

CONTRACT FOR PROFESSIONAL SERVICES CITY ENGINEER

THIS AGREEMENT, made this 1st day of March, 2012 by and between **THE CITY OF ABSECON**, a Municipal Corporation of the State of New Jersey, with offices at 500 Mill Road, Absecon, New Jersey hereinafter known as **CITY** and Remington & Vernick Engineers, hereinafter known as **CONTRACTOR**.

WITNESSETH

The CITY and CONTRACTOR, for the consideration hereinafter named, covenant and agree as follows:

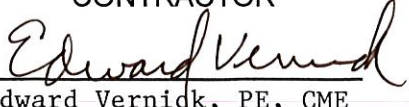
1. **Contractor**, pursuant to duly published Resolution 10-2012 dated January 5, 2012 of the **City** accepting Professional Services which Resolution is herein incorporated by reference thereto, agrees to perform all work and/or services referenced by said Resolution and this Contract and to otherwise comply with all requirements contained therein.
2. **Contractor**, agrees not to assign, transfer, convey, sublet or otherwise dispose of this Contract, or any part thereof, or its right, title or interest therein.
3. **Contractor** agrees to perform duties and services for the **City**:
 - a) On an as-needed basis with each assignment identified and authorized by purchase order.
 - b) In consideration for **Contractor** faithfully complying with the terms, covenants and conditions of the agreement attached, the Contractor will be paid a fee not to exceed those included in proposal dated December 7, 2011.
 - c) Should **Contractor** fail to carry out the terms of this Contract as herein prescribed, **City** may cancel or rescind the Contract in its entirety, and serve notice of said rescindment or cancellation to **Contractor** at its last known address at least thirty (30) days prior to proposed termination date. Nothing contained herein, however, shall prevent **City** from pursuing whatever remedies it may have at law nor for contracting with other vendors for similar services.
4. During the performance of this Contract, the **Contractor** agrees as follows:
 - a) **Contractor** will comply with Affirmative Action Regulations P.L. 1975, c. 127 (form attached for your signature)

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first written pursuant to Resolution 10-2012.

CITY OF ABSECON


Peter C. Elco, Mayor

CONTRACTOR


Edward Vernick, PE, CME
President

CITY OF ABSECON

RESOLUTION 10-2012

**A RESOLUTION AWARDING A CONTRACT FOR
PROFESSIONAL SERVICES FOR A CITY ENGINEER**

WHEREAS, there exists a need for a City Engineer for the City of Absecon; and

WHEREAS, per P.L. 2004, Chapter 19, as amended, provides for the awarding of a contract for "Professional Services" according to the fair and open process; and

WHEREAS, the City of Absecon issued a request for proposals for a City Engineer and the proposals were received by December 9, 2011.

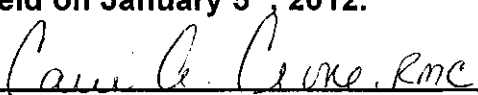
NOW, THEREFORE, B E IT RESOLVED by the Council of the city of Absecon, in the County of Atlantic and the State of New Jersey, as follows:

1. That the Mayor and Municipal Clerk of the City of Absecon are hereby directed to execute and deliver a Contract with Edward Dennis, Jr. of Remington and Vernick as City Engineer for the City of Absecon for a term commencing January 1, 2012 and ending December 31, 2014.
2. That contract is awarded in accordance to the fair and open process under provisions of P.L. 2004, Chapter 19, as amended.
3. A copy of this resolution shall be published in The Press, a newspaper giving coverage in this County, within ten (10) days of its passage and shall be available for public inspection, along with the contract, in the office of the Absecon Municipal Clerk.

Dated: January 5th, 2012

**This is to certify that this is a true copy
of a Resolution adopted by the Council of
the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 5th, 2012.**

Attest:


Carie A. Crone, RMC, Municipal Clerk

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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 or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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 or sex. 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 or sex.

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.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Print Name: Bradley A. Blubaugh

Signature: 

Date: 1/25/2012

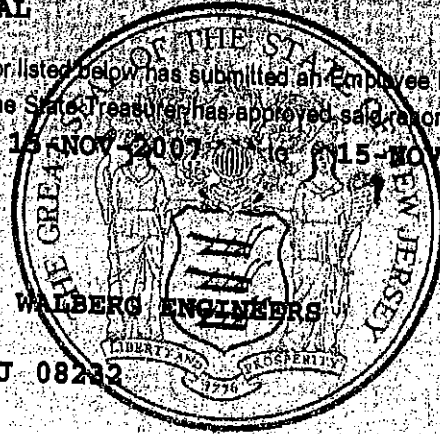
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

Certification 40954

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-NOV-2007 to 15-NOV-2014

REMINGTON, VERNICK & WALBERG ENGINEERS
845 N. MAIN STREET
PLEASANTVILLE NJ 08232



[Signature]

State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME

REMINGTON, VERNICK & WALBERG ENGINEERS

TRADE NAME

TAXPAYER IDENTIFICATION#

223-673-280/000

SEQUENCE NUMBER

0741942

ADDRESS

845 NORTH MAIN STREET
PLEASANTVILLE NJ 08232

ISSUANCE DATE

09/01/04

EFFECTIVE DATE

03/29/99

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SCHEDULE OF BILLABLE HOURLY RATES

2012

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	\$135
Engineering Department Head	\$132
Project Manager/Engineer	\$125
Project Engineer, LSRP	\$125
Senior Design Engineer	\$110
Project Environmental Engineer	\$100
Geologist	\$105
Design Engineer	\$90
Engineering Aide	\$70
Technical Aide	\$50

PLANNING

Planning Department Head	\$132
Project Planner	\$125
Senior Landscape Architect/Planner	\$105
Landscape Architect/Planner	\$95
Technical Aide	\$50

DRAFTING

Drafting/CADD Department Head	\$105
Senior Design Draftsperson	\$95
Cartographer/Design Draftsperson	\$80
Drafting Aide	\$70

CONSTRUCTION MANAGEMENT & INSPECTION

CM & Inspection Department Head	\$115
<i>Construction Management</i>	
Project Manager	\$98
Construction Manager	\$95
Project Coordinator	\$89
<i>Inspection Personnel:</i>	
Chief Inspector	\$105
Inspection Supervisor NICET IV	\$98
Inspector NICET II/III	\$95
Contract Administrator	\$90
Inspector	\$90
Inspection Aide	\$70
Technical Aide	\$50

SURVEY

<i>Field Personnel:</i>	
Surveyor	\$90
Party Chief	\$80
Transit/Rodperson	\$75
<i>Office Personnel:</i>	
Survey Department Head	\$110
Survey Project Manager	\$90
Survey Designer	\$85

Mileage Commensurate in accordance with IRS Regulations.