



Agenda
Meeting of the Municipal Council
Wednesday, January 5, 2022
ORGANIZATIONAL MEETING 6:00 PM

I. Call to Order

II. Silent Prayer/Moment of Reflection

III. Salute the Flag

IV. Announcement by City Clerk

1. As to comply with the Open Public Meetings Act, Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Reorganization Meeting Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on December 18, 2021 and posted on the bulletin board the same date. All notices are on file with the City Clerk.

V. Nomination of Deputy Mayor

Swearing in of Deputy Mayor by Municipal Clerk Melody Hartsgrove

VI. Resolutions

1. Consent Agenda

All matters listed on the Consent Agenda are presented collectively to the City Council, and will be considered for approval with one vote. These matters are considered to be routine in nature, and there will be no individual discussion of these items. If discussion is desired by one or more Council member(s) as to any particular item(s), then said item(s) shall be removed from the Consent Agenda and considered separately.

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| 2022-1 | Resolution Establishing Meeting Dates for 2022 |
| 2022-2 | Resolution Designating the Official Newspapers for the City of Asbury Park for the Year 2022 |
| 2022-3 | Resolution Establishing 2022 Schedule of Holidays |
| 2022-4 | Authorizing the City Clerk to Execute all Bingo and Raffle Games of Chance Applications that Meet all Provisions Pursuant to Statute for the 2022 Calendar Year |
| 2022-5 | Resolution Establishing Rules of Order for Public Comments |

- 2022-6 Authorizing the City Clerk to Execute all of the City of Asbury Park Fire Department Member's Enrollment into NJ State Firemen's Association for the 2022 Calendar Year
- 2022-7 Appointing a Fund Commissioner and Alternate to the New Jersey Intergovernmental Insurance Fund
- 2022-8 Appointment of ADA Compliance Officer and Coordinator
- 2022-9 Designation of Public Agency Compliance Officer
- 2022-10 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications
- 2022-11 A Resolution Authorizing the Tax Assessor to Act as Agent for the City of Asbury Park for the Purpose of Filing and Settling Tax Appeals on Behalf of the Taxing District for the Tax Year 2022
- 2022-12 Resolution Adopting a Debt Management and Capital Policy
- 2022-13 Resolution of the Mayor and Council of the City of Asbury Park Designating the Depositories wherein all Public Monies and Other Funds of the Municipality Shall Be Kept
- 2022-14 Resolution Adopting a Cash Management Plan for the City of Asbury Park
- 2022-15 Appointment of Recycling Coordinator for the Year 2022
- 2022-16 Resolution to Credit Sewer Account for Deduct Meter
- 2022-17 Resolution Fixing the Rate of Interest to Be Charged on Delinquent Taxes, Assessments and Sewer Accounts For 2022
- 2022-18 Resolution Setting Fees for Tax Collection Department for 2022
- 2022-19 A Resolution Approving and Adopting A Form Required to Be Utilized for The Filing of Tort Claims Against the City Of Asbury Park in Accordance with The Provisions of The New Jersey Tort Claims Act
- 2022-20 Resolution Approving an Agreement for Services Contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-Based Electronic Tax Sale Processing

2. Individual Resolutions

- 2022-21 Appointment of Deputy Mayor
- 2022-22 Resolution Providing for 2022 Temporary Budget Appropriations
- 2022-23 Appointing Frederick C. Raffetto, Esq., to Serve as Municipal Attorney for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2022-24 Resolution of Reappointment of JoAnn Boos to the Position of Chief Financial Officer with Tenure

- 2022-25 Appointing PFK O'Connor Davies to Serve as Auditor for the City and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2022-26 Appointing T & M Associates to Serve as Municipal Engineer for the City, and Authorizing the Execution of an Agreement for Professional Engineering Services Associated Therewith
- 2022-27 Resolution Pursuant to N.J.S.A. 40:48-1 Authorizing the City Engineer to Perform Services as Designee to The City Manager for Review of Development Permits in Any Area of Special Flood Hazard
- 2022-28 Appointing Archer & Greiner, P.C. to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2022-29 Appointing Archer & Greiner, P.C. to Serve as Bond Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2022-30 Appointing Maraziti and Falcon to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2022-31 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of PILOT/RAB Administration
- 2022-32 Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Petroleum Community-Wide Assessment Grant Service To Brownfield Redevelopment Solutions, Incorporated (BRS)
- 2022-33 Appointing Acacia Financial Group, Inc. To Serve as Financial Advisors for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2022-34 Authorizing the Execution of an Agreement for Professional Appraisal Services to BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA
- 2022-35 Appointing GJEM Insurance Agency, to Serve as an Insurance Brokerage/Consultant/Risk Manager, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2022-36 Appointing Law Offices of Parker McCay, P.A. to Serve as OPRA Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2022-37 Authorizing the Award of a Contract to the Firm of Kyle + McManus Associates, LLC to Perform Professional Affordable Housing Planning and/or Consulting Services
- 2022-38 Appointing Law Offices of Genova Burns, LLC to Serve as Labor Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

- 2022-39 Resolution Appointing Community, Grants, Planning & Housing LLC To Serve as Affordable Housing Administrative Agent For the City of Asbury Park.
- 2022-40 Resolution Appointing the Firm of Surenian, Edwards & Nolan, LLC To Serve as Special Affordable Housing Counsel For the City of Asbury Park.
- 2022-41 Resolution Appointing City Prosecutor
- 2022-42 Resolution Appointing Alternate City Prosecutor
- 2022-43 Resolution Appointing City Public Defender
- 2022-44 Resolution Appointing Alternate Public Defender
- 2022-45 Appointing Gregory B. Pasquale, Esquire, to Serve as Special Tax Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2022-46 Appointing the firm of Gene J Anthony, Esquire to Serve as Rent Leveling Board Attorney for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith.
- 2022-47 Appointing Various Firms to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith
- 2022-48 Resolution Authorizing the Award of a Contract to The Firm of ENGenuity Infrastructure to Perform Special Project Engineering Services
- 2022-49 Resolution Authorizing the Award of a Contract to The Firm of Topology NJ, LLC to Perform Consulting Planner Services
- 2022-50 Resolution Authorizing the Award of a Contract to The Firm of Dynamic Traffic, LLC to Perform Special Project Engineering Services
- 2022-51 Resolution Authorizing the Award of a Contract to the Firm of ARH, Inc. to Perform Special Project Engineering Services
- 2022-52 Resolution Authorizing the Award of a Contract to the Firm of DeSimone Consulting Engineers To Perform Special Project Engineering Services
- 2022-53 Authorizing Appointments to the “Asbury Park TV Committee”
- 2022-54 Appointment to the Business Advisory Committee
- 2022-55 Resolution Authorizing Appointments to Community Development Block Committee
- 2022-56 Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee”
- 2022-57 Authorizing Appointments to the “Deal Lake Commission”
- 2022-58 Authorizing Appointments to the “Environmental/Shade Tree Commission”
- 2022-59 Resolution Approving Appointments to The City of Asbury Park Green Team

- 2022-60 Appointment to the Recreation Advisory Committee
- 2022-61 Resolution Appointing Members to the Participatory Budget Committee to Facilitate the Participatory Budgeting Process in The City of Asbury Park
- 2022-62 Resolution Authorizing Appointments to the Parking Advisory Committee
- 2022-63 A Resolution Appointing Regular and Alternate Members To the Rent Leveling Board.
- 2022-64 Appointing Members to the Public Art Commission
- 2022-65 Appointing Members to the Planning Board (Class III and IV)
- 2022-66 Resolution Authorizing Appointments to the “Sunset Lake Commission”
- 2022-67 Resolution Approving Appointments to the Mayor's Wellness Committee
- 2022-68 Appointing Members to the Zoning Board of Adjustment
- 2022-69 Resolution Approving Change Order #1 for Sunset Lake Park Improvements Project
- 2022-70 Resolution Amending a Contract with Ben Shaffer Recreation for Playground Equipment located at Seventh & Ocean Avenues

VII. Announcement by Mayor Moor of Mayor's Appointment to the Library Board Committee

VIII. Announcement by Mayor Moor of Mayor's Appointment to the Position of Office of Emergency Management ("OEM") Director

IX. Announcement of Mayor of Mayor's Appointment to the Planning Board

- 1. Class I Member (Mayor or Mayor's Designee - 1 Year Term)
- 2. Class II Member (Non-Government Body Municipal Official - 1 Year Term)

X. Comments from Council Members

XI. Comments from Mayor

XII. Public Participation

XIII. Executive Session

- 2022-71 Resolution Authorizing a meeting which excludes the public

XIV. Adjournment



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-1

Resolution Establishing Meeting Dates for 2022



RESOLUTION NO. 2022-1

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION ESTABLISHING MEETING DATES FOR 2022

BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, that for the year 2022 the following shall be the meeting dates City Council:

January 5 (reorganization)	July 13
January 26	July 27
February 9	August 10
February 23	August 24
March 9	September 14
March 23	September 28
April 13	October 12
April 27	October 26
May 11	November 10 (11/15 NJSLM Conference)
May 25	November 22
June 8	December 7
June 22	December 21 (December 25 Christmas)

BE IT FURTHER RESOLVED that all executive session meetings commence at 4:00 p.m. Regular meeting will commence at 6:00 p.m.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-1 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-2

Official Newspaper of the City of Asbury Park
the Coaster, the Asbury Park Press, the Star Ledger

**RESOLUTION NO. 2022-2**

**City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS FOR THE CITY OF
ASBURY PARK FOR THE YEAR 2022**

BE IT RESOLVED, by the City of Asbury Park, County of Monmouth, State of New Jersey that the following publications shall constitute the official newspaper(s) of the City of Asbury Park for the 2022 year:

1. The Coaster
2. The Asbury Park Press
3. The Star Ledger

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon final passage and publication in accordance with the law.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-2 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-3

Establishing 2022 Schedule of Holidays



RESOLUTION NO. 2022-3

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION ESTABLISHING 2022 SCHEDULE OF HOLIDAYS

BE IT RESOLVED by Mayor and Council of the City of Asbury Park the following will be considered official holidays for the year 2022.

