

CONTRACT OF PROFESSIONAL EMPLOYMENT
ZONING BOARD ENGINEER/PLANNER

THIS AGREEMENT, made and entered into this *24th* day of *Feb*. 2017 by and between the **City of Absecon Zoning Board**, having its principal place of business at, 4400 New Jersey Avenue, Absecon, NJ 08260, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "CITY") and Remington, Vernick & Walberg Engineer/Planners, as Zoning Board Engineer/Planner, having its principal place of business at 845 N. Main Street, Pleasantville, NJ 08232 (hereinafter referred to as "ZONING BOARD ENGINEER/PLANNER");

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 too 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 Engineer/Planner shall perform such duties as a Zoning Board Engineer/Planner specified in New Jersey State Law and the CITY Codes and Regulations and shall include, but not be limited to, attending all Zoning Board

regular and special meetings, reviewing and reporting on all development and site plan applications and performing any additional non-escrow work such as ordinance review as requested by the Zoning Board.

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. Payment to Remington, Vernick & Walberg Engineer/Planners.

A. Invoices shall be submitted to the CITY monthly.

B. Zoning Board Engineer/Planner shall append to each invoice for payment a breakdown of services and charges in accordance with this Agreement.

C. Payments shall be made within thirty (30) days of receipt of the invoice for payment. Payments not made within thirty (30) days of receipt of voucher for payment shall be assessed an interest rate of 1¹/₂%, unless otherwise prescribed for by State law. No deduction shall be made from Zoning Board Engineer/Planner's compensation on account of penalty, liquidated damages or other sums withheld from payments to others or on account of the cost of changes in the work other than those for which Zoning Board Engineer/Planner has been specifically judged to be responsible.

D. Disputes of invoices for payments, or portions thereof, shall be brought to Zoning Board Engineer/Planner's attention in writing within ten (10) days of the receipt of the invoice for payment, unless otherwise provided for by law.

6. 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.

The CITY shall be responsible to provide any applicant with notice should insufficient escrow funds exist for the continued review of any application **as required in N.J.S.A. 40:55D-53.2 (New Jersey Municipal Land Use Law)**. The CITY shall notify the Zoning Board Engineer/Planner upon the deposit of additional escrow funds for the continued review of any application previously deemed to have insufficient escrow funds.

7. 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.

8. 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.

9. Zoning Board Engineer/Planner. The Zoning Board Engineer/Planner shall perform the aforementioned services in an efficient and expeditious manner. The Zoning Board Engineer/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.

10. 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.

11. 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/Planner 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).

12. 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.

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

14. Law and Venue

The law which shall be used to interpret this Agreement, including the 'Choice of Law' Rules shall be the law of the jurisdiction where Remington, Vernick & Walberg has its principal office for business.

The parties hereby agree that Remington, Vernick & Walberg may only be sued in the state in which Remington, Vernick & Walberg has its principal office for business and only in the county or local judicial district in which said office is located. The parties also agree that in the event of a suit that a determination as to the outcome of the suit shall be made by a jury.

15. Waiver of Subrogation

To the extent damages experienced by CITY or Zoning Board Engineer/Planner are covered by property or casualty insurance, CITY and Zoning Board Engineer/Planner waive all rights against each other, their agents, consultants and employees for such covered losses and shall obtain waivers from their respective property and casualty insurance carriers against subrogation of such covered losses. CITY shall require similar waivers of their contractor and its subs contractors and suppliers and consultants of any tier as to Zoning Board Engineer/Planner. The Parties shall advise their property and casualty carriers in writing as to such waivers.

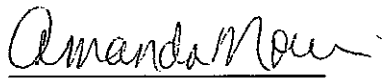
16. Limitation of Liability

The CITY agrees to limit Zoning Board Engineer/Planner's liability to the CITY for Zoning Board Engineer/Planner's professional negligent acts, errors or omissions, regardless of the form or type of loss or damages whether direct, indirect, consequential or the result of contract, tort, indemnification or contribution such that the total aggregate liability of Zoning Board Engineer/Planner shall not exceed \$15,000.00 or Zoning Board Engineer/Planner's total fee for services rendered on any specific project whichever is higher.

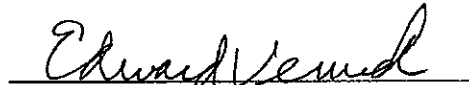
IN WITNESS WHEREOF, Engineer/Planner and Zoning Board have caused this Agreement to be executed the day and year first above written.

ATTEST:

REMINGTON, VERNICK & WALBERG
ENGINEERS



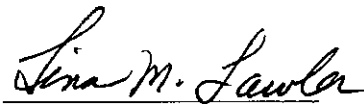
Amanda Morris
Executive Secretary



Edward Vernick, PE, CME
President

ATTEST:

CITY OF ABSECON
ZONING BOARD



Secretary



Chairman

EXHIBIT A

SCHEDULE OF BILLABLE HOURLY RATES

2017

It has always been the firm's policy to encourage clients to contact our staff with questions or problems that need to be directed. No fee is 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 a consulting expense. Fees are all project related, established at the initiation of the project or as the scope of the project can be defined. Prior to client authorization, a detailed proposal including a scope of services will be prepared for all project. All proposals are subject to negotiation and approval.

ENGINEERING

Regional Engineer/Manager	\$148
Engineering Department Head	\$148
Project Manager, LSRP	\$140
Project Manager/Engineer	\$140
Project Engineer	\$130
Senior Engineering Technician	\$120
Junior Engineering Technician	\$75
Technical Aide	\$50

PLANNING

Planning Manager	\$148
Project Planner	\$130
Senior Landscape Architect/Planner	\$125
Landscape Architect/Planner	\$110

Mileage Commensurate in accordance with IRS Regulations

CONSTRUCTION MANAGEMENT & OBSERVATION

CM & Observation Department Head	\$125
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Construction Management Personnel

Project Manager	\$107
Construction Manager	\$102

Observer Personnel

Observer Supervisor	\$115
Resident Observer NICET IV	\$107
Observer NICET II/III	\$103
Observer	\$98
Contract Administrator	\$98

SURVEY, CADD & GISField Personnel

Surveyor	\$98
Party Chief	\$95
Transit/Rod Person	\$89

Office Personnel

Survey/CADD Department Head	\$125
Survey Manager	\$105

CADD/GIS Manager	\$125
Senior CADD/GIS Technician	\$102
Junior CADD/GIS Technician	\$90