

6/21/23

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

THIS CONTRACT is approved this 21st 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 an address of 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 County-wide material testing and inspection of concrete, asphalt and soils, as needed, as per **RFP-23-040** (hereinafter the "**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.

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 for services rendered from July 6, 2023 to July 5, 2024.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed \$150,000.00, as per Contractor's proposal dated June 8, 2023 which was submitted in response to the County's Request for Proposal, RFP-23-040. 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 County-wide material testing and inspection of concrete, asphalt and soils, as needed, as set forth in **RFP-23-043**, and Contractor's Proposal dated June 8, 2023, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-23-040**.

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 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, 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. The 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 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. 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-23-040 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or RFP-23-040, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of the day and year first above written.

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:

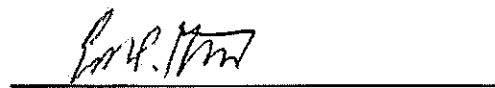

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER


FRANK J. DIMARCO, DIRECTOR

ATTEST:

PENNONI ASSOCIATES, INC.


By: **EDWARD P. GUBERTUS** (print)
Title: **VP**



24 Commerce Street, Suite 300
Newark, NJ 07102
T: 973-265-9775
F: 973-265-9774
www.pennoni.com

June 8, 2023

GCEDX23013

Kim Larter, Qualified Purchasing Agent
Purchasing Department
County of Gloucester
2 South Broad Street
Woodbury, NJ 08096

RE: Request for Proposals: 2023 Countywide Material Testing & Inspection | RFP #23-040

Dear Ms. Larter:

Pennoni has been a long-time partner with the County of Gloucester for multiple professional engineering services. One of our three AASHTO accredited laboratories is located in Haddon Heights, New Jersey. We have a successful track record in meeting our clients' needs on a variety of different types of open-end, on-call inspection, testing, and engineering contracts. The Pennoni Team brings a combination of qualifications, depth of personnel, breadth of capabilities, expertise, and experience in a locally headquartered engineering, testing and inspection firm. As with our current and completed contracts, Pennoni is prepared to commit the necessary resources to successfully provide materials testing services for Gloucester County.

Pennoni has been providing Construction Materials Testing services in New Jersey for more than 20 years. Our team of qualified inspectors and certified technicians are supervised by our highly qualified project manager who is a registered Professional Engineer with extensive experience overseeing this work. Pennoni's Construction Services Division is accredited by the International Accreditation Service (IAS) to ISO/IEC standard 17020:2012 and our inspectors and technicians have certifications from the New Jersey Society of Asphalt Technicians (NJSAT) and the American Concrete Institute (ACI), in addition to other certifications. Our comprehensive construction materials testing laboratories are AASHTO-accredited and located within proximity to Gloucester County. We use the latest web-based electronic data collection and field reporting software to help facilitate detailed and timely documentation and reporting that aid our clients in delivering quality construction projects on schedule.

Pennoni has the necessary qualifications, expertise, and experience providing extensive materials testing services during the construction of public works infrastructure projects, including work for Atlantic County, Burlington County, Ocean County, Essex County, the New Jersey Turnpike Authority, New Jersey DOT, and many more public and private clients. Our staff includes acknowledged leading professionals in the construction materials testing and inspection arena. The Pennoni Team possesses a unique combination of experts in geotechnical engineering, structural engineering, construction materials testing and inspection with expertise in asphalt, aggregate, soils, and concrete, based locally in New Jersey.

We are excited to team with Advanced Infrastructure Design, Inc. (AID) which will perform the International Rideability Index (IRI) testing for this project. AID is local firm that is AASHTO accredited and a certified DBE, ESBE, SBE, and WBE.

We look forward to the opportunity to work with Gloucester County and your teaming partners to help deliver quality projects, on schedule and on budget. We thank you for affording us this opportunity to submit our proposal. Please contact us if you have any questions or need additional information.

Sincerely,

PENNONI ASSOCIATES INC.

Michael Padula, CWI, PE
Associate Vice President

Edward P. Guetens
Vice President

ATTACHMENT 1

Schedule of Prices

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$128.00	\$ 640.00
2	5	Each	Proctor Analysis & Wash Gradation	\$337.00	\$1,685.00
3	5	Each	Soil Sampling/Pick up only	\$102.00	\$ 510.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$562.00	\$11,240.00
5	20	½ Day	Onsite Soil Compaction (4hrs)	\$364.00	\$7,280.00
6	40	Hrs.	Overtime- Soil Compaction	\$96.00	\$3,840.00
7	25	Days	Concrete Field Monitoring & Testing (8hrs)	\$519.00	\$12,975.00
8	25	½ Day	Concrete Field Monitoring & Testing (4hrs)	\$337.00	\$8,425.00
9	10	Hrs.	Overtime- Concrete Field Monitoring	\$96.00	\$ 960.00
10	200	Each	Testing of Concrete Cylinders	\$20.00	\$4,000.00
11	35	Trips	Delivery/Pickup of cylinders made	\$102.00	\$3,570.00
12	5	Each (single shot)	Nondestructive Concrete Testing- Schmidt Hammer	\$13.00	\$ 65.00
13	5	Each (single shot)	Nondestructive Concrete Testing- Windsor Probe	\$35.00	\$ 175.00
14	25	Lots	Drill 6" cores & perform air void & thickness analysis, top only (variable thickness 2"-3")	\$1659.00	\$41,475.00
15	10	Lots	Drill 6" cores & perform, air void & thickness analysis, top (variable thickness 2"-3" & 4" base)	\$2140.00	\$21,400.00
16	350	Each	Patch Core Hole Area with cold asphalt Patch	\$0.00	\$ 0.00
17	10	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate	\$605.00	\$6,050.00

18	4	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate	\$642.00	\$2,568.00
19	5	Hr.	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime	\$96.00	\$ 480.00
20	10	Day	NJSAT plant level 2 technician for plant QC-Day rate	\$674.00	\$6,740.00
21	10	½ Day	NJSAT plant level 2 technician for plant QC-Day rate	\$428.00	\$4,280.00
22	10	Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$770.00	\$7,700.00
23	10	½ Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$482.00	\$4,820.00
24	20	hr.	NJSAT plant level 2 technician for plant QC-overtime rate	\$118.00	\$2,360.00
25	5	Each	Cancellation charge (cancellation less than 4hrs prior to scheduled inspection)	\$214.00	\$1,070.00
26	5	Trip	IRI Testing	\$4,548.00	\$22,740.00

Total Amount Bld

\$177,048.00