

11/26/24

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

THIS CONTRACT is made effective the 24th day of November, 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 such services; and

WHEREAS, the County requires design services regarding intersection improvements and signalization at: (1) Greentree Road (C.R. 651) and Hurffville Road, and (2) Woodbury-Turnersville Road (C.R. 705) and Wilson Road within the Township of Washington, known as Engineering Project #24-23; 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 November 26, 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 \$84,640.00, as per prices set forth in Contractor's proposal dated October 15, 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 engineering design services regarding intersection improvements and signalization at: (1) Greentree Road (C.R. 651) and Hurffville Road, and (2) Woodbury-Turnersville Road (C.R. 705) and Wilson Road within the Township of Washington, known as Engineering Project #24-23, 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 #24-23 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 specifications, 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 Burns

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

Frank J. DiMarco

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Beth-Ann Grasso

PENNONI ASSOCIATES, INC.

Beth-Ann Grasso

BETH-ANN GRASSO, P.E., CME, CFM
DIVISION MANAGER/ASSOCIATE
VICE PRESIDENT-Transportation



October 15, 2024

GCEDX24018P

Gloucester County

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

RE: **Proposal for Professional Engineering Design Services**
Intersection Improvements and Signalization
Various Locations
Washington Township, Gloucester County, New Jersey

Dear Mr. Beckett:

Pennoni Associates, Inc. (Pennoni) is pleased to provide this *Proposal for Professional Engineering Design Services*, as requested by your office, for the general upgrade and signalization of the intersections of Greentree Road (CR 651) and Huffville Road and Woodbury-Turnersville Road (CR 705) and Wilson Road within the Township of Washington, Gloucester County, New Jersey.

It is our understanding that the requested professional engineering design services consist of the preparation of construction plans, specifications, and engineering estimates (PS&E) for the signalization of both of the subject intersections. The upgrades include pavement rehabilitation, traffic signal design, and curb ramp design pursuant to Gloucester County and New Jersey Department of Transportation (NJDOT) design standards and the recommendations presented within the *Intersection Evaluation Report* prepared by this office for both intersections.

Pennoni is very familiar with the County's needs and expectations for this project and has completed similar design projects for the Counties of Gloucester, Union, Cumberland, and Atlantic, all which were completed on time and under budget.

Our scope of services for the subject intersection is described in detail below:

Scope of Services

I. Land Survey

a) Topographic Survey

This task will include the necessary survey field work, drafting, office management, and quality assurance and control (QA/QC) to prepare a topographical survey for the subject intersections. Our vertical datum will be based on the North American Vertical Datum of 1988 (NAVD88) relative to GEOID 2018 and tied into an acceptable published benchmark. Horizontal locations will be relative to the National Spatial Reference System, North American Datum of 1983 (NAD83) adjustment of 2011 and projected into the New Jersey State Plane Coordinate System (NJSPEC, NAD83-2011).

Spot elevations will be taken along roads, gutters, curbs, first floor elevations, and other significant land features. Spot elevations will be taken to the nearest one-hundredth of a foot (0.01') on hard surfaces and to the nearest one-tenth of a foot (0.1') on grass or earth surfaces. Invert elevations for storm and sanitary sewers within the project limits will be obtained where accessible. This topographic survey will be prepared in accordance with the National Map Accuracy Standards at a scale of 1"=30' with a 1' contour interval.

b) Subsurface Utility Investigation

A subsurface utility and object investigation performed in accordance with the American Society of Engineers (ASCE) CI/ASCE 38-02, Common Ground Alliance (CGA,) and the American Public Works Association/Utility Location, and Coordination Council (APWA/ELCG) to Quality Level B by our teaming partner. The investigation will target the presence of buried cables, conduits, vaults, and/or other potential underground structures within the subject area. This locating effort will be performed by utilizing Ground Penetrating Radar (GPR) and Electromagnetic Location Instrumentation (EM.) The results will be layered onto our base topographical mapping.

c) Right-of-Way Determination

This task shall include the necessary survey field work, drafting, office management, deed and map research, boundary resolution, and QA/QC to prepare a Survey of Property in accordance with N.J.A.C. 13:40-5.1, "Preparation of Land Surveys." Site improvements such as the location of buildings, walks, drives, street features, visible utilities, fence lines, and other significant land features will be shown on a final plan of survey which will be signed and sealed by the Professional Licensed Surveyor of record. It is the responsibility of the County to furnish Pennoni with a title report for the subject property(ies.) In the event a title report is not supplied, Pennoni will provide a supplemental proposal for the preparation of a current title report. Once approved, and completed, the report will be provided to the County.