December 31	New Year's Day (Friday)
January 17	Martin Luther King Jr. Day (Monday)
February 11	Lincoln's Birthday (Friday)
February 21	President's Day (Monday)
April 15	Good Friday (Friday)
May 30	Memorial Day (Monday)
June 20	Juneteenth (Monday)
July 4	Independence Day (Monday)
September 5	Labor Day (Monday)
October 10	Columbus Day (Monday)
November 8	Election Day (Tuesday)
November 11	Veterans Day (Friday)
November 24	Thanksgiving Day (Thursday)
November 25	Day after Thanksgiving (Friday)
December 26	Christmas Day (Monday)

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-3 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-4



RESOLUTION NO. 2022-4

**City of Asbury Park
County of Monmouth
State of New Jersey**

**AUTHORIZING THE CITY CLERK TO EXECUTE ALL BINGO AND RAFFLE
GAMES OF CHANCE APPLICATIONS THAT MEET ALL PROVISIONS PURSUANT
TO STATUTE FOR THE 2022 CALENDAR YEAR**

BE IT RESOLVED by the City Council of Asbury Park City that it hereby authorizes the City Clerk to execute all Bingo, 50/50's, and Raffle Games of Chance Applications pursuant to the statutory provisions of N.J.S.A. 5:8-1 et seq. for the remaining 2022 calendar year; and

BE IT FURTHER RESOLVED that the City Clerk shall furnished the Chief of Police with a copy of each Game of Chance Application, License and Findings and Determination so that he may conduct a background check pursuant to N.J.S.A. 5:8-27.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Asbury Park Chief of Police.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-4 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-5

Establishing Rules of Order for Public Comments



RESOLUTION NO. 2022-5

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION ESTABLISHING RULES OF ORDER FOR PUBLIC COMMENTS

WHEREAS, the City Council serves as the Governing Body of the City of Asbury Park pursuant to N.J.S.A. 40:69A-81, *et seq.*, and Section 2-2 of the Asbury Park City Code; and

WHEREAS, it is the desire of the City Council to provide for effective and productive public meetings by conducting the large volume of City business needed within the time constraints available at public meetings and in an orderly manner; and

WHEREAS, the City Council welcomes public comments, and to that end, provision is made for a public comment period at each meeting; and

WHEREAS, pursuant to N.J.S.A. 10:4-12, the City Council is permitted to establish rules governing the public comment period.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that the following provisions shall govern the public comment period at every Council meeting for the remainder of the calendar year 2022:

1. Any person desiring to speak during the public comment period shall approach the microphone (or shall raise their hand virtually during a virtual Council meeting) and be recognized by the Chair before commencing their comments.
2. Each speaker shall state his or her full name and address for the record before making comments.
3. Each person recognized to speak may speak once for a maximum of three minutes.
4. Any speaker who exceeds the time limit shall be ruled out of order and shall be subject to removal. Each three-minute period is personal to each speaker and may not be ceded to another person.

5. Each speaker is expected to conduct himself or herself in a proper manner. No profanity shall be permitted, nor shall any derogatory, abusive or threatening language, or personal attacks, or disruptive conduct, be permitted. The Chair will immediately rule any such statements or conduct to be out of order and shall warn the speaker accordingly. If the individual continues to make such statements or to engage in such disruptive conduct, the Chair may terminate any further comments from that individual and, at the Chair's discretion, may have the individual removed from the meeting.
6. Questions or comments from the public should be directed to the City Council as a whole. A response may be provided, at the discretion of the Council. If appropriate, the Chair may direct and recognize a staff employee or professional of the City to respond. The Chair may request that any question asked of the City Council or its staff or professionals which, due to its complexity or need for research or factual investigation cannot be answered immediately, be placed in writing and directed to the appropriate City official so that an answer may be provided as soon as possible.
7. Any aspect of this protocol may be suspended for a particular matter by a vote of a majority of the City Council present at the meeting.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be provided to each of the following:

- a. Donna Vieiro, City Manager; and
- b. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-5 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-6

Authorizing the City Clerk to Execute all of the City of Asbury Park Fire Department Member's Enrollment into NJ State Firemen's Association for the 2022 Calendar Year

**RESOLUTION NO. 2022-6**

**City of Asbury Park
County of Monmouth
State of New Jersey**

**AUTHORIZING THE CITY CLERK TO EXECUTE ALL OF THE CITY OF ASBURY
PARK FIRE DEPARTMENT MEMBER'S ENROLLMENT INTO NJ STATE
FIREMEN'S ASSOCIATION FOR THE 2022 CALENDAR YEAR**

BE IT RESOLVED by the City Council of Asbury Park City that it hereby authorizes the City Clerk to execute all application for the City of Asbury Park Fire Department Member's Enrollment into the New Jersey State Firemen's Association for the 2022 calendar year.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Asbury Park Fire Department Chief Kevin Keddy.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-6 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-7

Fund Commissioner and Alternate to the New Jersey Intergovernmental Insurance Fund
Donna Vieiro & Michael Manzella



RESOLUTION NO. 2022-7

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING A FUND COMMISSIONER AND ALTERNATE TO THE NEW JERSEY INTERGOVERNMENTAL INSURANCE FUND

WHEREAS, the Fund Commissioner shall attend regular meetings of the NJIIF on behalf of the City and otherwise serve as a liaison representative of the City to the NJIIF for the ensuing year; and

WHEREAS, the Mayor and Council wish to appoint the City Manager to serve as the Commissioner to the NJIIF on behalf of the City for 2022, and Michael Manzella to serve as the alternate Commissioner for 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. Donna Vieiro is hereby appointed to serve as the Fund Commissioner to the NJIIF on behalf of the City for the year 2022.
2. Michael Manzella is hereby appointed to serve as the alternate Fund Commissioner to the NJIIF for the year 2022.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. Michael Manzella, Alternate Commissioner
 - c. Eric J. Nemeth, Esq., NJIIF
 - d. JoAnn Boos, CMFO, Chief Financial Officer

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-7 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-8

City Manager ADA Officer

**RESOLUTION NO. 2022-8**

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTMENT OF ADA COMPLIANCE OFFICER AND COORDINATOR

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Asbury Park hereby appoints Donna Vieiro, City Manager as the ADA Compliance Officer for 2022.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-8 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-9



RESOLUTION NO. 2022-9

**City of Asbury Park
County of Monmouth
State of New Jersey**

DESIGNATION OF PUBLIC AGENCY COMPLIANCE OFFICER

WHEREAS, N.J.A.C. 17:27-3.2 requires all public agencies awarding contracts for goods and services and/or construction contracts to appoint a Public Agency Compliance Officer (PACO) for a one year term; and

WHEREAS, a Public Agency Compliance Officer is the liaison between the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and the public agency and the PACO is the point of contract for all matters concerning implementation and administration of N.J.S.A. 10:5-31, et seq. and its implementing regulations at N.J.A.C. 17:27-1.1, et seq.; and

WHEREAS, the City Council desires to appoint the City Manager, as its Public Agency Compliance Officer for 2022.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the City Council hereby appoints City Manager Donna Vieiro, as the Public Agency Compliance Officer in accordance with N.J.A.C. 17:27-3.2 for a period of one year.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-9 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-10

Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications

**RESOLUTION NO. 2022-10**

**City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION AUTHORIZING CITY MANAGER TO SIGN NJDEP TREATMENT
WORKS APPLICATIONS**

WHEREAS, the Asbury Park City Manager is hereby authorized to sign NJDEP Statements of Consent upon review and recommendation of the City Engineer; and

WHEREAS, a copy of the signed application shall be forwarded to the governing body and Director of Planning and Redevelopment; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager to sign NJDEP Statements of Consent upon review and recommendations of the City Engineer and forward said application to the governing body and Director of Planning and Redevelopment.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-10 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-11



RESOLUTION NO. 2022-11

**City of Asbury Park
County of Monmouth
State of New Jersey**

A RESOLUTION AUTHORIZING THE TAX ASSESSOR TO ACT AS AGENT FOR THE CITY OF ASBURY PARK FOR THE PURPOSE OF FILING AND SETTLING TAX APPEALS ON BEHALF OF THE TAXING DISTRICT FOR THE TAX YEAR 2022

WHEREAS, the Tax Assessor is knowledgeable regarding the valuation and assessment of properties in the City of Asbury Park; and

WHEREAS, the Tax Assessor has the statutory responsibility, pursuant to N.J.S.A. 54:4-23 to 36 to set assessments for properties in the City of Asbury Park under the Local Property Tax, N.J.S.A. 54:4-1 et seq; and

WHEREAS, the governing body of the Taxing District deems the Tax Assessor to be responsible and acting in the best interests of the municipality.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Council of the City of Asbury Park, that the Tax Assessor is hereby authorized to act as agent for the Taxing District without further governing body approval to:

(a) determine when tax appeals, cross appeals, complaints and counterclaims should be filed on behalf of the Taxing District with regarding to any property located in the City of Asbury Park and accordingly direct the attorney for the Taxing District to file such documents with either the County Tax Board or Tax Court of New Jersey as deemed appropriate.

(b) resolve and settle tax appeals pending before the County Tax Board, Tax Court or Appellate Courts for any tax year and authorize the attorney for the Taxing District to formalize such settlement in the appropriate Courts and/or County Tax Board.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-11 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-12

To adopt Debt Management and Capital Policy for 2022



RESOLUTION NO. 2022-12

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION ADOPTING A DEBT MANAGEMENT AND CAPITAL POLICY

WHEREAS, the Mayor and Council of the City of Asbury Park wish to establish policies with respect to Debt Management and Fiscal and Fund Balance Policy and Capital Policy and

WHEREAS, the policies will serve as guidance for staff, committees and the governing body for budgeting, capital planning and other purposes, and

WHEREAS, it is the belief of Mayor and Council that the policies will demonstrate the City of Asbury Park's intent to maintain strong long-term financial health, and

WHEREAS, the policies established hereby will be periodically reviewed and updated to ensure that they are in consonance with needs and desires of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the Debt Management and Capital Policies (see attached) be approved.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-12 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



CAPITAL POLICY

Capital Policy Elements:

Process Elements:

1. Capital planning, budgeting and analysis
 - a. Asbury Park will annually adopt a 6-year plan to ensure that it is planning for its long term needs and that it allocates capital spending across all of its functional (departmental) needs and to ensure that it is generating adequate capacity within its capital budget to accommodate the large non-recurring projects that are certain to arise on a periodic basis.
 - b. All functional areas will collaborate for capital through an organized planning process. The planning process will occur annually coincident with the budget and will result in a rolling 6-year capital plan that is adopted by Council and revised and updated and re-adopted annually.
 - c. Each department should maintain a schedule of assets that will require renewal/replacement. The schedule should sufficiently itemize the assets, their estimated useful life, and their current life and estimated replacement cost for use in long-term capital planning.
 - d. The Administration should maintain a schedule of large non-recurring capital projects for discussion, use and evaluation by Council when the 6-year plan is discussed.
 - e. The Administration shall be responsible for developing and maintaining the capital plan.
 - f. The most-current year of the capital plan shall anticipate funding sources that are consistent with Asbury Park's debt policy and the Current Fund (Operating) Budget.
 - g. The capital plan is a planning tool only; nothing in this policy shall prevent the Council from spending on capital items or adopting Improvement Authorizations that are not in the capital plan. Nothing in this policy shall obviate the requirement that an improvement Authorization be adopted.
 - h. Improvement Authorization requests shall include a full financial analysis, the extent possible, for the project, including:
 - Estimated total capital costs
 - Annual savings to be realized as a result of the investment
 - Any additional operating expenses that will arise as a result of the investment
 - A calculation of 20-year unlevered Internal Rate of Return and Payback
 - Any additional non-financial costs or benefits arising from the project(It is expected that many projects will not have easily quantified financial returns; however, sound financial management practices call for this type of analysis to ensure that funds are being wisely spent)
2. Management and monitoring of Capital Authorizations
 - a. Improvement Authorizations shall be monitored and managed to avoid unintended consequences on debt and debt service (to avoid over spending relative to the capital plan and debt policy by spending on old Capital Authorizations). The monitoring needs to take into account all Improvements Authorizations that have been approved and not cancelled, regardless of year of approval.

