

6/7/23

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

THIS CONTRACT is effective the 7th day of **June, 2023**, 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 offices at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering services regarding construction management and inspection for resurfacing and safety improvements to Clems Run Road (CR 623) from Hardingville Road (CR 609) to Harrisonville Road (CR 618) in the Townships of Elk and Harrison, as per RFP-23-026, known as Engineering Project #21-25 (hereinafter "Project"); and

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

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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 commencing June 7, 2023 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Contractor shall be compensated in a total contract amount of \$49,114.28, pursuant to the prices set forth in, and subject to all terms and provisions of the Contractor's proposal dated March 22, 2023 and prices set forth therein, submitted in response to the County's Request for Proposal, RFP-23-026.

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 construction management and inspection services regarding resurfacing and safety improvements to Clems Run Road (CR 623) from Hardingville Road (CR 609) to Harrisonville Road (CR 618) in the Townships of Elk and Harrison, as per RFP-23-026, known as Engineering Project, and as set forth in RFP-23-026 and Contractor's Proposal dated March 22, 2023, which is incorporated herein by reference in its entirety and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all requirements set out in RFP-23-026.

4. FURTHER OBLIGATIONS OF THE CONTRACTOR. 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.

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

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

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

a. Pursuant to the termination provisions set forth in the Bid 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 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. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

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


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 based on forum non conveniens.

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP-23-026 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or RFP-23-026, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 7th day of **June, 2023.**

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.

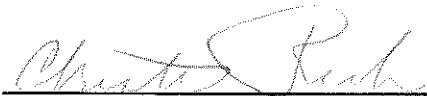
ATTEST:


LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER


FRANK J. DIMARCO, DIRECTOR

ATTEST:



PENNONI ASSOCIATES, INC.


By: GEORGE DUNHEIMER, P.E.
Title: V.P., REGIONAL DIRECTOR



515 Grove Street, Suite 10
Haddon Heights, NJ 08035
T: 856-547-0505
F: 856-547-9174
www.pennoni.com

March 22, 2023

GCEDX23008

County of Gloucester

Attn: Ms. Kim Larter, Qualified Purchasing Agent
Purchasing Department
Two South Broad Street
Woodbury, NJ 08096

RE: RFP #23-026 | Project 21-25 | Construction Inspection Services for the Proposed Resurfacing and Safety Improvements to Clems Run Road (CR 623) from Hardingville Road (CR 609) to Harrisonville Road (CR 618) Townships of Elk and Harrison

Dear Ms. Larter:

The **County of Gloucester (County)** is seeking to hire a qualified firm to provide professional construction inspection services for the resurfacing and safety improvements to Clems Run Road (CR 623) from Hardingville Road (CR 609) to Harrisonville Road (CR 618) in the Townships of Elk and Harrison.

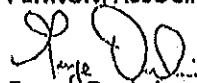
Pennoni has the expertise and experience to successfully administer the construction inspection services required by the County. We have established a long track record of successfully completed contracts for providing construction management, inspection and documentation services for Gloucester County, various municipalities, state DOTs, turnpike commissions, authorities, and other government and private clients.

George Dunhelmer, PE, will serve as the Principal-In-Charge for this project. Mr. Dunhelmer has more than 30 years of transportation engineering and construction management/inspection experience related to roadway and bridge construction. He is familiar with the County and NJDOT design and construction regulations. Michael Aub, PE, will serve as our Project Manager for this contract and has extensive experience providing construction management and inspection services on various Local and State-Aid Improvement projects throughout New Jersey, including Gloucester County. Dimitri Petris, PE, will serve as the Lead Inspector for this project. Mr. Petris has extensive experience as a Lead Inspector for a variety of State-Aid transportation improvement projects for Gloucester County. Pennoni will provide services for this project from our Haddon Heights, NJ office, with support from our other local offices. Pennoni has selected team members who possess specific project experience and understand all responsibilities applicable to fulfill County standards and key project tasks, while representing the best interest of Gloucester County.

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Pennoni is committed to providing a high-quality product to the County and look forward to the opportunity to continue our relationship with Gloucester County. Should you have any questions regarding our proposal, please contact Mr. Dunhelmer at 610-422-2498 or gdunhelmer@pennoni.com.

Respectfully Submitted,
PENNONI ASSOCIATES INC.


George Dunhelmer, PE
Vice President

COMPANY NAME: PENNOM ASSOCIATES INC.

RESURFACING AND DRIVE IMPROVEMENTS BY LOCAL IMPROVEMENT
 Hardingville Road to Harrisonville Road
 Township of Elk Harrison
 RFP #23-026



OFFICE PERSONNEL

TASK	Principal	Project Manager	Lead Inspector (NICET III)	Supplemental Inspector	Survey Crew (2 Person)	CADD	Total
Pre-Construction Activities	2	4	4				10
Meetings	2	8			16		26
Construction Consultation		6	6				12
Contract Payment Review/Recommendation			4				4
Utility Coordination			4				4
Material Testing Coordination							0
Submittal Review			8				8
As-Builts		8	32				40
Office Support/Closed				0	16	0	16
Subtotal Office Hours	4	26	58				88
DIRECT LABORER	\$75.00	\$64.50	\$65.00	\$35.00	\$68.00	\$32.00	
COST DIRECT LABOR (OFFICE) (A)	\$300.00	\$1,677.00	\$3,268.00	\$0.00	\$1,088.00	\$0.00	\$6,313.00

FIELD PERSONNEL (Hours to cover key aspects of construction)

TITLE	HRS	DIRECT LABOR/HOUR	TOTAL
Lead Construction Inspector (NICET III)	80	\$56.00	\$4,480.00
Supplemental Inspector	230	\$35.00	\$8,050.00
COST DIRECT LABOR (FIELD PERSONNEL) (B)	310		\$12,530.00

DIRECT LABOR COSTS

a. Total Direct Labor (A+B)

\$18,843.00

b. Overhead (see note)

Office Personnel 142.65% \$9,005.49
 Field Personnel 142.65% \$17,874.05

Total Overhead \$26,879.54

c. Fixed Fee (See Note)

18% of Direct Labor (A+B) \$3,391.74

TOTAL DIRECT LABOR COST:

\$45,114.28

(C)

FIXED FEE CALCULATION (AUDIT PROC. MANUAL 19.3)

Fixed Fee Rating Criteria (FFRC)

Size	Small	15
Complexity	Simple	10
Duration	Standard	15
Risk	Level I	20
Fixed Fee Rating Factor (FFRF)	Σ FFRC/100	60
Fixed Fee Factor (%)	FFRF * 0.3 =	18%