Pennoni anticipates providing the above services within three (3) weeks of receipt of a properly executed contract, which will serve as notice to proceed.

The schedule of the work is based on average weather conditions, and it is understood that inclement weather will cause an adjustment to that schedule. It is also assumed that the County will provide safe access to the subject sites, facilities, and utilities; and that proper notification will be provided regarding potential hazard areas where special hazards may exist.

II. Traffic Engineering

Pennoni will develop traffic signal, electrical, and signing and striping plans for the subject intersections pursuant to the requirements of the current edition of the Manual on Uniform Traffic Control Devices (MUTCD,) NJDOT Roadway Design Manual (RDM,) and NJDOT Sample Plans.

At the intersection of Woodbury-Turnersville Road (CR 705) and Wilson Road, the pavement surface is in poor condition and in need of rehabilitation. Pennoni will develop pavement rehabilitation plans for inclusion within the overall plan set.

a) Base Mapping/Design Recommendations Memorandum (30%)

Once the topographic survey is completed, preliminary design recommendations will be formulated within a memorandum to be submitted to the County to solicit comments. With the design recommendations memorandum, Pennoni will submit the base mapping plans for the subject intersections for review and approval.

Upon receipt of the base mapping/design recommendations memorandum package, we assume the County will review and comment within a two (2) week period.

b) Preliminary Design (60%)

Pennoni will develop a preliminary design for the proposed intersection and signal improvements for the subject intersections. The project limits, at a minimum, will extend 100 linear feet along each approach measured from the intersecting curbline extension. These limits may be increased to accommodate design improvements, as necessary. All signing and striping within the project limits will be replaced as necessary.

As part of preliminary design, Pennoni will calculate the minimum pedestrian and vehicular clearances to develop traffic signal timings accordingly. A package will be prepared to include conduit fill calculations, clearance calculations, and capacity analyses for the proposed traffic signal. It should be noted that the capacity analyses were conducted in the *Intersection Evaluation Report* prepared by this office for both intersections.

Pursuant to both Public Right of Way Access Guidelines (PROWAG) and MUTCD requirements, ADA curb ramps will be designed and installed at the subject intersections. Plan sheet details at a scale of 1"=5' will also be furnished for inclusion in the preliminary plan set.

Pennoni will prepare maintenance and protection of traffic plans related to the proposed work and submit them as part of the preliminary plan package. Unless otherwise requested by the County, NJDOT standard details for traffic control will be referred to. If requested, Pennoni will generate site-specific MPT plans for the proposed improvements.

The proposed work will be performed within the existing right-of-way (R.O.W.) unless otherwise agreed upon in writing from the County. Should any R.O.W., temporary, or permanent easements need be acquired for the construction of the proposed improvements, the preparation of all applicable maps, descriptions, and other documents will be considered additional work. Pennoni will submit to the County a written request for the additional work or other contract modifications form detailing the reason, nature, and extent of the work. A detailed cost estimate will also be attached to the request. Pennoni understands the County will only reimburse for extra work that has been specifically authorized through a written letter of intent or through the approved contract modifications process.

