to the terms and
requirements set forth by the funding agency, and that the County Division of Social Services
shall be responsible for implementation.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on June 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
Your jurisdiction has been selected to receive an award under Phase ARPAR of the Emergency Food and Shelter Program (EFSP) based upon the available statistics. Congress has appropriated $400,000,000 in supplemental funding under the American Rescue Plan Act (ARPA) to respond to the continuing COVID-19 impact on communities. Your jurisdiction’s award is based upon your jurisdiction’s total number of unemployed as compared to the total number of unemployed in all qualifying jurisdictions. Your I.D. #, award amount and maximum administrative allowance are indicated below:

Gloucester County
ID# : ARPAR-5976-00
Total Award : $461,460.00
Amount available FROM ABOVE for administrative allowance : $9,229.00

The award to the EFSP of $400,000,000 for Phase ARPAR (Fiscal Year 2021) is an increase from the funding level received in Phase 38 (Fiscal Year 2020). Please remember that EFSP funding is appropriated annually, and the program can receive level funding, be increased or be decreased each year. Your jurisdiction’s award is directly related to the average number of unemployed individuals for the time period used for Phase ARPAR (December 2020 – November 2021). Your Congressional Representatives have been notified of this award.

Phase ARPAR Local Board Plan materials, including instructions in the EFSP Website Guide for completing and submitting the plan electronically, can be found on the website, efsp.unitedway.org. You will need to access the information by using your login credentials that were provided to all Local Board members and LROs. If you have forgotten your login information, go to the website and click on forgot password. After providing the email that is registered with EFSP, the password will be sent to you. If you did not receive your login information, please contact National Board staff at efsp@www.unitedway.org.

If they have not already done so, your Local Board should immediately begin your processes including the advertisement of funds, application process and decision-making process. Please remember that your jurisdiction’s Final Reports for Phases 37, 38, and CARES must be received along with spreadsheets and documentation for LROs, if requested, before funds for Phase ARPAR can be released. Agencies that participated in EFSP in past phases and have outstanding compliance exceptions in any phase, including phases 37, 38, and CARES, must resolve them before funds can be released. Payments cannot be made to agencies with outstanding compliance exceptions.

Local Boards must ensure that agencies selected for funding meet the requirements on the Local Recipient Organization (LRO) Certification Form and should ensure that all selected LROs have signed the Phase ARPAR LRO Certification and/or Fiscal Agent/Fiscal Conduit form prior to the submission of the Local Board Plan. LROs must submit the LRO Certification and/or Fiscal Agent/Fiscal Conduit forms to the National Board. In addition, in selecting agencies for funding, Local Boards should ensure that agencies selected have the capacity to either charge back or expend Phase ARPAR funding during the jurisdiction’s selected spending period. Agencies selected must be able to completely and accurately obtain, retain and submit (if requested) the required expenditure documentation with their Final Reports and required spreadsheets. Please refer to the Recommendation Letter for LROs with outstanding compliance problems or that have previously returned funds.

In keeping with the emergency nature of this award, the award materials include a due date for the Local Board Plan to be received by the National Board. Jurisdictions that do not submit their Local Board Plans by the specified due date risk losing the funds.

Please contact the National Board staff at efsp@www.unitedway.org or (703) 706-9660 if you have any questions or need assistance in preparing your plan.
## Local Board Plan Details

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<tr>
<th>Phase</th>
<th>ARPAR</th>
<th>Part</th>
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<tr>
<td>LB Number</td>
<td>597600</td>
<td>LB Name</td>
<td>Gloucester County</td>
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<tr>
<td>Start Date</td>
<td>11/01/2021</td>
<td>End Date</td>
<td>04/30/2023</td>
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<td>Meeting Frequency</td>
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<td>Submission Date</td>
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<td>Award Type</td>
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<tr>
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<td>Submitted By</td>
<td>Shane Stevenson</td>
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<th>Mass Shelter</th>
<th>Other Shelter</th>
<th>Supplies / Equipment</th>
<th>Rehabilitation</th>
<th>Rent / Mortgage</th>
<th>Utility Assistance</th>
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<td>$10,000</td>
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GRANT REQUEST FORM