- b. To keep good control over Improvement Authorizations, any project that has not commenced within 2 years of approval of the improvement authorization will be cancelled and, if appropriate, re-submitted for approval.
- c. Once a capital project has commenced, any remaining balance of the Improvement Authorization will be promptly cancelled at project completion, and in the case of multi-year projects, reviewed annually after project commencement.
- d. The Improvement Authorization clean-up process shall occur at the end of each year.

Resolution Adopted January 5, 2022



Debt Management and Fiscal & Fund Balance Policy

INTRODUCTION

The following policy is hereby enacted to standardize the issuance and management of debt for the City of Asbury Park and to provide a general Fund Balance policy. In part, it is the City's goal to have established guidelines of debt management to ensure sound fiscal policy, long term meeting and growth of the City's capital needs, and to maintain or enhance its existing credit rating.

The City of Asbury Park recognizes that one of the keys to sound financial management is a comprehensive Debt Management Policy. These benefits are recognized by bond rating agencies and the development of a Debt Policy is a recommended practice by the Government Finance Officers Association (GFOA). A Debt Policy establishes the parameters for issuing and managing debt. It provides guidelines regarding the timing and purpose for which debt may be issued, presents the types of permissible debt, and the methods of sale that may be used. The Debt Policy should recognize an obligation to fully and timely repay all debt as an essential requirement for entry into the capital markets. Adherence to a Debt Policy helps to ensure that a government maintains a sound financial position and that credit quality is protected. The Debt Policy is to be used in conjunction with the operating and capital budgets, the Capital Improvement Program (CIP), and other financial policies. The advantages of a Debt Policy are:

- Enhancing the quality of decisions;
- Documenting the decision-making process;
- Identifying objectives for staff to implement;
- Demonstrating a commitment to long-term financial planning objectives; and
- Being viewed positively by the bond rating agencies, investment community and taxpayers.

PURPOSE

The Debt Policy Statement sets forth comprehensive guidelines for the financing of capital expenditures. It is the objective of this policy that (1) the City obtains financing only when desirable, (2) the process for identifying the timing and amount of debt financing be as efficient as possible (3) obtain and then retain the highest possible credit rating, (4) obtain the most favorable interest rate and other related costs and (5) comply with full and complete financial disclosure and reporting.

Debt financing, to include general obligation bonds, temporary notes, lease/purchase agreements, debt guaranteed by the City, and other City obligations permitted to be issued or incurred under State statute, should only be used to purchase capital assets that will not be acquired from current resources. The useful life of the asset or project needs to equal or exceed the payout schedule of

any debt the City assumes for that project. This allows for a closer match between those who benefit from the asset and those that pay for it.

To enhance creditworthiness and prudent financial management, the City is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment to capital planning will be demonstrated through adoption and periodic adjustment of the City's Capital Improvement Plan (CIP) and the annual adoption of a multi-year Capital Improvement Budget. Capital Planning shall be the responsibility of the City Administrator.

ANNUAL REVIEW

This Debt Management Policy should be reviewed annually during the annual budget process. Any recommended changes shall be required to be adopted by the City Council.

IMPLEMENTATION

The City's Debt Policy shall be implemented by City Administrator and/or CFO when developing comprehensive debt management guidelines that provides for the following:

- Full and timely payment of principal and interest on all outstanding debt
- That debt be incurred only for those purposes as provided by State statute
- Capital improvements should be developed, approved and financed in accordance with the capital improvement budgeting process as required by the adoption of the annual budget
- The payment of debt shall be secured by the faith, credit and taxing power of the City, in the case of General Obligation, and the by the pledge of specified, limited revenues in the case of other obligations
- Principal and interest retirement schedules shall be structured to: 1) achieve a low borrowing cost for the City, 2) accommodate the debt service payments of existing debt and 3) respond to perceptions of market demand. Shorter maturities should be encouraged to demonstrate that debt is being retired at an aggressive pace
- The City shall select a method of sale that will maximize the financial benefits to the City. Such sales shall be governed by applicable laws, rules and regulations established by the State of New Jersey
- The City can incur debt as per the rules and regulations as promulgated by the State of New Jersey as outlined in N.J.S.A 40A:2-1 et seq. (New Jersey Bond Law) and N.J.S.A 40A:3-1 et seq. (Municipal Qualified Bond Act) or other appropriate laws, regulations or rules
- Maintain an existing Fund Balance (surplus) of 5% - 15% of the previous year's local government tax levy
- Maintain that debt appropriations are moderate in regards to the annual budget with a goal of no more than 15% of appropriations
- The City shall maintain good communications with bond rating agencies to ensure complete and clear understanding of the credit worthiness of the City; and

- Every financial report (AFS, ADS, Official Statement, etc.) shall follow a policy of full, complete and accurate disclosure of financial conditions and operating results.

Primary responsibility for making debt-financing recommendations rests with the CFO with assistance from staff and/or selected consultants. The responsibilities of staff, inclusive of the CFO, shall be to:

- Consider the need for debt financing and assess progress on the current Capital Program and any other program/improvement deemed necessary
- To review applicable debt ratios in accordance with State law
- Review changes in federal and State legislation that affects the City's ability to issue debt and report such findings to the City Administrator
- Review the provisions of Ordinance related to capital affairs
- Review the opportunities for refinancing existing debt
- Recommend services by a financial advisor, bond counsel, or other entity as appropriate
- In December of each year, at a minimum one week before a Council meeting, provide the Council with recommendations of existing Capital Ordinances that can be cancelled
- Two months before a scheduled Note or Bond Sale, at a minimum one week before the next Council meeting, provide the Council with recommendation of existing Capital Ordinances that can be cancelled

In developing financing recommendations, the City staff should consider:

- Effects of proposed actions on the tax rate
- Trends in bond market structures
- Trends in interest rates
- Other factors as deemed appropriate

Debt is intended to be structured to match projected cash flows, moderate the impact on future property tax levies, and maintain a relatively rapid repayment of principal. The City will endeavor to repay as much of the initial principal amount within ten years as practicable. The City will endeavor to maintain a steady annual budget appropriation in efforts reduce future debt by appropriating the highest annual payment of its current debt structure.

The City may use an objective analytical approach to determine whether it desires to issue new General Obligation bonds. Generally, this process will compare ratios of key financial and economic data. The goal will be for the City to maintain or improve its existing credit rating.

The decision on whether or not to issue new General Obligation bonds should be, based, in part, on:

- Cost versus benefit
- The current conditions of the bond market
- The City's ability to issue new General Obligations as determined be the aforementioned benchmarks
- Stabilization of the tax rate/appropriation

FUND BALANCE

Fund Balance, commonly referred to as “surplus” is simply Assets minus Liabilities. The City will make an effort to ensure a regular Fund Balance in reserve (not used in the budget) that is adequate.

The City will follow to the best extent practical, that the GFOA Best Practice recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.

The City can forecast the Fund Balance for the following year in early December. Budget cancellations or other mechanisms to ensure a steady “cash surplus” may be utilized and authorized by the governing body.

The City understands the importance of a Fund Balance policy as it relates to ensuring continued municipal operations and the long-term impacts of credit ratings.

CREDIT RATINGS

It is the responsibility of the CFO, City Administrator, selected City financial consultant or a combination of all to maintain relationships with the rating agencies that assign ratings to the City’s debt. This effort includes providing periodic updates on the City’s financial conditions as requests, answering questions in relations to the City’s financial operations and other actions deemed appropriate.

The City will obtain a rating from Moody’s Investor Service and Standard & Poor’s Rating Agency. The CFO, City Administrator, selected City financial consultant or a combination of all will determine if an additional rating agency is required.

Full disclosure of operations and open lines of communications shall be made to rating agencies used by the City. Whoever the rating agency requests information from, that individual shall be required to provide said information. The City is committed to full and complete financial disclosure and to cooperating fully with rating agencies and investors. The City is committed to meeting secondary disclosure requirements on a timely and comprehensive basis.

At all times, the City shall seek to maintain and, if possible, to improve its current rating(s) so borrowing costs are minimized and access to credit is preserved.

DISCLOSURES

All financial disclosures including annual financial statements, annual debt statements and annual audit reports will be posted to the Electronic Municipal Market Access (EMMA) website.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-13

Designating the Depositories wherein all Public Monies and Other Funds of the Municipality Shall Be Kept



RESOLUTION NO. 2022-13

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK DESIGNATING THE DEPOSITORIES WHEREIN ALL PUBLIC MONIES AND OTHER FUNDS OF THE MUNICIPALITY SHALL BE KEPT

WHEREAS, under New Jersey Statutes, the Governing Body shall, by Resolution, designate the depositories wherein all public monies and other funds of the Municipality shall be kept; and

WHEREAS, all public officials charged with the custody of such public funds shall hereafter deposit such funds only in the depositories named herein; and

WHEREAS, the Mayor, Chief Financial Officer and Treasurer shall be designated as the authorized signatories on all checking accounts, with at least two signatures being required.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following banks be, and same are hereby designated as depositories for all City funds, and the account specified and maintained therein for the year 2022:

DEPOSITORY

ACCOUNT

CURRENT FUND:

Investors Bank	Current Fund
Investors Bank	Tax Collector's Account
Investors Bank	Central Disbursing Account
Investors Bank	Payroll Account, Flexible Spending Account
Investors Bank	Merchant Service Fee Account

GRANT FUND:

Investors Bank	Grant Fund
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GENERAL CAPITAL FUND:

Investors Bank	General Capital Account
Investors Bank	RCA, Freehold/Middletown

PARKING UTILITY OPERATING FUND:

Investors Bank	Parking Operating
Investors Bank	Parking Utility Refund

PARKING UTILITY CAPITAL FUND

Investors Bank	Parking Utility Capital
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SEWER UTILITY OPERATING FUND:

Investors Bank	Sewer Utility Operating
Investors Bank	Sewer Utility Operating (Asbury Partners)
Investors Bank	Sewer Collector's Account

SEWER UTILITY CAPITAL FUND:

Investors Bank	Sewer Capital Fund Account
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BEACH UTILITY OPERATING FUND:

Investors Bank	Beach Operating Fund Account
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TRUST FUNDS:

Investors Bank	Animal Control Trust Fund
Investors Bank	Trust - Other
Investors Bank	Affordable Housing/Community Initiative
Investors Bank	Child Welfare Trust Account
Investors Bank	Howell RCA Trust Account
1 st Constitution Bank	Wesley Lake Escrow
1 st Constitution Bank	American Water Escrow
Investors Bank	Law Enforcement Trust (Local)
Investors Bank	Community Development Fund
Santander Bank	Madison/Asbury Retail Escrow
Investors Bank	Workers Compensation Trust Account
Santander Bank	Planning/Zoning Escrow Trust Account
Investors Bank	Law Enforcement Trust (Federal)
Investors Bank	Tax Collectors Redemption Account
Investors Bank	Tax Sale Premium Account
1 st Constitution Bank	Beach Urban Renewal Escrow
1 st Constitution Bank	NJ Natural Gas Escrow
Santander Bank	Metro Homes Escrow
Santander Bank	Madison/Wesley Escrow
1 st Constitution Bank	Beach Urban Renewal Inspection Escrow
Investors Bank	Millstone/Wall/Spring Lake RCA
Santander Bank	I-Star2 Escrow
Santander Bank	AEF Savoy Theatre Escrow
Santander Bank	Michaels Development Escrow
1 st Constitution Bank	Springwood Avenue Redevelopment Escrow
1 st Constitution Bank	Mattison Avenue Properties, LLC Escrow

Investors Bank
Investors Bank
Investors Bank

Master Escrow
Affordable Housing Trust Fund
Waterfront Redevelopment Trust

All funds of the City of Asbury Park may be invested in New Jersey Cash Management at any time. Moreover, funds may be invested in any one of the designated depositories named in the 2022 Cash Management Plan at the discretion of the Chief Financial Officer.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-13 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-14

To adopt the Cash Management Plan for 2022



RESOLUTION NO. 2022-14

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION ADOPTING A CASH MANAGEMENT PLAN FOR THE CITY OF ASBURY PARK

WHEREAS, The State of New Jersey Department of Community Affairs has requested that all government entities update their cash management plans to insure compliance with N.J.S.A. 40A:5-14; and,

WHEREAS, The City of Asbury Park's Chief Financial Officer and Treasurer recommend that the attached Cash Management Plan for Fiscal Year 2022 be adopted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, and the State of New Jersey that the Fiscal Year 2022 Cash Management Plan is hereby adopted as indicated in the annexed document.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-14 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

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YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

DONNA M. VIEIRO, CITY MANAGER
MELODY HARTSGROVE, RMC, CITY CLERK

CASH MANAGEMENT PLAN OF THE CITY OF ASBURY PARK COUNTY OF MONMOUTH, NEW JERSEY

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the “Plan”) is prepared pursuant to the provision of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits (“Deposits”) and investment (“Permitted Investments”) of certain public funds of the City of Asbury Park (the “City”) pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. DESIGNATION OF OFFICIALS OF THE CITY OF ASBURY PARK AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Chief Financial Officer (the “Designated Official”) of the City of Asbury Park is hereby authorized and directed to deposit and / or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the City of Asbury Park are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

III. DEFINITIONS.

“Arbitrage” refers to the rules and regulations governing the issuance of Bonds or Notes and the reinvestment of the proceeds at a higher yield. These regulations are promulgated by the Internal Revenue Services, Regulation 1.103.

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“Certificate of Eligibility” is the certification issued by the New Jersey Department of Banking and Insurance, Division of Banking that a public depository is eligible to act as a depository for public funds and qualifies as a participant in the New Jersey Governmental Unit Deposit Protection Act (GUDPA).

“Government Money Market Mutual Fund.” An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the “Investment Company Act of 1940,” 15 U.S.C. sec.80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (i) attained the highest ranking of the highest letter and numerical rating of a nationally recognized rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the “Investment Advisors Act of 1940,” 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

“GUDPA” requires a bank that accepts public funds to be a public depository. A “public depository” is defined as a state bank, a national bank, a savings bank or association which is located in the State of New Jersey, the deposits of which are insured by the Federal Deposit Insurance Corporation, and which receives or holds public funds on deposit. A Local Unit may make deposits in, or purchase certificates of deposits from, banks which are located in New Jersey and which meet the requirements of GUDPA.

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“Local Government Investment Pool”. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the “Administrative Procedure Act,” P.L. 1968, c. 410 (c.52:14B-1 et seq.) by the local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

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“The New Jersey Cash Management Fund.” The New Jersey Division of Investment is authorized pursuant to N.J.S.A. 52:18A-90.4 to establish, maintain and operate, with the approval of the State Investment Council and the State Treasurer, a common trust fund known as the State of New Jersey-New Jersey Cash Management Fund (the “Fund”). The Fund is authorized to accept deposits from all Local Units of government. The Fund is a “common trust” fund pursuant to the statute, which created such funds within the jurisdiction of the Division of Investment. According to the enabling legislation, monies of Local Units deposited in the Fund must be invested in obligations and bonds, which meet the investment requirements of the statute. These obligations include, among other things, evidences of indebtedness of U.S. corporations. These obligations are less secure than those permitted to Local Units under the Act. Thus, the Fund is riskier than direct investments in federal securities or GUDPA protected deposits by Local Units.

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IV. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

- A. The Plan is intended to cover the deposit and / or investment of the following funds and accounts of the City:

Current Fund	General Capital Fund
Beach Utility Operating Fund	Beach Utility Capital Fund
Transp. Utility Operating Fund	Transport. Utility Capital Fund
Sewer Utility Operating Fund	Sewer Utility Capital Fund
Trust Funds	Payroll Fund
Grant Funds	

- B. The Plan is not intended to cover the deposit and / or investment of the following funds and accounts of the City.
1. Petty Cash Funds.
 2. Cash drawn from a Federal Agency under a letter of credit which cash has to be paid out within 5 working days to a vendor.
 3. Deposit, retainage, or amounts posted by way of bond, for such things as faithful performance, if the City would be required by law to pay back any interest earned to the provider of the deposit, except where the City is required by law or court order to invest the funds.
 4. Amounts derived from the sale of bonds or notes, only to the extent that a specific written opinion of bond counsel states that the earning of (full) interest would result in the bonds or notes being classified as an arbitrage (not federally tax exempt) issue pursuant to Federal regulations. To the extent that some interest is allowable, it shall be deposited at the most favorable rates obtainable.

V. STANDARDS OF CARE.

1. Employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees shall disclose any material interests in the financial institutions with which business is conducted and they shall

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refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

2. The Chief Financial Officer, under the direction of the Mayor and Council, is responsible for establishing and maintaining internal control. The controls should ensure that the assets of the City are protected from loss, theft, or misuse.

VI. PROCEDURES FOR THE RECEIPT OF MONIES.

A. Department Procedures

1. A receipt shall be issued in duplicate for all transactions involving the receipt of money. A copy of the receipt shall be given to the paying party and the duplicate shall be maintained by the receiving department. All payments and receipts must be recorded.
2. All monies collected or received from any source by or on behalf of the City shall be deposited within forty-eight (48) hours of receipt to the designated bank pursuant to N.J.S.A. 40A:5-15.
3. All monies received shall be placed in a secured place until forwarded for deposit.
4. No department, division or agency shall engage in the practice of cashing checks with public funds. Cashing of employee paychecks is prohibited.

B. Chief Financial Officer (Designated Official)

1. The Chief Financial Officer is responsible for the following accounts: Current, Dog Trust, Other Trust, Capital, Escrows, Payroll, Unemployment, Sewer Operating, Sewer Capital, Law Enforcement Trust, Grant, Beach Operating, Beach Capital, Transportation Operating and Transportation Capital.

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2. The Chief Financial Officer shall:

- a. Deposit all monies collected or received from any source by or on behalf of the City within forty-eight (48) hours of receipt to the designated bank pursuant to N.J.S.A. 40A:5-15.
- b. Ensure that all monies deposited are in interest bearing accounts.
- c. Make recommendations of legal public depositories to the City Council who shall by resolution designate said depositories at the first meeting of the calendar year.
- d. Ensure that each of the various accounts for which there is a separate bank statement is reconciled with the bank statement by the end of the following month.
- e. Verify that designated official depositories submit to the Chief Financial Officer a copy of the State of New Jersey, Department of Insurance, Division of Banking, Governmental Unit Deposit Protection Act notification of eligibility, which must be filed semi-annually in the Division of Banking as of June 30th and December 31st of each year.

VII. DESIGNATION OF DEPOSITORIES.

City Council authorized a resolution on January 1, 2022, which designated the following banks, and financial institutions as official depositories for the Deposit of all public funds referred to in the Plan, including any Certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this plan:

1st Constitution Bank
Santander Bank
Investors Bank

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official referred to in Section II above.

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VIII. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

1. Bonds of other obligations of the United States of America or obligations guaranteed by the United States of America;
2. Government money market mutual funds;
3. Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
4. Bonds of other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
5. Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of Treasury for investment by Local Units;
6. Local Government Investment Pools;
7. Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
8. Short-term debt obligations issued by New Jersey municipalities, counties, local authorities and school districts, having a maturity no longer than 397 days from date of purchase.

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ASBURY PARK, NJ 07712

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FAX: (732) 775-0441



CITY COUNCIL
JOHN B. MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

DONNA M. VIEIRO, CITY MANAGER
MELODY HARTSGROVE, RMC, CITY CLERK

IX. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the City, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the City to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a “delivery versus payment” method to insure that such Permitted Investments are either received by the City or by a third party custodian prior to or upon the release of the City’s funds.

To assure that all parties with whom the City deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official.

X. CITY AUDITOR.

The investment practices, receipt procedures and the agreement for banking services and compensation thereof shall be reviewed by the City auditor as part of the annual audit, as required by N.J.S.A. 40A:5-4. Where a conflict exists between this Plan and State statute, the applicable statute shall govern.

The Designated Official charged with the custody of the monies of the City shall deposit them as stated by the Plan and shall thereafter be relieved of any liability or loss of such monies due to insolvency or closing of any depository designated in the Plan pursuant to N.J.S.A. 40A:5-14.

XI. SURETY BONDS.

The Chief Financial Officer, the Tax Collector, and Court Personnel shall be covered by surety bonds, proper coverage to be determined and tested during the course of the annual audit.

All City employees not covered by separate Surety Bonds shall be covered by a Public Employee’s Blanket Bond providing \$1,000,000 of Employee Dishonesty Blanket Bond Coverage.

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

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XII. ESTABLISHING AND MAINTAINING CONTROLS.

When possible, the internal controls should provide for a separation of the investment placement functions and the accounting activity. Controls must be designated for telephone orders, wire transfers and securities safekeeping. Only specifically designated personnel of the Finance Department shall be allowed to conduct this part of the transactions, and all activity should be subject to immediate written confirmation by the designated depository. The Chief Financial Officer shall review each day's activity.