Upon receipt of the complete preliminary design package, we assume the County will review and comment within a two (2) week period.

c) Final Design (90%)

Comments generated upon review of the preliminary design package will be addressed and incorporated to create the final design package. Pennoni will prepare the final design package including the construction plans and documents required for the bidding of this project. The project documents for this assignment will include a complete plan set consisting of, but not limited to, the following:

1. Cover Sheet (COVER) – Including a key map, title block with signature line, affected utility companies, and applicable specification packages.
2. Estimate and Distribution of Quantities (EDQ)
3. General Notes Plan (GN)
4. Construction Plans (C)
5. Curb Ramp Layout Detail Plans (ADA)
6. Traffic Signal Plans (TSP)
7. Traffic Signal Electrical Plans (E)
8. Traffic Signing and Striping Plans (TSS)
9. Construction Detail Plans (DTL)
10. Maintenance and Protection of Traffic Plans (MPT)

The contract drawings and specification documents will include both existing and proposed information. The plans and specifications will clearly note all items to be removed, to remain, or to otherwise be relocated as necessary. Overhead utilities and/or utility poles, which may need to be relocated, will be field verified and discussed with the respective utility companies. The contract documents will specify any disturbance to existing sidewalk, curb, landscaped areas, and/or road areas will be restored to the satisfaction of the County.

Upon completion of the final design package, four (4) sets of signed and sealed plan sets will be submitted to the County. Should additional comments need addressing, the County will forward any comments to Pennoni for incorporation. Additional comments received will be incorporated into the final design package at no additional cost. Pennoni will revise the plans and resubmit as outlined above.

d) Bid Documents (100%)

Pennoni will provide all quantities as part of an engineer's estimate. Pennoni will compile this estimate with County provided forms, specifications, and contract drawings into a signal project manual for use in bidding purposes.

III. Bid Support Services

Pennoni will prepare a notice of advertisement for bidders and coordinate with County officials and NJDOT Local Aid advertisement in the adopted publications. Once completed, Pennoni will attend the bid opening, if required. A bid analysis will also be prepared with all bids received.

Pennoni will make recommendations to the County based upon this analysis.

IV. Construction Support Services

Pennoni will support the construction effort of the general upgrade and signalization of the subject intersections in accordance with the following:

a) Pre-Construction Meeting

Pennoni will arrange and conduct a pre-construction with the selected contractor and County officials to discuss project details and construction efforts.

b) Shop Drawings/Requests for Information (RFI)

Pennoni will review all shop drawing submittals and RFI documentation submitted by the selected contractor. Coordination with the contractor will also take place to meet approvals.

c) Payment Processing

Pennoni will process payment vouchers and change orders as applicable throughout the period of construction.

d) Punch List/Contractor Implementation

Pennoni will conduct a punch list with items for the contractor to implement. As part of the punch list, Pennoni will attend a controller turn-on meeting with the contractor and County officials to ensure all punch list items have been satisfied.

Pennoni will process the final payment application for the ultimate closeout of the project. As-built drawings will also be prepared for the County's records upon final closeout of the project. They will be submitted to the County in PDF format or in a format of the County's choosing.

V. Schedule

Pennoni is prepared to begin work on this project immediately upon receipt of Notice to Proceed (NTP) and will endeavor to complete the work in accordance with the County's scheduling needs. Pennoni estimates the land survey and traffic engineering portion of the above Scope of Work can be completed within 24 weeks of NTP. We anticipate the bidding portion of the project to be completed within 2-4 weeks thereafter.

VI. Fee

Pennoni states that the above-described efforts can be completed for the following fees:

I.	Land Survey	\$ 31,700.00
II.	Traffic Engineering	\$ 43,140.00
III.	Bid Support Services	\$ 6,280.00
IV.	Construction Support Services	\$ 2,980.00
	TOTAL FEE	\$ 84,640.00

VII. Reimbursable Expenses

Reproduction for the purposes of submissions, County, and/or Pennoni team use (along with overnight mail,) are considered reimbursable expenses and will be billed accordingly. Extraordinary expenses identifiable to the project will be billed in addition to the above stated fee. In addition, all application fees, review fees, etc., associated with this project will be provided by the County.

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 Grasso, PE, CME, CFM
Division Manager/Associate Vice President – Transportation

Enclosure

cc: Vince Voltaggio, PE (Pennoni)
Spencer Slack (Pennoni)
John McAvey, EIT, RSP1 (Pennoni)

Accepted By:

Signature _____ Date _____

Print Name and Title

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