DATE: 5/23/2022

1. TYPE OF GRANT
   x NEW GRANT  __RENEWAL

2. GRANT TITLE: Emergency Food and Shelter National Board Program

3. GRANT TERM: FROM: __11-1-2021________ TO: ___4-30-2023________

4. DATE APPLICATION DUE TO GRANTOR: ________________

5. CFDA NUMBER: ___________________________

6. STATE GRANT NUMBER: ___97.024_________

7. COUNTY DEPARTMENT: Gloucester County Division of Social Services

8. DEPT. CONTRACT PERSON & PHONE NO. Jim Sinclair 856-256-2270

9. NAME OF FUNDING AGENCY: Emergency Food and Shelter National Board, United Way

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The National Food and Shelter Board has allotted $461,460.00 to Gloucester County for emergency needs of County residents. The Local Emergency Food and Shelter Board, through Gloucester County Human Services Advisory Council has awarded $153,312.00 of this to the Gloucester County Division of Social Services to purchase food certificates and to assist with the emergency utility and back rent/mortgage needs of County residents who come to the Division of Social Services in need of food.

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes

12. INDIRECT COST (IC) RATE __ %

13. IC CHARGED TO GRANT: $________

14. FINANCIAL: REQUESTED MANDATED

   GRANT FUNDS $ 153,312.00
   CASH MATCH $______
   IN-KIND MATCH $______
(Attached Documentation)
TOTAL PROGRAM BUDGET $153,312.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)
   TOTAL SALARY & WAGES (a): $ __________
   TOTAL OTHER EXPENSES (b): $ __________
   TOTAL FRINGE (c): $ ________________
   TOTAL PROGRAM COST (d): $ __________
   TOTAL GRANT FUNDING (e): $ __________
   TOTAL COUNTY FUNDING (f): $ __________

DEPT. HEAD: __________________________
            Shane Stevenson

DATE: 5-23-2022

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF
THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER’S
OFFICE:

☐ GRANT REQUEST FORM
☐ GRANT REVIEW SHEET
☐ C-2 FORM
☐ GRANT APPLICATION
☐ RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT
AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN
EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.
The Gloucester County Division of Social Services is seeking to assist in addressing the emergency utility and back rent/mortgage needs of Gloucester County residents by preventing shutoffs and evictions with the payments up to $750 per household for utilities and $2,000 per household for rent/mortgage. Each Gloucester County resident requesting assistance with utilities and/or rent/mortgage will need to provide verification of arrearages. Records will be kept by the Accounting Department.

20430-Utilities: $50,618.00
20430-Rent/Mortgage: $91,462.00
The Gloucester County Division of Social Services is seeking to assist in addressing the emergency food needs of Gloucester County residents by having a supply of $10 and $20 denomination food cards readily available for distribution to anyone in need of food once every sixty (60) days. All food cards will be stamped “food only”. Each Gloucester County resident requesting emergency food will be allocated $20 per person per day for a maximum of three (3) days. Careful records of all food cards distributed will be kept by the Accounting Department.

20430-Food: $11,232.00
RESOLUTION AUTHORIZING THE ACCEPTANCE OF ADDITIONAL FUNDING FROM THE NEW JERSEY DEPARTMENT OF HEALTH, OFFICE OF LOCAL PUBLIC HEALTH REGARDING THE 2022/2023 COVID-19 VACCINATION SUPPLEMENTAL FUNDING PROGRAM FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $250,000.00

WHEREAS, the County of Gloucester through the Department of Health previously received grant funding from the New Jersey Department of Health for the 2022/2023 COVID-19 Vaccination Supplemental Funding Program in the amount of $250,000.00, to be used to support the County in sustaining vaccination operations and to increase COVID-19 vaccinations among high-risk, under-served, and vulnerable populations; and

