

10/24/24

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

THIS CONTRACT is made effective the 2nd day of **October 2024**, 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 for professional engineering services for various projects throughout the County relative to project management, construction inspection, environmental services and/or other unspecified projects, and requested proposals via RFP-24-013 to establish qualified engineering firms regarding said services; and

WHEREAS, the County requires the evaluation of three intersections located at (1) Kings Highway (CR 620) and Oldman's Creek Road (CR 602) Township of Woolwich, (2) Kings Highway (CR 551) and Paulsboro-Swedesboro Road (CR 653) Township of Woolwich, and (3) Tomlin Station Road (CR 607) and High Street, Township of Harrison, known as Engineering Project #24-08; and

WHEREAS, Contractor 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 from October 2, 2024 to completion of the Project, pursuant to N.J.S.A. 40A:11-15(9)

2. **COMPENSATION**. Contractor shall be compensated in a total amount of \$24,080.00, as per prices set forth in Contractor's letter dated July 24, 2024, which is attached hereto as Exhibit A and 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 the evaluation of three intersections located at (1) Kings Highway (CR 620) and Oldman's Creek Road (CR 602) Township of Woolwich, (2) Kings Highway (CR 551) and Paulsboro-Swedesboro Road (CR 653) Township of Woolwich, and (3) Tomlin Station Road (CR 607) and High Street, Township of Harrison, known as Engineering Project #24-08, and as set forth in Exhibit A which is incorporated herein and made a part of this Contract by reference.

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 Request for Proposal and/or in the Bid Specifications, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

c. If, through any cause, the Contractor, 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.

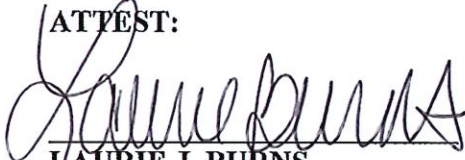
17. BINDING EFFECT. This Contract shall be binding on the undersigned, and their successors and assigns.

18. CONTRACT PARTS. This Contract consists of this Contract document and Engineering Specifications for Project #24-08 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or the Specifications, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

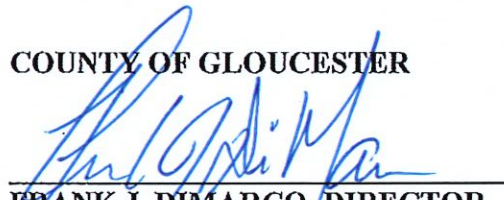
THIS CONTRACT is effective as of the date first written above.

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:


LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER


FRANK J. DIMARCO, DIRECTOR

ATTEST:

PENNONI ASSOCIATES, INC.



BETH ANN M. GRASSO, PE CME, CFM
ASSOCIATE V.P./DIV. MANAGER-
TRANSPORTATION

EXHIBIT A



July 24, 2024

GCEDX24011P

Mr. Barry C. Beckett, PE
County Engineer
Office of the County Engineer
1200 North Delsea Drive
Clayton, NJ 08312

**RE: Proposal for Professional Services
Intersection Evaluations at 3 Intersections
Gloucester County, New Jersey**

Dear Mr. Beckett,

Pennoni Associates, Inc. (Pennoni) is pleased to provide this proposal for professional services, as requested by your office, for evaluations of three (3) Intersections.

It is our understanding that the requested engineering services consist of an evaluation of identified locations against adopted and accepted safety and design standards along with the identification of improvement recommendations. The work associated with the evaluations includes a site reconnaissance, review of available data, as well as roadway/intersection evaluation, the development of improvement recommendations, and the preparation of a Traffic Evaluation Report per intersection.

Pennoni is very familiar with the County's need and expectations for this project. Pennoni completed similar intersection evaluations for Cumberland County in 2020, for Salem County in 2019, 2021, 2022, and 2024, and most recently for Gloucester County in 2024, all of which were completed on time and under budget. The projects included the assessment of conditions at existing intersections with scope elements such as field investigation, traffic data collection, crash evaluation, road condition analysis, all-way stop warrant evaluation, and traffic signal warrant evaluation in addition to the development of conceptual improvements to assist the Counties in developing projects that would qualify for State or Federal funding. The results were presented to the County staff in reports.

EVALUATION LOCATIONS AND SCOPE OVERVIEW

- **Kings Highway (CR 620) and Oldmans Creek Road (CR 602), Township of Woolwich:** The intersection is a 4-leg, unsignalized intersection. It is to be evaluated for signalization. Consideration will also be given for conversion to an all-way stop either as an interim or permanent condition.
- **Kings Highway (CR 551) and Paulsboro-Swedesboro Road (CR 653), Township of Woolwich:** The intersection is an unsignalized T-intersection. It is to be evaluated for signalization.
- **Tomlin Station Road (CR 607) and High Street, Township of Harrison:** The intersection is a 4-leg, unsignalized intersection. It is to be evaluated for signalization. Consideration will also be given for conversion to an all-way stop either as an interim or permanent condition.

