

CONTRACT FOR PROFESSIONAL SERVICES CITY PLANNER

THIS AGREEMENT, made this 5th day of January, 2017 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, & Walberg Engineers, hereinafter known as **CONTRACTOR**.

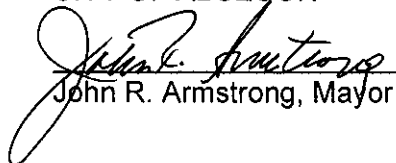
WITNESSETH

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

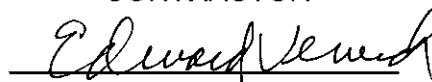
1. **Contractor**, pursuant to duly published Resolution 08-2017 dated January 5, 2017 of the **City** accepting Professional Services which Resolution is herein incorporated by reference thereto, agrees to perform all work and/or services referenced by said Resolution and this Contract and to otherwise 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 9, 2016.
 - 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 08-2017.

CITY OF ABSECON


John R. Armstrong, Mayor

CONTRACTOR


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

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 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 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 Capital Projects. 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
----------------------------------	-------

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

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:

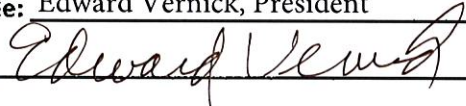
1. I am an officer or otherwise designated representative of the Business Entity identified below which has submitted a proposal for professional services or extraordinary unspecified services to the City of Absecon (the "City").
2. The City has adopted Ordinance 06-2013 (the "Pay to Play Ordinance") 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: January 27, 2017

Name of Business Entity: Remington, Vernick & Walberg Engineers

Name of Affiant and Title: Edward Vernick, President

Signature of Affiant: 

Subscribed and sworn to before me this 27th day of January, 2017



Notary Public of the State of New Jersey

AMANDA MORRIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/19/2017

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 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 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, 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, 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 applicable 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, 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:

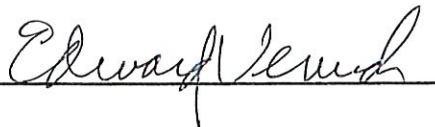
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Print name: Edward Vernick, P.E., C.M.E.
President

Signature: 

Date: 1/27/2017

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



Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON NJ 08646-0282

TAXPAYER NAME:

REMINGTON, VERNICK & WALBERG ENGINEERS

TRADE NAME:

SEQUENCE NUMBER:

0741942

TAXPAYER IDENTIFICATION#:

223-673-280/000

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.