

CONTRACT

THIS AGREEMENT, made and executed, in the City of Absecon, in the County of Atlantic, State of New Jersey, on this 5th day of Jan. 2015 by and between REMINGTON, VERNICK & WALBERG ENGINEERS, a New Jersey corporation, as City Planner, hereinafter referred to as Planner, and the City of Absecon, in the County of Atlantic, a municipal corporation of the State of New Jersey, hereinafter referred to as City, for a term of one year.

WITNESSETH that the Planner and City in consideration of the promises and covenants contained herein, hereby agree, covenant and promise as follows:

1. Services and Compensation in General. Planner shall hold available to City all officers, employees and facilities of Planner to perform with Planner's best efforts, all engineering services normally provided by the Planner as requested by City or the majority vote by City Council, and shall compensate Planner for services requested by City and performed by Planner in accordance with the terms of this Agreement.

2. Costs and Expenses. Costs and expenses incurred by Planner shall be borne by Planner unless specifically reimbursable under another provision of this Agreement or specifically authorized in writing by the City.

3. Scope of Services.

A. The Planner shall at the request of the City Officials:

- (1) Prepare feasibility studies.
- (2) Perform all necessary field work and prepare drawings and surveys.
- (3) Prepare plans in sufficient detail to illustrate the work to be performed.

- (4) Prepare specifications in a form as required for public bidding and in such detail as is required to describe the work to be performed by the contractor.
- (5) Assist the City or its representatives in the preparation of the necessary application and/or permit forms as required by the nature of the work for submission to the proper agencies of government having jurisdiction over the work. Planner shall not be responsible for any failure to issue, delay, or conditions imposed by such governmental agency.
- (6) Assist the City in the receiving, analyzing and tabulation of bids received with recommendations by the Planner to the City or its authorized representative.
- (7) Compile three (3) sets of contracts; obtain performance bond and contract signatures from contractor; forward contracts to City for approval and following approval by City forward contracts to contractor along with proceed order.
- (8) Furnish observation of work as to progress and general quality; however, Planner is not responsible for supervising the City's contractors or commenting on, overseeing, or providing the means and methods of their work, including job site safety,

and Planner is not responsible for the failure of the City's contractors to properly perform their work.

- (9) Review and approve or disapprove shop drawings prepared by contractor or manufacturer, but only for the limited purpose of checking for the design concept expressed in the drawings and specifications. Such review by Planner is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities. The Planner's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures.
- (10) Report on contractor's request for change orders and proposals to City, submit Planner's recommendation as to whether or not City should approve said change order, and prepare change orders as approved.
- (11) Prepare and submit monthly certificates for interim payments according to contract items as work progresses and prepare and submit a final certificate upon completion, said certificate to state that to the best of Planner's knowledge, based upon the observations made under this Agreement, the

Contractor has performed in accordance with the plans, specifications and change orders.

- (12) Furnish full time resident inspection of the work, if authorized by the City consisting of (a) reporting on and making recommendations relating to the progress of the work and noting to City any observed defects, deficiencies and unnecessary delays in the work of the contractor (without in any way guaranteeing such work) and (b) approving of materials and equipment furnished.
- (13) Furnish copies of plans and specifications as follows:
 - one set for City during bidding;
 - three sets to City for preparing contracts;
 - two sets to State and/or Federal Agencies; for approvals. All other copies as required by Cityor contractors shall be furnished at cost of reproduction to those requesting additional copies.
- (14) Attend City meetings when contractor's proposals are to be accepted.
- (15) Perform other engineering services for the benefit of the City upon authorization, such as the following: laboratory work; subsurface investigations; core borings; hydrographic surveys; property surveys; easement surveys and descriptions;

assisting the City in connection with adjudication, litigation or negotiation; preparation of forms required by various agencies of government for permits or for grants or loans; preparation of "as-built" drawings upon completion of a project from data furnished by contractor; preparation of maps; review of site plans and subdivision plans; attending meetings as requested by City making drawings from field measurements of existing construction when required for planning additions, or alterations thereto; additional services due to significant changes in general scope of the project or its design, including but not limited to, changes to size, complexity or character of construction; revising previously approved studies, reports, design documents, and drawings or specifications during or after Design Phase; preparing documents for alternate bids requested by the City for work which is not executed; preparing detailed renderings, exhibits, or scale models for the project; investigations involving study of operation, maintenance and overhead expenses, and the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals and evaluations; additional or extended services during construction made necessary by work

damaged by fire or other cause during construction, prolongation of the construction contract time by more than 25%, acceleration of the work schedule involving services and normal working hours, and contract default due to Contractor delinquency or insolvency; assistance or instruction in the start-up and continued operation of equipment or devices and the preparation of manuals of operation and maintenance.

B. These services are for the sole and exclusive benefit of the City, and no third party beneficiary is intended. The provision of these services by the Planner shall not relieve others of their responsibility to the City or others.