XIII. REPORTING REQUIREMENTS.

The Designated Official referred to in Section II hereof shall supply to the Governing Body of the City a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the City as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the Governing Body of the City.

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MELODY HARTSGROVE, RMC, CITY CLERK

XIV. TERM OF PLAN.

This Plan shall be in effect until December 31, 2021. Attached to this Plan is a resolution of the Governing Body of the City approving this Plan for such period of time. The Plan may be amended from time to time by resolution of the governing body. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendment to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-15

Yvonne Adams Appointment of Recycling Coordinator for the Year 2022



RESOLUTION NO. 2022-15

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTMENT OF RECYCLING COORDINATOR FOR THE YEAR 2022

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Asbury Park hereby appoint Yvonne Adams as the Recycling Coordinator for 2022.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-15 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-16

Sewer Credit for Accounts with a Deduct Meter.

**RESOLUTION NO. 2022-16**

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION TO CREDIT SEWER ACCOUNT FOR DEDUCT METER

WHEREAS, properties in The City of Asbury Park have deduct meters used for irrigation credits and are not connected to a sewer line; and

WHEREAS, it was made certain that New Jersey American Water Company bills for water consumption; and

WHEREAS, it has been determined by the City of Asbury Park Sewer Department that the Tax Collector should issue a sewer credit on accounts with a deduct meter; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit each sewer account with a deduct meter reading for 2022.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-16 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-17

Resolution Fixing the Rate of Interest to Be Charged on Delinquent Taxes, Assessments and
Sewer Accounts For 2022



RESOLUTION NO. 2022-17

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION FIXING THE RATE OF INTEREST TO BE CHARGED ON DELINQUENT TAXES, ASSESSMENTS AND SEWER ACCOUNTS FOR 2022

WHEREAS, N.J.S.A. 54:4-67 permits the Governing Body of each Municipality to fix the rate of interest to be charged for nonpayment of taxes or assessments subject to any abatement or discount for the late payment of taxes provided by law; and

WHEREAS, N.J.S.A. 54:4-67 has been amended to permit the fixing of said rate of 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00; and

WHEREAS, N.J.S.A. 54:4-67 has been amended to allow for an additional penalty of 6% to be collected against delinquency in excess of \$10,000.00 on properties that fail to pay the delinquency prior to the end of the calendar year; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, as follows:

1. The Tax Collector is hereby authorized and directed to charge 8% per annum on the first \$1,500.00 of taxes becoming delinquent after due date, and 18% per annum on any amount of taxes in excess of \$1,500.00 becoming delinquent after due date, and if delinquency in excess of \$10,000.00 remains in arrears beyond December 31st, a penalty of 6% of the amount of the delinquency shall be charged.
2. Effective January 1, 2022, no interest shall be charged if payment on any installment is made within ten (10) calendar days following the date upon which the installment became due.
3. Any payments not made in accordance with Paragraph Two of this Resolution shall be charged the interest from the due date.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided by the City Clerk to the Tax Collector, City Attorney, Chief Financial Officer and the City Auditor for the City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-17 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-18

Resolution Setting Fees for Tax Collection Department for 2022



RESOLUTION NO. 2022-18

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION SETTING FEES FOR TAX COLLECTION DEPARTMENT FOR 2022

Whereas, Title 54 of the New Jersey Revised Statutes authorizes municipalities to charge certain fees for various services provided by the Tax Collector; and

Whereas, the City of Asbury Park currently charges fees for other City services; and

Whereas, the City Council believes it is in the best interest of the City to review and update said fees on a regular basis.

Now, therefore, be it resolved, by the City Council of the City of Asbury Park, County of Monmouth, State of New Jersey, the City of Asbury Park will charge fees for the below services.

Redemption of certificate.

In accordance with N.J.S.A. 54:5-54, the Tax Collector shall provide to any party entitled to redeem a certificate pursuant to this section (N.J.S.A. 54:5-54) two calculations of the amount required for redemption within a calendar year at no cost. For each subsequent calculation requested from the Tax Collector, there shall be a \$50 fee. A request for a redemption calculation shall be made in writing to the Tax Collector.

Redemption of tax lien.

In accordance with N.J.S.A. 54:5-97.1, the Tax Collector may charge a lienholder of a tax lien \$50 for the calculation of the amount due to redeem the tax lien as required pursuant to N.J.S.A. 54:5-97.1. Any request for a redemption calculation shall specify the dates to be used for calculation, which shall be the date of the notice. Neither the Tax Collection nor the municipality shall be liable for an incorrect calculation. The fee paid to the municipality shall not become part of the lien and shall not be passed on to any party entitled to redeem pursuant to N.J.S.A. 54:5-54.

Service charge for insufficient funds.

In accordance with N.J.S.A. 40:5-18, the service charge for a payment returned for insufficient funds shall be \$20 per payment. Any service charge authorized by this section shall be collected in the same manner prescribed by law for the collection of the account for which the payment was tendered. In addition, the governing body may require future payments to be tendered in cash or by certified or cashier's check.

Duplicate tax bill.

In accordance with N.J.S.A. 54:4-64(d), the Tax Collector is hereby authorized to charge the following fees for the preparation of duplicate tax bills:

A. \$5 for the first duplicate copy.

B. \$25 for each subsequent duplicate copy requested in the same fiscal year.

Tax search certificate.

In accordance with N.J.S.A. 54:5-14, the Tax Collector is hereby authorized to charge a fee of \$10 for each official municipal tax search certificate issued. Pursuant to N.J.S.A. 54:5-15, the Tax Collector is further authorized to charge a fee of \$2 per calendar year for the continuation of an official municipal tax search.

Duplicate tax sale certificate.

In accordance with N.J.S.A. 54:5-52.1, the Tax Collector is hereby authorized to charge a fee of \$100 for the preparation of a duplicate tax sale certificate. This fee shall be collected upon the receipt of a written request for a duplicate certificate from the legal lienholder or their representative and must be approved by the Mayor and Council, by resolution, before a duplicate certificate can be created.

Certificate of redemption.

In accordance with N.J.S.A. 54:5-97.1, the Tax Collector is hereby authorized to charge a fee of \$35 to prepare and execute a certificate of redemption of tax sale. This fee shall be collected upon the receipt of a written request from the property owner or their authorized agent.

Mailing of tax sale notices in lieu of advertising.

The Tax Collector is hereby authorized to send, by regular mail, two notices in lieu of any two tax sale publications to the property owner of record and to any person or entity entitled to notice pursuant to N.J.S.A. 54:5-104.48 for a fee of \$25 per notice. The total cost to be charged and collected shall not exceed \$50 per property tax sale.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-18 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-19

Approving and Adopting a Form Required to be used for Filing a Tort Claim



RESOLUTION NO. 2022-19

**City of Asbury Park
County of Monmouth
State of New Jersey**

A RESOLUTION APPROVING AND ADOPTING A FORM REQUIRED TO BE UTILIZED FOR THE FILING OF TORT CLAIMS AGAINST THE CITY OF ASBURY PARK IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY TORT CLAIMS ACT

WHEREAS, the New Jersey Tort Claims Act, N.J.S.A. 59:8-6 provides that a public entity may adopt a form to be completed by claimants seeking to file a Notice of Tort Claim against the public entity; and

WHEREAS, the City of Asbury Park (the “City”) is a public entity covered by the provisions of the New Jersey Claims Act; and

WHEREAS, the City deems it advisable, necessary and in the public interest to adopt a Notice of Tort Claim form in the form attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the attached Notice of Claim form be and is hereby adopted as the official Notice of Tort Claim form for the City; and
2. That all persons making claims against the City, pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:8-1, *et seq.* be required to complete the form herein adopted as a condition with the notice requirements of the New Jersey Tort Claims Act.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Donna M. Vieiro, City Manager;
 - b. Michael J. Manzella, PP, AICP, Deputy City Manager;
 - c. Eric J. Nemeth, Esq., NJIIF;
 - d. Ezio I. Altamura, AAI, CIC, CWCP, NJWCP;
 - e. Justin Wilkinson, Account Manager, PMA; and
 - f. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-19 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-20

Resolution for Online Electronic Tax Sale



RESOLUTION NO. 2022-20

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING AN AGREEMENT FOR SERVICES CONTRACT WITH ROK INDUSTRIES, INC. D/B/A NJTAXLIENINVESTOR.COM, FOR INTERNET- BASED ELECTRONIC TAX SALE PROCESSING

WHEREAS, there exists a need for a vendor to administer tax lien services related to electronic tax sale pilot program for the City of Asbury Park's annual tax sale to be held in December of 2022; and

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), such services are considered "Professional Services" as within the scope of a licensed and regulated profession; and

WHEREAS, Pursuant to N.J.S.A. 54:5-19.1(c) ROK Industries, Inc. d/b/a NJTaxlieninvestor.com has qualified as an eligible vendor subject to the rules and regulations promulgated by the Director of Local Government Services; and

WHEREAS, funds are available for this purpose in the Tax Collectors Tax Sale Budget line item and certification of availability of funds shall be made by the Chief Financial Officer or her designee at such time as services are ordered or otherwise called for;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that a contract for professional services be and hereby is awarded to ROK Industries, Inc. d/b/a NJTaxlieninvestor.com 306 Harlingen Road, Belle Mead, NJ 08502, at a fee not to exceed \$15.00 per item listed, in accordance with their proposed contract; and that this resolution is expressly contingent upon the negotiation and execution of the necessary contract documents between ROK Industries, Inc. d/b/a NJTaxlieninvestor.com and the City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-20 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-21



RESOLUTION NO. 2022-21

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTMENT OF DEPUTY MAYOR

WHEREAS, pursuant to N.J.S.A. 40:69A-87, the Mayor shall preside at all meetings of the Municipal Council and have such other powers as specified therein; and

WHEREAS, the Municipal Council wishes to designate another member of the Council with the title of “Deputy Mayor” so that such Council Member may act as the “Mayor” in cases of the Mayor’s absence or disability, or otherwise in the event of the Mayor’s inability to act (per N.J.S.A. 40:69A-87); and

WHEREAS, the Council Member chosen herein shall serve as the “Deputy Mayor” until the time of the next Organization meeting of the Municipal Council, or until such other time as the Municipal Council shall determine by subsequent Resolution.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That Council Member Amy Quinn is hereby designated with the title of “Deputy Mayor” to act as the Mayor in cases of the Mayor’s absence or disability, or otherwise in the event of the Mayor’s inability to act (per N.J.S.A. 40:69A-87).
2. That this designation shall be effective until the time of the next Reorganization meeting of the Municipal Council, or until such other time as the Municipal Council shall determine by subsequent Resolution.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-21 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-22

To adopt a temporary budget for the payment of bills until the adoption of the regular budget.