WHEREAS, by letter of amendment dated May 6, 2022 from the New Jersey Department of Health, the County was notified of additional funding awarded in the amount of $250,000.00, for a total grant amount of $500,000.00 for the term July 1, 2022 to June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County hereby accepts the additional funds from the New Jersey Department of Health in the amount of $250,000.00, for the 2022/2023 COVID-19 Vaccination Supplemental Funding Program (State Grant ID No. OLPH22VSF032) for a total grant award of $500,000.00 for the term July 1, 2022 to June 30, 2023; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby confirms that the funds awarded will be used pursuant to the terms of the grant agreement, and that the County Department of Health will be responsible for grant implementation and compliance with all applicable regulations of the granting authority.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on June 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
May 6, 2022

Annmarie Ruiz
Health Officer
Gloucester County Department of Health & Senior Services
204 East Holly Avenue
Sewell, New Jersey 08080

Dear Annmarie Ruiz,

SUBJECT: LETTER OF AMENDMENT

The New Jersey Department of Health, Office of Local Public Health is amending your Vaccination Supplemental Funding FY 2022-2023 grant (OLPH22VSF032). The amount of $250,000 will be added to your current grant. The funds will be distributed as follows:

<table>
<thead>
<tr>
<th>Project Category</th>
<th>Current Funding Amount</th>
<th>Amended Funding Amount</th>
<th>Proposed Total Funding Amount</th>
<th>Budget Period (obligated by)</th>
</tr>
</thead>
<tbody>
<tr>
<td>VSF</td>
<td>$250,000</td>
<td>-</td>
<td>$500,000</td>
<td>06/30/2023</td>
</tr>
<tr>
<td>VSF – Year 2</td>
<td></td>
<td>$250,000</td>
<td></td>
<td>06/30/2023</td>
</tr>
</tbody>
</table>

Funding under a grant agreement is expressly dependent upon the availability of funds to the Department, appropriated by the State Legislature from State or Federal revenue or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this agreement, resulting from the absence of available funding appropriations.

The grant award will further be contingent upon the fiscal and programmatic completeness of your grant, as well as the fulfillment of the current grant objectives. Attachment C negotiations with your Program Management Officer regarding the specific objectives/deliverables for your grant should begin simultaneously with the preparation of this amendment. These specifics will be utilized to monitor and evaluate grant performance. **Grant Amendments are to be completed on-line via the System for Administering Grants Electronically (SAGE).** SAGE can be accessed at [www.sage.nj.gov](http://www.sage.nj.gov). Paper applications will not be accepted.

If you have any questions or are in need of assistance, contact Valerie Love, Program Management Officer, at Valerie.Love@doh.nj.gov or Shaqwana Davis, Grant Management Officer, at Shaqwana.Davis@doh.nj.gov.
Sincerely,

Shereen Semple, MS
Director
Office of Local Public Health

cc: SAGE Application
   Jamie Weller, Deputy Director
   Carl Michaels, Administrator
   Valerie Love, Program Management Officer
   Shaqwana Davis, Grant Management Officer
BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 05/20/2022

1. GRANT TITLE: COVID-19 Vaccination Supplemental Funding

2. DEPARTMENT: Health and Human Services

3. GRANT ID NUMBER: STATE: OLPH22VSF032
FEDERAL: 

4. FUNDING AGENCY CONTACT PERSON: Shereen Semple

5. FUNDING AGENCY PHONE NUMBER: 609-292-6972

6. GRANT AMOUNT: $250,000.00

7. A. CASH MATCH AMOUNT: 
(Attach mandated documentation)

B. IN-KIND MATCH: 

C. MODIFICATION AMOUNT: $250,000.00

D. NEW TOTAL: $500,000.00

8. CONTRACT PERIOD: FROM: 07/01/22 TO: 06/30/23

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: 