Our scope of services for each of the locations is described more specifically as follows:

SCOPE OF SERVICES

Kings Highway (CR 620) and Oldmans Creek Road (CR 602), Township of Woolwich

Phase I – Data Collection

A site reconnaissance will be conducted in which existing roadway and traffic operations will be assessed.

Manual turning movement (MTM) counts, including heavy vehicles and pedestrian counts, will be conducted on an average weekday (Tuesday, Wednesday, or Thursday) between 6:00 AM and – 6:00 PM. Summary tables of the traffic volume data will be provided. Given the posted speed limit along Kings Highway (CR 620), an automatic traffic recorder (ATR) device will also be placed for a period of 24-hours to collect volume, classification, and speed data in 15-minute intervals for the intention of developing an 85th percentile speed.

Crash data will also be collected from the Township of Woolwich Police Department and be supplemented with data made available through the New Jersey Department of Transportation (NJDOT) where necessary. The crash data will be evaluated and summarized to indicate type, time of day and month, roadway conditions, and severity.

Phase II - Intersection Evaluation

Traffic conditions at the intersection of Kings Highway (CR 620) and Oldmans Creek Road (CR 602) will also be analyzed according to the methodologies of the 7th Edition of the *Highway Capacity Manual* (HCM 7th Edition) utilizing the software package of Synchro Version 12.0 for the weekday morning, afternoon, and evening peak hours. Based on the collected data and intersection analyses, Pennoni will evaluate the need and feasibility of converting the intersection to either a traffic signal or all-way stop based on criteria established in Chapter 4C and 2B of the *Manual on Uniform Traffic Control Devices, 11th Edition* (MUTCD). Should either be warranted, Pennoni will provide a "Build" conditions analysis of the proposed conditions.

Phase III - Documentation and Deliverables

Pennoni will prepare a Traffic Evaluation Report that summarizes the data collection, intersection evaluation, and recommendations regarding any recommended upgrades to the intersection of Kings Highway (CR 620) and Oldmans Creek Road (CR 602). Two (2) draft copies of the report will be submitted to the County for review. Upon addressing County comments, four (4) signed and sealed copies and one (1) electronic copy of the final report will be forwarded to the County.

Kings Highway (CR 551) and Paulsboro-Swedesboro Road (CR 653), Township of Woolwich

Phase I - Data Collection

A site reconnaissance will be conducted in which existing roadway and traffic operations will be assessed.

Manual turning movement (MTM) counts, including heavy vehicles and pedestrian counts, will be conducted on an average weekday (Tuesday, Wednesday, or Thursday) between 6:00 AM and – 6:00 PM. Summary tables of the traffic volume data will be provided. It is also expected that the traffic signal timing directive for the nearby signalized intersection of Kings Highway (CR 551) and Glen Echo Avenue (CR 538) will be obtained.

Crash data will also be collected from the Township of Woolwich Police Department and be supplemented with data made available through the NJDOT where necessary. The crash data will be evaluated and summarized to indicate type, time of day and month, roadway conditions, and severity.

Phase II - Intersection Evaluation

Traffic conditions at the intersection of Kings Highway (CR 551) and Paulsboro-Swedesboro Road (CR 653) will also be analyzed according to the methodologies of the HCM 7th Edition utilizing the software package of Synchro Version 12.0 for the weekday morning, afternoon, and evening peak hours. Based on the collected data and intersection analyses, Pennoni will evaluate the need and feasibility of converting the intersection to a traffic signal based on criteria established in Chapter 4C of the MUTCD. Should either be warranted, Pennoni will provide a "Build" conditions analysis of the proposed conditions. It should be noted that given the existing T-intersection configuration, no consideration will be given to the conversion to an all-way stop.

Phase III - Documentation and Deliverables

Pennoni will prepare a Traffic Evaluation Report that summarizes the data collection, intersection evaluation, and recommendations regarding any recommended upgrades to the intersection of Kings Highway (CR 551) and Paulsboro-Swedesboro Road (CR 653). Two (2) draft copies of the report will be submitted to the County for review.

Upon addressing County comments, four (4) signed and sealed copies and one (1) electronic copy of the final report will be forwarded to the County.