RESOLUTION NO. 2022-22

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION PROVIDING FOR 2022 TEMPORARY BUDGET APPROPRIATIONS

WHEREAS, in the normal operations of the business of the City of Asbury Park, it will be necessary to make contracts, commitments, and payments prior to the adoption of the regular budget for the City of Asbury Park; and

WHEREAS, Revised Statutes 40A:4-19 of the State of New Jersey provide that the Governing Body of any municipality may make temporary appropriations to provide for any contracts, commitments or payments to be made between the beginning of the budget year and the adoption of the final budget; and

WHEREAS, the date of this resolution is within thirty (30) days of the month of January 2022; and

WHEREAS, the total amount of appropriations hereunder of \$15,219,604 for the General Fund, \$2,393,782 for the Sewer Utility Operating Fund, \$587,101 for the Beach Utility Operating Fund and \$482,784 for the Parking Utility Operating Fund for 2022, exclusive of any 2022 appropriations made for Debt Service, Capital Improvement Fund, and Public Assistance does not exceed 26.25% of the 2021 budget.

NOW, THEREFORE, BE IT RESOLVED that the following Temporary Budget for the City of Asbury Park for the year 2022 be adopted, and a certified copy of this resolution be forwarded to the City's Chief Financial Officer.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-22 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

CITY OF ASBURY PARK
2022 TEMPORARY BUDGET

CURRENT FUND

	Salaries & Wages	Other Expenses
IN CAP:		
General Administration	\$ 71,788.00	\$ 78,593.00
Mayor & Council	9,975.00	1,286.00
Central Functions		13,781.00
Clerk's Office	54,210.00	16,249.00
Director of Communications	24,692.00	7,303.00
Financial Administration	137,161.00	86,704.00
Audit		16,275.00
Tax Collector	62,051.00	13,781.00
Tax Assessor	23,276.00	30,240.00
Legal Services		72,713.00
Computerized Data Processing	30,643.00	47,906.00
Cable TV Advisory	6,825.00	7,059.00
Planning Department	65,068.00	22,496.00
Planning Board		5,250.00
Zoning Board		5,250.00
Engineering		43,313.00
Code Enforcement	85,601.00	2,888.00
Unemployment Insurance		45,938.00
Liability Insurance		363,563.00
Worker Compensation Insurance		429,440.00
Employee Group Insurance		1,312,500.00
Health Insurance Opt Out		18,375.00
Police	2,800,006.00	107,033.00
Fire Department	1,504,125.00	84,964.00
Municipal Prosecutor		16,275.00
Streets and Roads	410,813.00	191,356.00
Solid Waste	40,163.00	420,000.00
Buildings and Grounds	97,125.00	29,925.00
Social Services	34,913.00	25,373.00
Senior Citizens	45,150.00	11,813.00
Recreation Services	57,045.00	33,075.00
Municipal Court	71,400.00	16,251.00
Public Defender		10,500.00
Uniform Construction Code	152,513.00	3,360.00
Street Lighting		72,188.00
Telephone		38,063.00
Gasoline		59,063.00
Light, Heat and Power		76,125.00
Fire Hydrant Rent		55,125.00
Contr. Acc. Absences		105,000.00
Social Security		219,555.00
Public Employees Retirement System		275,258.00
Police & Firemens Retirement System		1,200,877.00
DCRP		2,363.00
Total Inside CAPS	5,784,543.00	5,694,445.00

Attachment: 2022 TEMP RESO BACKUP (2022-22 : Temporary Budget - Reorg)

CITY OF ASBURY PARK
2022 TEMPORARY BUDGET

CURRENT FUND

	Salaries & Wages	Other Expenses
O/S CAP:		
Library		177,874.00
Monmouth County 911 and Dispatch Services		673,827.00
BPP		17,639.00
Senior Center Grant		32,320.00
Mental Health Grant		114,972.00
SRO		
	<u>-</u>	<u>1,016,632.00</u>
Debt Service:		
Bond Principal		1,775,580.00
Bond Interest		827,900.00
Note Interest		28,572.00
Green Acres Loan		91,932.00
		<u>2,723,984.00</u>
Total O/S CAP	<u>-</u>	<u>3,740,616.00</u>
	<u>5,784,543.00</u>	<u>9,435,061.00</u>
TOTAL CURRENT FUND BUDGET	<u>\$ 15,219,604.00</u>	

Attachment: 2022 TEMP RESO BACKUP (2022-22 : Temporary Budget - Reorg)

SEWER UTILITY OPEARTING FUND

Salaries and Wages	\$	157,500.00
Other Expenses		324,713.00
NJEIT-DEP and Admin Fee		5,250.00
Social Security		14,831.00
Bond Principal		1,557,802.00
Bond Interest		307,619.00
Interest on Notes		26,067.00
TOTAL SEWER OPERATING BUDGET	\$	<u>2,393,782.00</u>

BEACH UTILITY OPEARTING FUND

Salaries and Wages	\$	361,988.00
Other Expenses		116,550.00
Social Security		22,313.00
Unemployment Compensation		26,250.00
Interest on Notes		7,500.00
Boardwalk Replacement		52,500.00
TOTAL BEACH UTILITY BUDGET	\$	<u>587,101.00</u>

TRANSPORTATION UTILITY OPEARTING FUND

Salaries and Wages	\$	216,825.00
Other Expenses		184,209.00
Social Security		5,250.00
Interest on Notes		76,500.00
TOTAL PARKING UTILITY BUDGET	\$	<u>482,784.00</u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-23

Appointing Frederick C. Raffetto, Esq., to Serve as Municipal Attorney for the City.2022



RESOLUTION NO. 2022-23

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING FREDERICK C. RAFFETTO, ESQ., TO SERVE AS MUNICIPAL ATTORNEY FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) must appoint a licensed attorney to serve as the “Municipal Attorney” (a/k/a, the “City Attorney”) for the City for the year 2022; and

WHEREAS, the Municipal Attorney shall handle the general legal matters of the City during the term of his appointment, and perform such other legal matters (collectively, the “services”) as may be directed from time to time per the direction of the City Manager; and

WHEREAS, the Mayor and Council have determined to appoint Frederick C. Raffetto, Esq. (the “Attorney”), of the firm of Ansell Grimm & Aaron, P.C., as the Municipal Attorney for the City for 2022; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, because the services will be performed by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the firm of Ansel, Grimm & Aaron, P.C., has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure Form, which certifies they have not made any reportable contributions to a political or candidate committee in the City of Asbury Park in the previous one year and that the contract will prohibit the Professional from making any reportable contributions through the term of the contract; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;

and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. Frederick C. Raffetto, Esq., of the firm of Ansell Grimm & Aaron, P.C., is hereby appointed to serve as the “Municipal Attorney” (a/k/a, the “City Attorney”) for the City for the calendar year 2022.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and Frederick C. Raffetto, Esq., for the year 2022.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.*
5. Legal services rendered to the City of Asbury Park by Frederick C. Raffetto, Esq., or any other attorney of the law firm Ansell, Grimm & Aaron, P.C. at a rate of \$175.00 per hour and as referenced in the attached proposal.
6. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. The Business Entity Disclosure Certification, Political Contribution Disclosure Form, Business Registration Certificate, the Determination of Value and the proposal of the Professional are on file and available for public inspection at the office of the Municipal Clerk.
8. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. Michael J. Manzella, Deputy City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Tracy Lizardi, Director of Purchasing, Assistant CFO
 - e. Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-23 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

AGREEMENT, made this ____ day of January, 2022, by and between

THE CITY OF ASBURY PARK
a Municipal Corporation of the State of New Jersey
 One Municipal Plaza
 Asbury Park, New Jersey 07712
 (hereinafter "City");

AND

FREDERICK C. RAFFETTO, ESQ.
 Ansell Grimm & Aaron, P.C.
 1500 Lawrence Avenue
 CN 7807
 Ocean, New Jersey 07712
 (hereinafter "Attorney")

W I T N E S S E T H:

WHEREAS, the City requires professional legal services to be performed during the calendar year 2021 by an individual designated to serve as the Municipal Attorney (also known as the "City Attorney"), who shall handle the legal affairs of the City; and

WHEREAS, the City adopted a Resolution authorizing the award of a professional services contract for the aforesaid services to the Attorney without competitive bidding pursuant to a restricted (or "non-fair and open") process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* and the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City and the Attorney wish to set forth their respective rights and responsibilities in the within Agreement.

NOW, THEREFORE, IT IS AGREED, as follows:

1. The City hereby appoints and employs the Attorney to represent, appear and act for the City in the capacity of Municipal Attorney in accordance with the statutes and ordinances

pertaining thereto and to perform such other legal activities as may be directed from time to time by the Mayor and City Council, subject to the terms and conditions contained herein.

2. The Attorney hereby accepts this appointment and agrees to serve as the Municipal Attorney, for the term set forth herein, in accordance with the terms and conditions contained in this Agreement.

3. The City hereby agrees to pay the Attorney for the services performed by him or other representatives of his firm as follows:

(a) Attendance at Council Meetings - The Attorney shall be paid an annual retainer (non-pensionable) in the amount of \$12,000.00, billable at \$1,000.00 per month by the Attorney's law firm, which retainer shall cover attendance by the Attorney or by a qualified licensed substitute at all Council meetings (including all monthly regular meetings and workshop meetings, as well as any special or emergency meetings, called by the governing body of the City) for the duration of this Agreement.

(b) Other Services - Professional services of the Attorney and Attorney's law firm, or in the Attorney's absence the services of a qualified licensed substitute, shall be rendered on a part-time basis which services shall include, but not necessarily be limited to, research, telephone conferences and advice, court and administrative appearances, preparation of resolutions, ordinances and any other legal documents as may be required by the Municipality, as well as representing the City in litigation matters involving the City and/or City officials, and all other services as may be requested by the governing body, the City Manager, or other officials of the City.

Said services shall be chargeable at the following rates:

- i. Legal services rendered to the City by Frederick C. Raffetto, Esq. or any other attorney of the law firm of Ansell Grimm & Aaron, P.C. - \$175.00 per hour.
- ii. Legal services rendered to the City by a research assistant, law clerk, or paralegal - \$90.00 per hour.
- iii. Legal services rendered to the Municipality by Frederick C. Raffetto, Esq., or any other attorney of the firm of Ansell Grimm & Aaron, regarding redevelopment matters for which escrow funds are posted by a private developer or other party - \$195.00 per hour.

4. The Attorney may assign certain appearances and/or projects to other attorneys in his office who are members of the legal profession and licensed as Attorneys-at-Law by the State of New Jersey, and/or to paralegals/law clerks, compensation for whose services shall be paid in accordance with paragraph 3 above. The Attorney shall be responsible for supervising and directing the work of such other individuals and for making periodic progress reports to the Mayor and City Council as to the status of such matters.