REIMBURSEMENT: MONTHLY: 
QUARTERLY: X
END OF CONTRACT: 
OTHER (EXPLAIN) 

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES ___ NO ___
ARE THEY MONTHLY ___ QUARTERLY ___ END OF CONTRACT ___

LIST DATES REPORTS ARE DUE: October 17, 2022; January 16, 2023; April 14, 2023; and July 31, 2023 __________________
11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES____ NO_____ X____
   (IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING
   SENT OUT FOR RFP’S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES____ X____ NO_____
    EXPLAIN: ______________________________________________________

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET
    RESOLUTION: Additional funds were received to support the County’s Division of
    Health Services in sustaining vaccination operations and increase COVID-19
    vaccination among high-risk, underserved, and vulnerable populations.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
    YES____ X____ NO_____

    DEPARTMENT HEAD: ________________________________
                       __________________
                       Signature

    DATE: ________________________________

---------------------------------------------------------------------

                    Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: ________________________________

DATE RECEIVED BY BUDGET OFFICE: ________________________________

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. ________________________________
   __________________
   Signature

2. ________________________________
   __________________
   Signature

Revised: 9/22/03

Budget  101 Salaries and Wages  $ 145,600.00
        994 Fringe                   87,418.00
        275 Printing                 1,800.00
        432 Medical Supplies        5,513.00
        410 Office Supplies         305.00
        499 Other Supplies          5,364.00
        970 Travel                  4,000.00

TOTAL                                  250,000.00
# 2022-2023 Gloucester County Budget
## Other Expense Request Explanations

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<th>Amount</th>
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<td>1800</td>
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<tr>
<td>The cost to print flyers and EUAs</td>
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</tr>
<tr>
<td>410 Office Supplies</td>
<td>305</td>
</tr>
<tr>
<td>Purchase of general office supplies, i.e. pens, paper folders etc.</td>
<td></td>
</tr>
<tr>
<td>plus the purchase of drumkits and color cartridges for Color Laser Printer</td>
<td></td>
</tr>
<tr>
<td>432 Medical Supplies</td>
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</tr>
<tr>
<td>Epinephrine</td>
<td>5,364</td>
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<tr>
<td>Other Medical supplies Gloves, Needles etc</td>
<td>5,513</td>
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<tr>
<td>970 Travel</td>
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<td>Cost of travel offsite to and from homebound residents per FEMA rates</td>
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<td><strong>Total</strong></td>
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<td><strong>Total</strong></td>
<td>233,018</td>
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| Department Code | 330 |
| Department      | Health & Human Services |
| Submission Date | 5/20/2022 |
| Revision Date   | |
RESOLUTION AUTHORIZING PURCHASES FROM WHITE CAP, LP VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM IN AN AMOUNT NOT TO EXCEED $80,000.00.

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes government contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements, and by Resolution adopted on December 18, 2019 the County of Gloucester ("County") joined the Sourcewell National Cooperative Pricing System as Member No. 47764; and

WHEREAS, the County has a need to purchase building materials, construction supplies and equipment, industrial supplies and equipment and safety supplies from White Cap, LP via the Sourcewell National Pricing System, No. 121218-HDS, for use by the Department of Buildings and Grounds; and

WHEREAS, it has been determined that the County can purchase said supplies and equipment from White Cap, LP, of 1540 Delmar Drive, Folcroft, PA, 19032, using the Sourcewell National Cooperative Pricing System from June 1, 2022 to May 31, 2023; and

WHEREAS, the contract is for estimated units of purchases, on an as-needed basis and is open-ended, which does not obligate the County to make any purchase; therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Gloucester that the purchase of building materials, construction supplies and equipment, industrial supplies and equipment and safety supplies is hereby authorized with White Cap, LP, through the Sourcewell National Cooperative Pricing System, No.121218-HDS, for an amount not to exceed $80,000.00 from June 1, 2022 to May 31, 2023; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered under this award, a certification must be obtained from the County Treasurer certifying 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 County Commissioners of the County of Gloucester held Wednesday, June 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY ANTHONY D. McALISTER AND LAUREN McALISTER FOR $369,063.10

