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**CONTRACT BETWEEN
TRIAD ASSOCIATES
AND
COUNTY OF GLOUCESTER**

RECEIVED
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BY:

THIS CONTRACT is made effective the 1ST day of **February, 2024**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **TRIAD ASSOCIATES**, with a mailing address of 1301 W. Forest Grove Road, Vineland, New Jersey 08360, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County of Gloucester's application for FY2023 Congressionally Directed Spending funding has been approved and the County must submit a HUD Economic Development Initiatives (EDI) Program Application to obtain the release of approved FY2023 Congressionally Directed Spending (CDS) Funding for improvements to the Amphitheater at Atkinson Park; and

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective from February 1, 2024 to January 31, 2025.
2. **COMPENSATION**. Contractor shall be compensated pursuant to the unit prices set forth in and subject to all terms and provisions of Exhibit A, Compensation and Method of Payment, in an amount not to exceed \$5,500.00.

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

Each invoice shall contain an itemized and include a detailed description of all services. 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 the Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in Exhibit B, Program Description and Scope of Services.

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

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

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

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

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

5. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in

the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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.

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

A. Pursuant to the termination provisions set forth in the County specifications, which are specifically referred to and incorporated herein by reference.

B. If the 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 or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, 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 or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. PROPERTY OF THE COUNTY. All materials developed, prepared, completed, or acquired by the Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys,

drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other 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 the Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. INSURANCE. The Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. The Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If the Contractor is a member of a profession that is subject to suit for professional malpractice, then the 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. The 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. The 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.

11. SET-OFF. Should the Contractor either refuse or neglect to perform the service that the Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall

not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. 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.

13. METHODS OF WORK. The Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. 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 the Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. CHANGES. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. 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.

18. 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.

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

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

21. CONFIDENTIALITY. The Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

23. CONTRACT PARTS. This contract shall consist of this document, Exhibit A, and Exhibit B. If there is a conflict between this Contract and Exhibit A or Exhibit B, then this Contract shall control.

IN WITNESS WHEREOF, pursuant to N.J.S.A. 40A:11-3, and authorized by Resolution, the County has caused this instrument to be signed by its Chief Financial Officer, and attested by its Purchasing Agent, and Contractor has caused this instrument to be signed and attested by its properly authorized representatives.

THIS CONTRACT is dated this 12th day of May, 2023.

ATTEST:



Kimberly Larter,
Qualified Purchasing Agent

COUNTY OF GLOUCESTER



Tracey N. Giordano,
Treasurer/CFO

ATTEST:



Monica Morris

TRIAD ASSOCIATES



Name: CAROLYN ZUMPIANO
Title: PRESIDENT

EXHIBIT A
COMPENSATION AND
METHOD OF PAYMENT

Attached to and made a part of the Agreement, between **TRIAD ASSOCIATES** ("Consultant"), and **COUNTY OF GLOUCESTER** ("Principal").

Principal agrees to pay the Consultant as follows:

COMPENSATION: Principal shall provide compensation for services provided in accordance with Exhibit A as follows:

- A. \$2,750.00: Preparation and submission of a HUD Economic Development Initiatives (EDI) Program Grant Application to obtain the release of Approved FY2023 Congressionally Directed Spending (CDS) Funding
- B. \$1,750.00 – Preparation of a full Environmental Review Record (CEST)
- C. Technical Assistance (meetings and/or required office hours) will be provided on an hourly basis at a rate of \$175.00 per hour which will be invoiced in addition to A. and B. above.

Post-Completion / Post-Submission Technical Assistance provided upon Principal's request and billed on an hourly basis.

METHOD OF PAYMENT: Principal agrees to pay Consultant in accordance with the following billing schedule:

- An invoice will be submitted upon completion of the HUD EDI Application.
- Should the Principal opt not to submit the HUD EDI Application Grant Application after entering into this Grant Writing Agreement, or the delay of information received has deemed it necessary to halt the filing by the application deadline, an invoice will be submitted based on the level of work completed up to the time of withdrawal.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Ste. 3A, Vineland, NJ 08360

POST APPROVAL/IMPLEMENTATION: Services which are a part of this engagement shall be authorized to proceed by the municipality at such time that the budget has been established and funding for said services identified in the budget.

UNSPECIFIED TECHNICAL SERVICES: For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff.

COPIES: Consultant shall provide the appropriate number of copies of the application necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) PDF copy of final application for the Principal's file.

EXHIBIT B
PROJECT DESCRIPTION AND
SCOPE OF SERVICES

Attached to and made a part of the Agreement, between **TRIAD ASSOCIATES** (“Consultant”), and **COUNTY OF GLOUCESTER** (“Principal”).

For the following project, Principal agrees to retain Consultant to provide these services:

PROJECT DESCRIPTION: HUD Economic Development Initiatives (EDI) Program Grant Application to obtain the release of Approved FY2023 Congressionally Directed Spending (CDS) Funding for Improvements to the Amphitheater at Atkinson Park

SCOPE OF SERVICES: The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities, which are broken down into tasks:

A. Application

1. Required Forms
 - a. HUD-1044 Assistance Award/Amendment Form
 - b. SF-424 Application Form
 - c. SF-424D Assurances for Construction
 - d. SFLLL Disclosure of Lobbying Activities
 - e. SF-1199A Direct Deposit Sign-up Form
2. Signed/Dated FY2023 CPF Grant Agreement
3. Detailed Project Narrative
 - a. Maximum Scope of Work of the Proposal
 - b. All Contemplated Actions for Project
4. Line-Item Project Budget
 - a. Maximum Scope of Work including CPF Funding
 - b. All Contemplated Actions for Project
5. Communications with Gloucester County and HUD, Technical Assistance

B. Environmental Review Record

1. Preparation a full Environmental Review Record – CEST

C. Technical Assistance

1. Attendance at meetings or office hours either in person or virtually

DATA TO BE FURNISHED TO CONSULTANT: The Principal shall provide the Consultant information and documentation, which the Consultant may require to properly render the services provided for in this Agreement. Such information or documentation may include planning, reports or analyses, descriptions and specifications for equipment to be purchased, cost estimates and other pertinent materials.

TIME OF PERFORMANCE: The HUD EDI Application shall be completed and submitted on behalf of the Principal on or before the date determined by HUD.

POST-COMPLETION / POST-SUBMISSION TECHNICAL ASSISTANCE: Upon Principal’s request, Consultant will provide technical assistance as needed to address in-house

EXHIBIT B
PROJECT DESCRIPTION AND
SCOPE OF SERVICES

staff questions, follow up discussions with government officials and/or staff, follow up with other issues associated with application, etc. Post- Completion / Post-Submission Technical Assistance services to be pre-approved by Principal.

NOTIFICATION OF FUNDING APPROVAL/AWARD: Principal shall provide Consultant with a copy of any notification of funding approval / award and any related documentation.