5. The City shall reimburse the Attorney for all out-of-pocket costs and expenses advanced by the Attorney or the Attorney's law firm, including but not limited to Court costs, excessive copying or printing costs, excessive postage costs, messenger fees, filing fees, transcript costs, Westlaw or other computerized legal research charges, and for all other similar costs and expenses.

6. The fees and costs paid to the Attorney shall not exceed the amount budgeted for such purposes in budgets heretofore or hereafter adopted in the City of Asbury Park.

7. The Attorney shall bill the City monthly for all legal services rendered on vouchers as required by the City. The City agrees to process and pay said vouchers when audited and found correct. Payment will be made within thirty (30) days of the submission of an audited and approved voucher.

8. The Attorney is aware that the City has enacted Section 2-76 of the Asbury Park City Code, which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations, to any City of Asbury Park candidate or holder of the public office within the City having ultimate responsibility for the award of their contracts, or to any City of Asbury Park or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Asbury Park municipal candidates or municipal officeholders. The parties hereby recognize that the Attorney is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Attorney to violate the requirements of Section 2-76 of the City Code during the term of this Agreement.

9. Statutorily Required Affirmative Action Clause:

During the term of this Agreement, the City and the Attorney hereby incorporate into this Agreement the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C.127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in Exhibit "A" attached. The Attorney shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit "B." Both Exhibits are incorporated herein by reference. The Attorney shall submit a copy of the Certificate of Employee Information

Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement.

10. The Attorney shall also execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Exhibit C, which shall be incorporated herein by reference.

11. Political Contribution Disclosure: The within Agreement has been awarded to the Attorney based upon the merits and abilities of the Attorney to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Attorney, his Law Firm, his Law Firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his Law Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Attorney's eligibility to perform this Agreement, nor will the Attorney or his Law Firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

12. Subject to the provisions of Paragraph 13 below, this Agreement shall expire on December 31, 2022

, or until the appointment and qualification of a successor to the Attorney.

13. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice.

14. If applicable, this Agreement is subject to the review and approval of the New Jersey Division of Local Government Services (the "Division"), in accordance with the Memorandum of Understanding executed by the Division and the City regarding the provision of State funding to the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF ASBURY PARK

BY: _____
MAYOR JOHN B. MOOR

ATTEST CLERK/WITNESS

By: _____
MELODY HARTSGROVE,
CITY CLERK

ANSELL GRIMM & AARON, P.C.

BY:  _____
FREDERICK C. RAFFETTO, ESQ.
Attorney/Partner

Attachment: Frederick Raffetto- Municipal Attorney (2022-23 : Appointment of City Attorney)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-24

Reappointment of CFO JoAnn Boos with tenure.



RESOLUTION NO. 2022-24

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION OF REAPPOINTMENT OF JOANN BOOS TO THE POSITION OF CHIEF FINANCIAL OFFICER WITH TENURE

WHEREAS, JoAnn Boos was duly appointed and confirmed to the position of Chief Financial Officer on July 1, 2016, filling an unexpired term; and

WHEREAS, JoAnn Boos is a certified Chief Financial Officer and has satisfied the continuing education requirements for said certification; and

WHEREAS, the City Council is desirous of reappointing JoAnn Boos as Chief Financial Officer for the City of Asbury Park and shall become eligible to receive tenure January 1, 2022.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, County of Monmouth, State of New Jersey as follows:

1. JoAnn Boos is hereby reappointed to the position of Chief Financial Officer of the City of Asbury Park has become eligible to receive tenure.
2. A certified copy shall be provided to:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, Chief Financial Officer
 - d. Mary Kay Callahan, Personnel Officer
 - e. Director of the NJ Division of Local Government Services

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-24 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-25

Appointing PFK O'Connor Davies to Serve as Auditor for the City.



RESOLUTION NO. 2022-25

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING PFK O'CONNOR DAVIES TO SERVE AS AUDITOR FOR THE CITY AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) must appoint a licensed auditor to handle general auditing responsibilities (the “services”) for the City during the year 2022; and

WHEREAS, on October 29, 2020, a formal “Request for Qualification” (the (“RFQ”) was issued by the City pursuant to the “Fair and Open” process described in N.J.S.A. 19:44A-20.4, et. Seq., seeking interested firms to provide professional auditing services for the City; and

WHEREAS, the Mayor and Council have determined to appoint the firm of PFK O'Connor Davies to serve as the licensed auditor and perform general auditing responsibilities for the City for calendar year 2022; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the City Auditors services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firm of PFK O'Connor Davies is hereby appointed to serve as the Auditor for the City for the calendar year 2022.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and PFK O'Connor Davies for the aforementioned services, for the calendar year 2022, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. PFK O'Connor Davies shall be paid an amount not to exceed \$60,000.00 for the services enumerated herein.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. PFK O'Connor Davies
 - b. Donna M. Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-25 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



December 8, 2021

Ms. Donna Vieiro, City Manager
City of Asbury Park
City Hall
One Municipal Plaza
Asbury Park, NJ 07712

Dear Ms. Vieiro:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the City of Asbury Park (the "City") for the period ending December 31, 2021.

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards ("Uniform Guidance") is required. Consequently this letter includes the words "if applicable" next to relevant single audit communication requirements.

Audit Objective

We will audit the regulatory basis financial statements of the various funds and account group of the City as of December 31, 2021 and 2020, the related statements of revenues, expenditures and changes in fund balances for the years ending December 31, 2021 and 2020, statement of fund balance, statements of revenues, statements of expenditures and related notes to the financial statements and issue our report by the statutory deadline.

We have also been engaged to report on supplementary information required by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division"), Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements for Federal Awards* (if applicable) and by New Jersey OMB Circular 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* (if applicable) that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Analysis by fund:
 - a) Current Fund
 - b) Trust Fund
 - c) General Capital Fund
 - d) Sewer Utility Fund
 - e) Transportation Utility Fund
 - f) Beach Utility Fund
 - g) General Fixed Assets Account Group

PKF O'CONNOR DAVIES, LLP
20 Commerce Drive, Suite 301, Cranford, NJ 07016 | Tel: 908.272.6200 | Fax: 908.272.2416 | www.pkfod.com

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

- 2) Supplementary exhibits
 - a) Supplementary Data
 - b) Officials in Office and Report on Surety Bonds as of December 31, 2021
 - c) Comments and Recommendations
- 3) Schedule of expenditures of federal and state awards (if applicable)
- 4) Schedule of findings and questioned costs and prior year audit findings (if applicable)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud, error, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City; and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the regulatory basis as prescribed by the Division; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, GAGAS, the audit requirements prescribed by the Division, and Uniform Guidance (if applicable) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct the audit in accordance with US GAAS, GAGAS, the audit requirements prescribed by the Division, and Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, GAGAS, the audit requirements prescribed by the Division, and Uniform Guidance (if applicable), we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS, GAGAS, the audit requirements prescribed by the Division and Uniform Guidance (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also include, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement when required based on our professional judgement.

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Significant Risks identified prior to issuing engagement letter.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of internal controls
- Revenue Recognition

Audit Procedures – Internal Control

We will obtain an understanding of the government/City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements and the supplementary information, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to prevent and detect misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report.

Reporting

We will issue a written report(s) upon completion of our audit of the City's financial statements and written reports required with audits performed in accordance with GAGAS and the Uniform Guidance (if applicable). Our reports will be addressed to management and those charged with governance" of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by GAGAS (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the City's accounting policies and financial statements.

Other Services

We will also assist in preparing the financial statements of City in conformity with regulatory basis accounting principles as prescribed by the Division based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, including all disclosures, RSI and supplementary information, in conformity with regulatory basis accounting principles as prescribed by the Division.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements and supplementary information to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the preparation of the supplementary information in conformity with regulatory basis accounting principles as prescribed by the Division. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with the regulatory basis of accounting prescribed by the Division; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with the regulatory basis as prescribed by the Division; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee assistance with preparing the financial statements or other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions:

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The City is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

It is possible that all or a majority of the audit will be conducted remotely. Management is responsible for ensuring that all electronically provided documents and records are complete and accurate reproductions of the original documents and records. For any part of the engagement performed on premises, management is responsible for ensuring that all applicable safeguards are in place in accordance with Centers for Disease Control guidance and any state and local regulations and guidelines. PKF O'Connor Davies holds the right to not perform work onsite if we consider the onsite conditions unsafe for any reason. Management, in coordination with PKF O'Connor Davies, is responsible to arrange for alternative methods for audit procedures that must be performed on the City's or a third-party's premises.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with the regulatory basis as prescribed by the Division, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the City's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the City and can be reproduced and distributed as management desires. However, you must notify us in advance and obtain our approval if you intend to make reference to our firm in a document that includes our auditors' report on the financial statements. Because our engagement does not contemplate the foregoing, there may be an additional fee in connection with our review of any such documents. In the event our auditor/client relationship has been terminated when the City seeks such consent, we will be under no obligation to grant such consent or approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the City is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Non-reliance on oral advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with City personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.
- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Board of Accountancy. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

Our fee for these services will be \$60,000.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Liability

Any and all claims by the City arising under this engagement must be commenced by the City within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the City is informed of the engagement's termination in the event our report is not delivered, for any reason.

You agree to indemnify our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the City by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the City against the firm. This indemnification will survive termination of this engagement.

Dispute resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the City or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Hosting services

In order to maintain our independence in accordance with the AICPA's Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

Employment of firm partner or professional employee

The City acknowledges that hiring current or former PKF O'Connor Davies personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to entering into any employment discussions, with such known individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

Political Contribution Disclosure

The agreement with the City has been awarded to the Firm based upon the merits and abilities of the Firm to provide the services of the municipal auditor. This agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the Firm and its partners have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the agreement that would, pursuant to P.L. 2004, c. 19, affect the Firm's eligibility to perform the audit, nor will the Firm or its partners make a reportable contribution during the term of the within agreement to any political party committee in the city of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the agreement is awarded.

Confirmation and other

David J. Gannon is the engagement partner and are responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately April 11th 2022.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for December 31, 2021 ends on delivery of our audit report covering that period. Requests for services other than those included in this engagement letter will be agreed upon separately.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

Enc.

Attachment: 2021 Audit Engagement Letter (2022-25 : Auditor Appointment 2022)

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

City of Asbury Park

BY: _____

TITLE: _____

DATE: _____

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

June 16, 2020

To the Partners of PKF O'Connor Davies, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits of broker-dealers, and examinations of service organizations SOC 1 and SOC 2 engagements.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. PKF O'Connor Davies, LLP has received a peer review rating of *pass*.