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the “Board”) was previously established by the Board of County Commissioners 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, Anthony D. McAlister and Lauren A. McAlister, husband and wife, having presented themselves as the owner of the land and premises located in the Township of Franklin (hereinafter “Franklin”), and known as Block 5602, Lot 19, on the Official Tax Map of the Township of Franklin (hereinafter collectively the “Property”), which consists of approximately 67,718 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, Anthony D. McAlister and Lauren A. McAlister, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

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

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

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of $369,063.10 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 Treasurer of the County of Gloucester has certified the availability of funds in the amount of $369,063.10, pursuant to C.A.F. No. 22-04350, 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 County Commissioners 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 Anthony D. McAlister and Lauren A. McAlister, in the Township of Franklin, County of Gloucester, State of New Jersey for $369,063.10; and

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Anthony D. McAlister and Lauren A. McAlister, in regard to the County’s purchase of development easements in the farm premises known as Block 5602, Lot 19 in the Township of Franklin, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Commissioners 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 a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, June 1, 2022 at Woodbury, New Jersey.

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR
**County of Gloucester Purchasing Department**  
PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS**  
This number must appear on all invoices

**NO.** 22-04350

**ORDER DATE:** 05/23/22  
**REQUISITION NO:** R2-04099  
**DELIVERY DATE:**  
**STATE CONTRACT:**  
**ACCOUNT NUM:**

---

**SALES TAX ID #: 21-6000660**

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<td>1.00</td>
<td>Dev. Rights Easement Resolution Authorizing the purchase of a development easement on the farm property owned by Anthony D McAlister and Lauren A McAlister, Block 5602, Lot 19 in Franklin Township, valued at $5450.00 per acre and consisting of 67.718 acres for a total of $369,063.10, for Farmland Preservation.</td>
<td>T-03-08-509-372-20548</td>
<td>369,063.1000</td>
<td>369,063.10</td>
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**TOTAL**  
369,063.10

---

**CLAIMANT'S CERTIFICATE & DECLARATION**  
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**RECEIVER'S CERTIFICATION**  
I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

**APPROVAL TO PURCHASE**  
Do not accept this order unless it is signed below

---

**TREASURER / CFO**

---

**MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS**

---

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
CONTRACT TO SELL DEVELOPMENT EASEMENT

*******

ANTHONY D. MCALISTER AND LAUREN A. MCALISTER

TO

THE COUNTY OF GLOUCESTER

*******
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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: ANTHONY D. MCALISTER AND LAUREN A. MCALISTER, having an address of PO BOX 821, Malaga, NJ, 08328 (hereinafter 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: Block 5602, Lot 19 in the Township of Franklin, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: $5,450.00 ASSUMED ACREAGE: Approximately 67.718 acres

ESTIMATED GROSS SALES PRICE: $369,063.10

# OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE

# OF EXCEPTION AREAS: 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 advisors -- including Buyer's tax, legal and financial
consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer’s payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller’s successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

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

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

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

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

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

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

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

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:
a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller’s knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller’s knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller’s knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

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

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

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

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

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

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

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

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

a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

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

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

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

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

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

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

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

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

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

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

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

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

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer’s choice, and at Buyer’s expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller’s authorization to Buyer’s surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller’s dispute with the determination of Buyer’s surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller’s possession within ten (10) days of the Effective Date.

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

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

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

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller’s period of ownership. Buyer’s acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer’s payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

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

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

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

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

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

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

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

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer’s demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.
(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

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

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

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

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

a. sue for specific performance;

b. cancel the agreement;

c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;

d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller’s application;

e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil
approved as to quality by the NRCS.

