

**CONTRACT OF PROFESSIONAL EMPLOYMENT  
ZONING BOARD ENGINEER/PLANNER**

THIS AGREEMENT, made and entered into this *17<sup>th</sup>* day of *Feb.* 2015 by and between the City of Absecon Zoning Board, having its principal place of business at, 500 Mill Road, Absecon, 08201, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "CITY") and Remington, Vernick & Walberg Engineers, as Engineer, having its principal place of business at 845 North Main St., Pleasantville, NJ 08232 as Zoning Board Engineer/Planner (hereinafter referred to as "ZONING BOARD ENGINEER/PLANNER") for a term of one year.

**WITNESSETH**

WHEREAS, the Zoning Board Engineer/Planner was appointed as Zoning Board Engineer/Planner by the Zoning Board of the City of Absecon and;

WHEREAS, the Zoning Board Engineer/Planner is a practitioner of a recognized profession and is licensed to practice within the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.2 40A:11-5) requires the execution of a written contract for the provision of professional services which contract may be awarded without public bidding; and

WHEREAS, the CITY Council of the City of Absecon desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Zoning Board Engineer/Planner.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Term of Agreement. The term of this agreement shall be for the period of one (1) year and shall continue for a period of one (1) year or until the termination of the Zoning Board Engineer/Planner's employment, whichever should first occur. If the same individual shall continue as Zoning Board Engineer/Planner for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.

2. Duties. The Zoning Board Zoning Consultant shall perform such duties as a Zoning Board Engineer specified in New Jersey State Law and the CITY Codes and Regulations and shall include, but not be limited to, performance of all Zoning and Redevelopment studies, reports and analyses as authorized by the City or Zoning Board, attending select City or Zoning Board meetings upon request by the City or Zoning Board, and related Zoning services requested by the City and/or Zoning Board such as ordinance review. Said duties exclude reviewing and reporting on development and site plan applications unless requested by the City in writing or Zoning Board on a case-by-case basis.

3. Compensation. The Zoning Board Engineer/Planner shall receive compensation in accordance with Schedule A attached hereto and made a part hereof. The Zoning Board Engineer/Planner shall be paid such compensation in accordance with the submission of the appropriate vouchers as per CITY Codes and Regulations and the applicable law.

4. Out-of-Pocket Expenses. The Zoning Board Engineer/Planner shall be reimbursed for all out-of-pocket expenses incurred on behalf of the Zoning Board in accordance with the aforementioned proposal.

5. Escrow Account. The Zoning Board Engineer/Planner shall be paid for the review of development applications out of the funds deposited in escrow at the rates established herein. The said Zoning Board Engineer/Planner's right to such funds shall accrue upon insertion of such funds into the budget revisions as a Dedication by Rider.

6. Appropriation Limit. This contract shall not be deemed to authorize any expenditure or the incurring of any liability in excess of the sum appropriated therefor in the appropriate budget line item (as amended and modified) in accordance with the law.

7. CITY Responsibilities. The CITY shall furnish to the Zoning Board Engineer/Planner for the performance of his services any and all data and studies the CITY deems necessary for the performance of the service. The CITY shall take any and all necessary action to assure access to any and all properties within the CITY deemed necessary for the purpose of this service. Upon the

acceptance and signing of this contract, the CITY will provide the Zoning Board Engineer/Planner with both the appropriate forms and the appropriate contract authorization number necessary for the payment of services by the professional.

8. Zoning Board Engineer/Planner. The Zoning Board Engineer/Planner shall perform the aforementioned services in an efficient and expeditious manner. The Zoning Board Planner shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Zoning Board Engineer/Planner shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the CITY and according to law.

9. Professional Insurance. During the term of this contract, the Zoning Board Engineer/Planner shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of \$1,000,000.00. The Zoning Board Engineer/Planner shall provide to the appropriate officials of the CITY a copy of a certificate of insurance as verification of the existence of said insurance policy.

10. Affirmative Action mandatory Language. During the performance of this contract, the Zoning Board Engineer/Planner agrees as follows:

Zoning Board Engineer/Planner will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation. The Zoning Board Engineer/Planner will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 Zoning Board Engineer/Planner 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 Zoning Board Engineer/Planner, in all solicitations or advertisements for employees placed by or on behalf of the Zoning Board Engineer/Planner, states that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Zoning Board Engineer/Planner agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Zoning Board Engineer/Planner agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time.