4. The City's Responsibilities.

The City shall:

- (a) Provide full information as to its requirements for the project.
- (b) Assist the Planner by placing at his disposal all available information pertinent to the site of the project including previous reports and any other data relative or necessary to the design or the construction of the project.
- (c) Guarantee access to and make all provisions for the Planner to enter upon public and private lands as required for the Planner to perform his work.
- (d) Examine all studies, reports, sketches, estimates,

drawings, specifications, proposals, and other documents presented by the Planner and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Planner.

- (e) Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
- (f) Provide such legal, accounting and insurance counseling services as may be required for the project.
- (g) Designate in writing a person to act as representative with respect to the work to be performed. Such person shall have complete authority to transmit instruction, receive information, interpret and define policies and decisions with respect to materials, equipment elements, and systems pertinent to the work.
- (h) Give prompt written notice to the Planner whenever the City observes or otherwise becomes aware of any defect in the project.
- (i) Obtain approval of all governmental authorities having jurisdiction over the project and such approvals and consents from such other individuals or bodies as may be necessary to complete the

project. City to pay all fees required by the governmental agencies.

5. Compensation to the Planner. City will only make direct payment to consultants that it directly engages in a manner prescribed by the Local Public Contracts Law. Remington, Vernick & Walberg shall be responsible for any and all consultants it retains in connection with City work when said consultants are not directly authorized by the City in the manner prescribed by the Local Public Contract Law.

A. Hourly Rates

All services rendered by Planner will be compensated on the basis of the hourly rates for personnel performing the services as set forth in Schedule A, unless some other method of payment is required under this contract or agreed to as provided herein.

B. Lump Sum or Fixed Fee

When it is possible to define precisely the scope of the project and the engineering services to be performed, a lump sum fee based on estimated services required and other factors considered relevant by the parties may be determined and agreed upon for total compensation. In this case, the size and physical characteristics of the project, the estimated time required to complete the project and other relevant factors should be described as completely as possible.

C. Combination of Methods

A combination of methods for determining total compensation for professional engineering services may be employed for some projects. Services may be compensated by hourly rates for the project, until the precise scope is developed, then by lump sum for the remainder of the services.

6. Payment to the Planner.

- A. Vouchers shall be submitted to the City by the first day of the month in which payment is desired.
- B. The Planner shall append to each voucher for payment a breakdown of services and charges in accordance with this Agreement.
- C. Payments for services to be compensated on a lump sum basis shall, except as set forth in D below be made upon completion of the project unless otherwise agreed at the time the lump sum payment is determined and agreed upon.
- D. Payments for services rendered under this contract on a lump sum basis involving the construction of improvements by an outside contractor will be made in accordance with the schedule shown below or as otherwise agreed by the parties. Progress payments may be made monthly in proportion to services performed and should amount to the following percentage of the total fee at completion of each phase of the work.

- (1) Design Phase- 60 percent of total fee

- (2) Preparation of plans and/or specifications - 10 percent of total fee
- (3) Supervision of Bidding - 10 percent of total fee
- (4) Construction Supervision Phase - 20 percent of total fee. Total fee for Basic Services - 100 percent. The 20 percent of total fee under paragraph 6.D.(4) Construction Supervision Phase shall be billed and payable during the period of construction and in direct proportion to the construction progress.

7. Future Changes in Fee.

At any time either party may give the other party 90 days notice that renegotiations of any or all fees payable hereunder is necessary. Such notice shall be in writing and shall specify which fees must necessarily be renegotiated. All fees payable, under the terms of the Agreement shall be effective until the expiration of said 90 day period, and following agreement by both parties to the revised fee(s) only such fees that are so revised shall cease to be effective at the expiration of such 90 day. Following such renegotiation, fee changes agreed upon shall be set forth in writing, executed by both parties. In the event the parties are unable to agree on revised fee(s), the existing fees shall remain in effect until the termination of the Agreement or until agreement is reached.

8. Maintenance of City Maps.

If requested by City, Planners shall maintain all City maps and City shall compensate Planner for such services in accordance with Schedule A annexed hereto. In such circumstance, Planner shall coordinate with the City Tax Assessor, the revisions to the Tax Map, which shall be made by October 1st of each year.

9. Field Crews.

When desired and requested by the City field crews of Planner shall be made available on 72 hours notice, excluding intervention of Saturdays, Sundays, Holidays, periods of inclement weather, and Acts of God.

10. City Requests; Private Request.

The City Administrator, at the Direction of City Council, is hereby designated as the person authorized to make requests for services hereunder on behalf of the City and Planner shall respond to these requests, but in no case shall respond to, or provide any services or work hereunder upon the request of any citizen, person, firm, or other entity, except as expressly authorized in writing by a majority of council.

11. Filing of materials with the City.

Planner shall deliver, by way of filing to the City a true copy of all maps, charts, documents, work sheets and data for which the Planner has been compensated by the City. Additionally, Planner shall file and carefully keep and maintain originals or true copies of all of the aforesaid in Planner's office. All other copies of maps, charts, documents, work sheets and data shall be delivered upon payment by City of the actual cost of reproduction. Such reproduction shall be accomplished by Planner according to any process in any manner the City desires.

12. Mandatory Affirmative Action Language for Procurement,
Professional and Service Contracts.

During the performance of this contract, the contractor agrees as follows:

The Planner 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 or sex. The 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, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The 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 Planner 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, marital status or sex; The Planner or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Planner or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer's pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Planner or subcontractor 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 or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to 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 Planner or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Planner 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.