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

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller’s transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

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

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

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

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.
18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

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

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

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

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

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

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

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

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

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

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

BY: __________________________
    ANTHONY D. MCALISTER

BY: __________________________
    LAUREN A. MCALISTER

BUYER:

COUNTY OF GLOUCESTER

BY: __________________________
    FARNK J. DIMARCO
    COMMISSIONERS DIRECTOR

Federal Tax ID Number/
Social Security Number
ACKNOWLEDGMENT

STATE OF NEW JERSEY )
COUNTY OF GLOUCESTER ) ss:

I certify to the following:

On ________________, 2022, ANTHONY D. MCALISTER AND LAUREN A. MCALISTER, personally came before me, and acknowledged under oath, to my satisfaction, that:

(a) He/She is named in, and personally signed the foregoing agreement: and

(b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,

(c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

________________________________________
Notary
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:

SELLER:

BY: 

 Date: 

ANTHONY D. MCALISTER

BY:

LAUREN A. MCALISTER
CERTIFICATION

I have made a personal inspection of the property that is the subject of this report.

The reported analyses, opinions and conclusions are LIMITED only by the reported assumptions and limiting conditions (contained on other pages herein), and are MY PERSONAL, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is SUBJECT TO THE REQUIREMENTS of the Appraisal Institute relating to review by its duly authorized representatives.

I have NO PRESENT OR PROSPECTIVE INTEREST in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My COMPENSATION for completing this assignment IS NOT CONTINGENT upon the development or reporting of a predetermined value or direction in value that favors the cause of the County of Gloucester, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal ASSISTANCE to the person signing this certification.

As of the date of this report, Steven Bartelt, MAI, SRA has completed the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

NO CHANGE MAY BE MADE, on any section of this report. Further, the appraiser will bear no responsibility for such unauthorized change.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester, for their EXCLUSIVE USE. It was made for the function of development easement purchase and NOT intended for any other use. The appraiser hereby DISCLAIMS ANY AND ALL LIABILITY for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than the County of Gloucester.

<table>
<thead>
<tr>
<th>Valuation Scenario</th>
<th>Estimated Value per Acre ($)</th>
<th>Total Value 68.5 +/- Net Acres</th>
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</thead>
<tbody>
<tr>
<td>Before Easement</td>
<td>$10,500</td>
<td>$719,250</td>
</tr>
<tr>
<td>After Easement</td>
<td>$4,100</td>
<td>$280,850</td>
</tr>
<tr>
<td>Value of Development Easement</td>
<td>$6,400</td>
<td>$438,400</td>
</tr>
</tbody>
</table>

Steven W. Bartelt, MAI, SRA, AI-GRS
NJ SGRA #42RG00011400
December 21, 2021
November 23, 2021

The County of Gloucester
Office of Land Preservation
Eric Agren, Program Coordinator
1200 N. Delsea Drive, Building “A”
Clayton, NJ 08312

Re: Appraisal of the McAlister Farm
1048 Dutch Mill Road
Block 5602 Lot 19
Franklin Township
Gloucester County, New Jersey

Dear Mr. Agren:

In accordance with your request, for an appraisal of the above referenced property, I respectfully submit the attached appraisal report. Based on our analysis, along with the assumptions and limiting conditions contained herein, it is our opinion that the market value of the Reiss Farm, land only as described herein, as of November 17, 2021, is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Per Acre</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Before Easement</strong></td>
<td>$8,000</td>
<td>$548,000</td>
</tr>
<tr>
<td><strong>After Easement</strong></td>
<td>$3,500</td>
<td>$239,750</td>
</tr>
<tr>
<td><strong>Development Easement</strong></td>
<td>$4,500</td>
<td>$308,250</td>
</tr>
</tbody>
</table>

The value reported above and herein reflects 68.5 acres of land only, as instructed by the SADC Appraisal Order Checklist. I thank you for the opportunity to provide this service to you. If you have any questions or requests, please do not hesitate to contact me.