Tomlin Station Road (CR 607) and High Street, Township of Harrison

Phase I – Data Collection

A site reconnaissance will be conducted in which existing roadway and traffic operations will be assessed.

Manual turning movement counts, including heavy vehicles, pedestrian counts and right turns on red will be conducted on an average weekday (Tuesday, Wednesday, or Thursday) between 6:00 AM and – 6:00 PM. Summary tables of the traffic volume data will be provided. Given the posted speed limit along Tomlin Station Road (CR 607), an automatic traffic recorder (ATR) device will also be placed for a period of 24-hours to collect volume, classification, and speed data in 15-minute intervals for the intention of developing an 85th percentile speed.

Crash data will also be collected from the Township of Harrison Police Department and be supplemented with data made available through the NJDOT where necessary. The crash data will be evaluated and summarized to indicate type, time of day and month, roadway conditions, and severity.

Phase II - Intersection Evaluation

Traffic conditions at the intersection of Tomlin Station Road (CR 607) and High Street will also be analyzed according to the methodologies of the 7th Edition of the HCM 7th Edition utilizing the software package of Synchro Version 12.0 for the weekday morning, afternoon, and evening peak hours. Based on the collected data and intersection analyses, Pennoni will evaluate the need and feasibility of converting the intersection to either a traffic signal or all-way stop based on criteria established in Chapter 4C and 2B of the MUTCD. Should either be warranted, Pennoni will provide a "Build" conditions analysis of the proposed conditions.

Phase III - Documentation and Deliverables

Pennoni will prepare a Traffic Evaluation Report that summarizes the data collection, intersection evaluation, and recommendations regarding any recommended upgrades to the intersection of Tomlin Station Road (CR 607) and High Street. Two (2) draft copies of the report will be submitted to the County for review. Upon addressing County comments, four (4) signed and sealed copies and one (1) electronic copy of the final report will be forwarded to the County.

SCHEDULE

Pennoni is prepared to proceed with each of the intersection evaluations upon receipt of notice to proceed and will endeavor to complete each within four (4) weeks of completion of the Data Collection phase.

FEES

- Kings Highway (CR 620) and Oldmans Creek Road (CR 602).....\$ 8,320.00
- Kings Highway (CR 551) and Paulsboro-Swedesboro Road (CR 653).....\$ 7,440.00
- Tomlin Station Road (CR 607) and High Street.....\$ 8,320.00

All fees are lump sum unless otherwise noted. Additional work will not be performed without prior written authorization. The lump sum total cost associated with the work to be performed at all intersections is \$24,080.00.

REIMBURSABLE EXPENSES

Reproduction for submissions, the Client, and project team use (along with overnight mail), are considered reimbursable expenses and will be billed accordingly. Extraordinary expenses identifiable to the specific project will be billed in addition to the above stated fee. These expenses include but are not limited to, travel expenses and lodging for meetings, express or overnight and delivery charges, and the reproduction of plans and reports. In addition, all application fees, review fees, etc. associated with this project will be provided by the Client.

BILLING AND PAYMENT

In accordance with the enclosed General Terms and Conditions, invoices will be rendered monthly and are due upon receipt. The Client acknowledges that the method of Billing and Payment has been outlined in detail; that the terms agreed upon can only be changed by a written addendum agreed to by both parties; and work may be stopped until payment is made in accordance with the agreement.

July 24, 2024

TERMS AND CONDITIONS

This proposal is for providing the specific services described within the Scope of Services. Any additional services provided by Pennoni for this project which are not specifically included in the above Scope of Services will be billed in accordance with the attached fee schedule. Our *General Terms and Conditions* (Form No. LE01, 9/2023) are attached hereto and are considered part of this proposal. Additional services must be authorized by the Client in writing and in advance of proceeding with the work. Pennoni does not guarantee agency approvals as these are often subject to circumstances beyond our control. Our fees are due and payable regardless of ultimate approval. Application fees for plan approvals and permits are to be paid by the Client and submitted to Pennoni for inclusion with the various submissions. The above fees are valid for 30 days from the date of this proposal. After this time, we reserve the right to increase the fees as mutually agreed upon between Pennoni Associates Inc. and Client. If both parties cannot come to agreement on acceptable fee escalation, then Pennoni Associates Inc. can terminate this agreement.

We appreciate this opportunity to partner with you on this. Should you have any questions, please feel free to contact our office.

Sincerely,
PENNONI ASSOCIATES INC.



Beth-Ann M. Grasso, PE, CME, CFM
Associate Vice President/Division Manager – Transportation

Cc Vincent M. Voltaggio, PE

Accepted By: _____

Print Name and Title