The Zoning Board Engineer/Planner agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, the Zoning Board Engineer/Planner does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and the Engineer will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Zoning Board Engineer/Planner agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decision.

The Zoning Board Engineer/Planner shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

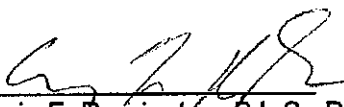
11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding to the contrary are specifically disavowed.

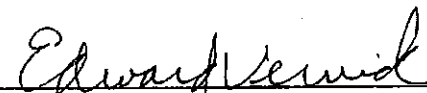
12. American Disabilities Act. Zoning Board Engineer/Planner shall comply with the requirements of the American Disabilities Act where applicable.

IN WITNESS WHEREOF, Engineer and Zoning Board have caused this Agreement to be executed the day and year first above written.

ATTEST:

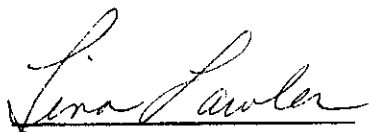
REMINGTON, VERNICK & WALBERG  
ENGINEERS

  
Craig F. Remington, P.L.S., P.P.  
Vice President

  
Edward Vernick, P.E., C.M.E.  
President

ATTEST:

CITY OF ABSECON  
ZONING BOARD OF ADJUSTMENT

  
Secretary

  
Chairman

# SCHEDULE OF BILLABLE HOURLY RATES

2015

It has always been the firm's policy to encourage clients to contact our staff with questions or problems that need to be discussed. No fees are incurred each time the telephone is answered or a meeting is held on-site. Clients are free to discuss various projects without fear of incurring an engineering expense. Fees are all project-related, established at the initiation of the project or as the scope of the project can be defined. The firm does not charge for night council or commission meetings.

## ENGINEERING

|                                |       |
|--------------------------------|-------|
| Regional Engineer/Manager      | \$148 |
| Engineering Department Head    | \$148 |
| Project Manager/Engineer       | \$140 |
| Project Engineer, LSRP         | \$140 |
| Senior Design Engineer         | \$130 |
| Design Engineer                | \$120 |
| Project Environmental Engineer | \$115 |
| Geologist                      | \$120 |
| Engineering Aide               | \$75  |
| Technical Aide                 | \$50  |

## PLANNING

|                                    |       |
|------------------------------------|-------|
| Planning Department Head           | \$148 |
| Project Planner                    | \$130 |
| Senior Landscape Architect/Planner | \$125 |
| Landscape Architect/Planner        | \$110 |
| Technical Aide                     | \$50  |

## DRAFTING

|                                  |       |
|----------------------------------|-------|
| Drafting/CADD Department Head    | \$125 |
| Senior Design Draftsperson       | \$102 |
| Cartographer/Design Draftsperson | \$90  |
| Drafting Aide                    | \$75  |

## CONSTRUCTION MANAGEMENT & INSPECTION

|                                 |       |
|---------------------------------|-------|
| CM & Inspection Department Head | \$125 |
| <i>Construction Management</i>  |       |
| Project Manager                 | \$107 |
| Construction Manager            | \$102 |
| Project Coordinator             | \$95  |
| <i>Inspection Personnel:</i>    |       |
| Chief Inspector                 | \$115 |
| Inspection Supervisor NICET IV  | \$107 |
| Inspector NICET II/III          | \$103 |
| Contract Administrator          | \$98  |
| Inspector                       | \$98  |
| Inspection Aide                 | \$75  |
| Technical Aide                  | \$50  |

## SURVEY

|                          |       |
|--------------------------|-------|
| <i>Field Personnel:</i>  |       |
| Surveyor                 | \$98  |
| Party Chief              | \$95  |
| Transit/Rodperson        | \$89  |
| <i>Office Personnel:</i> |       |
| Survey Department Head   | \$125 |
| Survey Project Manager   | \$105 |
| Survey Designer          | \$98  |

Mileage Commensurate in accordance with IRS Regulations.