Sincerely,

Justin E. Molinari

attachment
McAlister Property
Buffer (1/2 Mile) and Preserved Farms
Block 5902, Lot 19 Franklin Township
GloUCESTER County
Application Outside Pinelands Management Areas

McAlister Project Boundary
Preserved Farms
Preserved Open Space
Half Mile Buffer
Water Bodies
Pinelands Boundary

0 250 500 1,000 1,500 2,000 Feet

Map Prepared August 13, 2021
NJDEP Bureau of Land Use Regulation & Geospatial Services
Public Records and Geospatial Services Unit
This map is intended for planning purposes and shall not be used in legal proceedings.

5602/19
67.97 Acres
RESOLUTION AUTHORIZING THE 2022 SALARY AGREEMENT WITH RUTGERS COOPERATIVE EXTENSION DIVISION FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $125,869.00

WHEREAS, the Rutgers New Jersey Agriculture Experiment Station (NJAES), Cooperative Extension, an integral component of Rutgers, The State University, and the County of Gloucester have cooperated to provide educational programs in the areas of 4H Youth Development, natural resource management, and other related matters, pursuant to the Smith-Lever Act, New Jersey Enabling Legislation, and prior resolutions of the Board of County Commissioners of the County of Gloucester; and

WHEREAS, the County, as in the past, agrees to provide certain financial support to the Cooperative Extension programs by payment of certain salaries of individuals to present the programs and manage the services, in accordance with the terms of agreement contained in a Memorandum of Understanding previously authorized and executed; and

WHEREAS, on an annual basis it is necessary and appropriate for the County and Rutgers NJAES, Cooperative Extension to execute an annual Salary Agreement setting forth the extent of the financial support of the County; and

WHEREAS, this is for estimated units of service in an amount not to exceed $125,869.00, and is open-ended, which does not obligate the County to make any purchase or use any service, and prior to any services rendered, a Certificate of Availability shall be obtained from the County Treasurer certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board to attest to, the 2022 Salary Agreement between the County and Rutgers NJAES, Cooperative Extension, from January 1, 2022 to December 31, 2022, in an amount not to exceed $125,869.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, June 1, 2022 at Woodbury, New Jersey.

ATTEST:  COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Frank J. Dimarco, Director
2022 COUNTY SALARY REIMBURSEMENT AGREEMENT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
RUTGERS COOPERATIVE EXTENSION
RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

This agreement made between Rutgers Cooperative Extension, headquartered at the New Jersey Agricultural Experiment Station, part of Rutgers, The State University of New Jersey, hereinafter called RCE, party of the first part, and the County of Gloucester, hereinafter called COUNTY, party of the second part, beginning the 1st of January, 2022.

To provide a Cooperative Extension program as mandated by state and federal law and outlined in the Memorandum of Understanding between the two aforementioned parties for the residents of the County of Gloucester in the areas of agriculture and resource management, family and community health sciences, and 4-H youth development and other related programming such as marine fisheries, water quality and aquaculture, Expanded Food Nutrition Education Program, etc., which may be pertinent to address specific county needs, the parties agree to the following:

a. RCE will provide the amount as indicated on the salary addendum, of the salaries/wages of the faculty and professional staff involved and 100% of Rutgers University fringe benefits, as determined by the state/federal government and made available to all Extension faculty and staff professionals. RCE will also provide subject matter resources such as state specialist subject area research support and publications for the Cooperative Extension program planned and implemented within the County of Gloucester. RCE faculty and
professional staff located in the County are permitted to assume programmatic roles on a reciprocal trade arrangement with neighboring counties or regions as outlined in this agreement.

b. The County will pay the amount as indicated on the salary addendum, of the salaries/wages and fringe benefits if not provided by the state/federal government, estimated at $125,869 for the period of January 1, 2022 to December 31, 2022 for employees listed on the salary addendum. Should employment of any person in a RCE position cease, RCE will request to utilize the remaining COUNTY funds for part-time temporary employee(s) in the programmatic area(s) in Gloucester County with agreement to be indicated in writing.

c. RCE will bill the COUNTY bi-annually for reimbursement of approximately one-half of the agreed amount of the actual annual salary and wage costs with payments due July 1 and December 1.