The Planner 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, creed, color, national origin, ancestry, marital status or sex, and conform with the decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions.

The Planner and its subcontractors 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 (NJAC 17:27).

13. Termination.

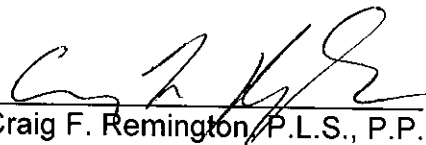
Either party may terminate the effect of the Agreement as of the anniversary date hereof upon written notice of termination to the other party. No prior notice shall be required. Upon termination of services of Planner to City, Planner shall surrender all maps, charts, documents, work sheets and records in connection with any work for which he has been compensated by the City, or true and accurate copies of same, at cost of reproduction, together with all City property and a status report on every pending project, to his successor as City Planner, or to such other person or City Official or employee as the City Official (or authorized representative) directs, without additional cost to the City. All partially completed work and services of Planner shall be compensated by City in accordance with Schedule A annexed hereto.

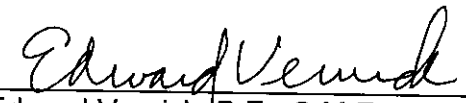
NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR
CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED BY THE
PROVISION OF PROFESSIONAL SERVICES AND ADVICE OR BY THE
FURNISHING OF THE PROFESSIONAL WORK PRODUCTS PURSUANT TO
THIS AGREEMENT.

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

ATTEST:

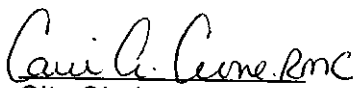
**REMINGTON, VERNICK & WALBERG
ENGINEERS**


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


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

ATTEST:

CITY OF ABSECON


Carol A. Leone, RMC
City Clerk


John J. Santy
Mayor

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
---------------------------------	-------

Construction Management

Project Manager	\$107
Construction Manager	\$102
Project Coordinator	\$95

Inspection Personnel:

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

Field Personnel:

Surveyor	\$98
Party Chief	\$95
Transit/Rodperson	\$89

Office Personnel:

Survey Department Head	\$125
Survey Project Manager	\$105
Survey Designer	\$98

Mileage Commensurate in accordance with IRS Regulations.

AFFIDAVIT OF COMPLIANCE WITH CITY OF ABSECON ORDINANCE 06-2013

The undersigned, being of full age and duly sworn according to law, deposes and says:

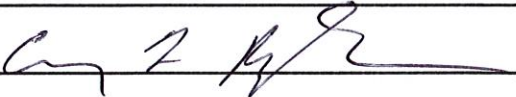
1. I am an officer or otherwise designated representative of the Business Entity identified below which has submitted a proposal for professional services or extraordinary unspecified services to the City of Absecon (the "City").
2. The City has adopted Ordinance 06-2013 (the "Pay to Play Ordinance") which is intended generally to limit political contributions to municipal candidates and municipal political parties by Business Entities, as defined therein, as a condition to the City's award of public contracts. A copy of the Pay to Play Ordinance is attached hereto.
3. Acting on behalf of the Business Entity identified below, I have carefully reviewed the provisions of the Pay to Play Ordinance, and I hereby state that this Business Entity has not made a Contribution, as defined therein, in violation of Section 1 of the Ordinance
4. I understand that the award by the City of a contract to this Business Entity is conditioned upon the submission of this affidavit and upon the veracity of the statements made herein. I further understand that this Business Entity, if awarded the contract, shall have a continuing duty to report to the City any Contribution that constitutes a violation of the Pay to Play Ordinance which is made during the negotiation, proposal process or performance of that contract.

The above statements made by me are true. I understand that if any of the foregoing statements are willfully false that I am subject to punishment according to law.

Date: March 30, 2015

Name of Business Entity: Remington, Vernick & Walberg Engineers

Name of Affiant and Title: Craig F. Remington, Vice President

Signature of Affiant: 

Subscribed and sworn to before me this 30th day of March, 20 15



Notary Public of the State of New Jersey

AMANDA MORRIS

NOTARY PUBLIC OF NEW JERSEY

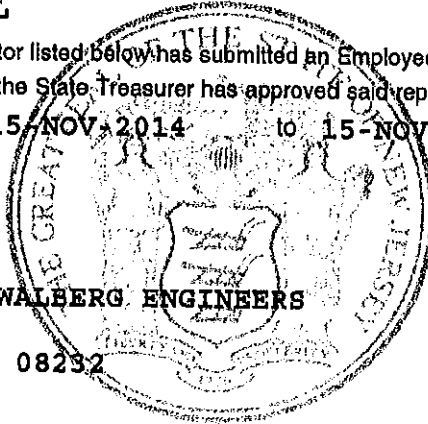
My Commission Expires 12/19/2017

Certification 40954

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

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-2014** to **15-NOV-2021**

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



[Signature]

Andrew P. Sldamon-Eristoff
State Treasurer

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

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)

[Signature]
Acting Director

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