This annual salary and wage agreement is meant to provide each party with simplified personnel and payroll administration for RCE faculty and staff and is not intended to alter the terms of the Memorandum of Understanding between the parties, the enabling federal and state legislation, nor the accepted county relationships established for these employees (i.e., unclassified county employee status, supervision of county paid staff, driving county vehicles, liability coverage, etc.). This agreement shall be renewed by both parties on an annual basis with the completed and authorized copy to be returned to RCE by June 15th of each year.
COUNTY OF GLOUCESTER

ATTEST:

___________________________  ________________
Signature                       Date                       Signature                       Date

__________________________________________
Name (Please Print)                Name (Please Print)
Board of Chosen Freeholders

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

ATTEST:

___________________________  ________________
Michelle Infante-Casella         5-16-22
County Extension Department Head Date

Kathleen Howell
Associate Director of Administration,
Rutgers Cooperative Extension

5-13-22
Date

___________________________
Brian J. Schilling, Ph.D.
Director, Rutgers Cooperative Extension

Encl.
## 2022 COUNTY SALARY REIMBURSEMENT AGREEMENT

**SALARY ADDENDUM**  
FOR GLOUCESTER COUNTY

<table>
<thead>
<tr>
<th>RCE EMPLOYEE</th>
<th>RCE TITLE</th>
<th>2022 PROJECTED SALARY</th>
<th>RCE SHARE OF SALARY</th>
<th>COUNTY SHARE OF SALARY</th>
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</thead>
<tbody>
<tr>
<td>Infante-Casella, Michelle</td>
<td>County Extension Department Head, Agricultural and Resource Management Agent</td>
<td>$128,165</td>
<td>$118,466</td>
<td>$9,699</td>
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<td>Gohil, Hemant</td>
<td>Agricultural and Resource Management Agent</td>
<td>$91,878</td>
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<td>Hughes, Luanne</td>
<td>Family &amp; Community Health Sciences Educator</td>
<td>$118,666</td>
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<tr>
<td>Rigg, Brittany</td>
<td>4-H Senior Program Coordinator</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$398,709</strong></td>
<td><strong>$272,840</strong></td>
<td><strong>$125,869</strong></td>
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## 2022 GLOUCESTER COUNTY PERSONNEL LISTING

<table>
<thead>
<tr>
<th>RCE EMPLOYEE</th>
<th>RCE TITLE (COUNTY title)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infante-Casella, Michelle</td>
<td>County Extension Department Head and Agricultural Agent, Agriculture and Natural Resources</td>
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<tr>
<td>Davis, Debbie</td>
<td>Secretary, 4-H</td>
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<tr>
<td>Gohil, Hemant</td>
<td>Agricultural Agent, Agriculture and Natural Resources</td>
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<tr>
<td>Hughes, Luanne</td>
<td>Family &amp; Community Health Sciences Educator</td>
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<tr>
<td>Medany, Joan</td>
<td>Secretary, Agriculture and Natural Resources</td>
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<td>Rigg, Brittany</td>
<td>4-H Senior Program Coordinator</td>
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<tr>
<td>Suydam, Tammy</td>
<td>Program Assistant, 4-H</td>
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<tr>
<td>Vargas, Elizabeth</td>
<td>Program Associate, Family &amp; Community Health Sciences</td>
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<tr>
<td>Waldeck, Katelyn</td>
<td>Program Coordinator, Family &amp; Community Health Sciences</td>
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</tbody>
</table>