DAVIE KAPLAN, CPA, P.C.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-26

Appointment of T&M for municipal engineer



RESOLUTION NO. 2022-26

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING T & M ASSOCIATES TO SERVE AS MUNICIPAL ENGINEER FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) must appoint a licensed Engineering Firm to serve as the “Municipal Engineer” (a/k/a, the “City Engineer”) for the City for the year 2022; and

WHEREAS, the Mayor and Council have determined to appoint Francis W. Mullan, of T&M Associates, as the Municipal Engineer for the City for 2022; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., because the services will be performed by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

WHEREAS, the firm of T&M Associates., has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure Form, which certifies they have not made any reportable contributions to a political or candidate committee in the City of Asbury Park in the previous one year and that the contract will prohibit the Professional from making any reportable contributions through the term of the contract; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play

Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. Francis W. Mullan, of the T & M Associates firm, is hereby appointed to serve as the “Municipal Engineer” (a/k/a, the “City Engineer”) for the City for the year 2022.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and T&M Associates., for the year 2022.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Francis W. Mullan, P.E. C.M.E., of T&M Associates., shall be paid an hourly fee of \$75.00-\$163.00 as per 2022 rate schedule for services herein enumerated.
6. The Business Entity Disclosure Certification, Political Contribution Disclosure Form, Business Registration Certificate, the Determination of Value and the proposal of the Professional are on file and available for public inspection at the office of the Municipal Clerk.
7. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
8. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, CMFO, Chief Financial Officer
 - c. Director of the N.J. Division of Local Government Services
 - d. Francis W. Mullan, P.E. CME, T&M Associates

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-26 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

TO SERVE AS

CITY ENGINEER

FOR

THE CITY OF ASBURY PARK

MONMOUTH COUNTY, NEW JERSEY

THIS AGREEMENT is made as of this date, January 1, 2022 by and between

THE CITY OF ASBURY PARK

One Municipal Plaza
Asbury Park, NJ 07712

(Hereinafter referred to as the "CLIENT")

AND

T&M ASSOCIATES

Eleven Tindall Road
Middletown, NJ 07748

(Hereinafter referred to as the "ENGINEER")

WHEREAS, the CLIENT desires to engage the ENGINEER to serve as the **CITY ENGINEER** for the purpose of rendering professional services upon the request of the CLIENT; and

WHEREAS, ENGINEER has submitted a proposal as part of this Agreement to serve as **CITY ENGINEER**, the terms and conditions of said proposal, including fees, are satisfactory to the CLIENT, and are set forth herein; and

WHEREAS, FRANCIS W. MULLAN, P.E., C.M.E., a current employee of T&M Associates, has been appointed as the **CITY ENGINEER** and shall be designated as the Engineer in Responsible Charge on behalf of the CLIENT; and

NOW, THEREFORE, the CLIENT and ENGINEER, in consideration of their mutual covenants and promises, agree as follows:

SECTION 1 – PERIOD OF SERVICE

This Agreement shall have an effective commencement date of **January 1, 2022** and shall terminate on **December 31, 2022**. Of the ENGINEER's services be required beyond that time, the ENGINEER and CLIENT shall agree on the terms of the extended period of service.

SECTION 2 – PROFESSIONAL SERVICES OF THE ENGINEER

The basic professional services provided by the ENGINEER upon the request of the CLIENT shall include services required of a Municipal Engineer by Statute and Ordinance and any other services requested and authorized by the CLIENT during the terms of the ENGINEER's appointment and may also include planning

Attachment: T & M - Municipal Engineer (2022-26 : Appointment of Municipal Engineer 2022)

studies, review of subdivision and site plan proposals and other services for those bodies of the Municipality. The ENGINEER shall provide services directed and authorized by the CLIENT, which may include, but are not limited to, the following:

2.1. GENERAL ENGINEERING CONSULTANT

- a. Serve as a general Engineering Consultant to the Municipal Governing Body and other Municipal officials, boards, commissions and bodies of the CLIENT;
- b. Attend meetings of the Municipal governing body and to provide general Engineering advice to the CLIENT as requested;
- c. Provide technical and engineering advice to the CLIENT'S various employees, agents, department units and committees;
- d. Furnish pertinent reports, counseling and advice to the CLIENT, as required;
- e. Perform such other duties and functions as may be requested by the CLIENT or any agent or employee of the CLIENT; and
- f. Attend meetings of the CLIENT, as directed.

2.2. CAPITAL IMPROVEMENT AND PUBLIC WORKS CONTRACTS

- a. Prepare, review, and approve construction plans and specifications for all capital improvement and public works contracts; provide construction observation during the construction phase of such contracts; and verify work completed to authorize progress payments for contracts; and
- b. Provide and maintain maps, plans, specifications, surveys and other records as may be needed for public work and facilities owned and operated by the CLIENT.

2.3. TAX MAP REVISION

When directed by the CLIENT, the ENGINEER shall provide services necessary to review property changes and transfers, determine their conformance with the tax map; and provide any necessary alterations of the tax map. The ENGINEER shall maintain, on a current basis, tax maps and the associated tax map records.

2.4. REVIEW OF SUBDIVISION AND SITE PLAN PROPOSALS

When directed by the CLIENT, the ENGINEER shall provide the services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding their conformance or nonconformance to applicable municipal ordinances, and/or to the general requirements of design practice.

2.5. CONSTRUCTION OBSERVATION SERVICES

- a. When directed by the CLIENT, the ENGINEER shall provide the services necessary to observe, assess conformity to approved plans and CLIENT ordinance requirements and report upon the installation of site plan improvements and subdivision improvements in connection with commercial and residential site developments.
- b. When the Engineer assists the CLIENT with respect to the design and inspection of capital improvements, construction, repair, alterations or demolition projects, the ENGINEER will observe the progress and quality of the executed work of contractor(s) and determine in general if such work is generally proceeding in accordance with the contract documents for the project. ENGINEER shall not be responsible for the means, methods, techniques, sequences

or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors. Contractor shall be solely responsible for site safety and the safety of all of contractor's employees or subcontractors. ENGINEER'S efforts will be directed toward providing a greater degree of confidence for the CLIENT that the completed work of contractors will conform to the contract documents. During such visits and on the basis of on-site observations, the ENGINEER shall keep the CLIENT informed of the progress of the work.

- c. When the Engineer assists the CLIENT with respect to the review and inspection of guaranteed or bonded improvements in accordance with N.J.S.A. §§40:55D-53 and 40:55D-53.2, the Engineer shall observe as a design professional the progress and quality of the executed work of the applicant's or developer's contractor(s) and determine in general if such work is proceeding in accordance with the approved plans and specifications for the project. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractors or the safety precautions and programs incident to the work of the contractors. Contractor shall be solely responsible for site safety and the safety of all of Contractor's employees or subcontractors. ENGINEER'S efforts will be directed toward providing a greater degree of confidence for the CLIENT that the completed work of contractors will conform to the local ordinances and the approved plans and specifications; however, it is the responsibility of the contractor to actually perform the work in accordance with the approved plans and specifications. During field visits and on the basis of on-site observations, the ENGINEER shall keep the CLIENT informed of the progress of the work, shall endeavor to guard the CLIENT against defects and deficiencies in such work and may disapprove or reject work failing to conform to the approved plans and specifications.

2.6. REVIEW AND DIRECTION CONCERNING PERMITS AND CERTIFICATES

When directed by the CLIENT, the ENGINEER shall provide the services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the ENGINEER shall provide technical advice to other municipal employees, officials and agents concerning their review of such documents.

2.7. PREPARATION OF REPORTS AND STUDIES

When directed by the CLIENT, the ENGINEER shall provide the services necessary to prepare and provide detailed reports as requested by the CLIENT regarding feasibility investigations, economic comparisons, land use, planning, community development proposals, public works projects and functions, planning and financing schedules, and preparation of reports and recommendations concerning other matters referred to the ENGINEER by the CLIENT.

2.8. JUDICIAL AND QUASI-JUDICIAL PROCEEDINGS

When directed by the CLIENT or when subpoenaed in connection with Municipal business to appear and testify at a deposition in judicial or quasi-judicial hearings, or to respond to an Open Public Records Act ("OPRA") request, the ENGINEER shall provide the services necessary to prepare for the deposition or hearing and shall provide testimony or project documents, as required.

2.9. MISCELLANEOUS SERVICES

The ENGINEER may provide professional Engineering services not otherwise classified herein when such services are requested by the CLIENT, including but not limited to surveys in connection with property acquisition; Engineering surveys; additional inspection or observation of projects; preparation of grant applications; environmental assessments; review of outside technical consultants; laboratory tests of materials, borings and other soils investigations; detailed layout of construction; or any other services requested by CLIENT.

SECTION 3 – ENGINEER’S RESPONSIBILITIES

The ENGINEER agrees to the following:

- a. Provide, with the usual thoroughness and competence of the engineering profession, the professional services noted and set forth in Section 2 – Professional Services of the Engineer;
- b. Perform all professional services under this Agreement with the care and skill ordinarily used by members of the engineering profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided;
- c. Obtain the services of sub-contractors or sub professionals as required and/or ordered by the CLIENT for the compensation provided herein; *and*
- d. In the event **FRANCIS W. MULLAN, P.E., C.M.E.** is not available to provide services or if the employee’s employment with T&M Associates terminates, then the ENGINEER shall designate another employee who is satisfactory to the CLIENT and who shall be in Responsible Charge for the remaining term of this Agreement.

SECTION 4 – CLIENT’S RESPONSIBILITIES

The CLIENT agrees to the following:

- a. Make such records and information available to the ENGINEER as may be required to assist him in the performance of his duties;
- b. Authorize and direct committees, employees, and agents of the CLIENT to consult with the ENGINEER at all reasonable times upon the request of the ENGINEER regarding the services performed as described in this Agreement;
- c. Submit to the ENGINEER all relevant applications, plans, and reports prepared by others within such time to allow the ENGINEER ample opportunity to properly review same, consult with respect thereto and to make any necessary reports to the CLIENT, without the ENGINEER causing a delay in the progress of the work; *and*
- d. Authorize the ENGINEER to undertake additional services related to special projects (“Additional Services”) if deemed necessary. Such authorization shall be memorialized in writing between the parties prior to commencement of said services. The ENGINEER shall be compensated for Additional Services in accordance with the negotiated fee agreed to between the CLIENT and the ENGINEER.

SECTION 5 – PAYMENT TO THE ENGINEER

- 5.1** For the services rendered by the ENGINEER under this Agreement, the CLIENT shall pay, and the ENGINEER shall receive the following described sums:
- 5.1.1 PROFESSIONAL SERVICES.** For all professional services provided pursuant to this Agreement, the ENGINEER shall be compensated in accordance with the **2022 SCHEDULE OF HOURLY BILLING RATES / EXPENSES**, attached hereto as Exhibit II.
- 5.1.2 ADDITIONAL SERVICES.** For any Additional Services performed under Section 4 of this Agreement, the ENGINEER shall be compensated in accordance with the negotiated fee as set forth in writing between the parties.
- 5.1.3 ATTENDANCE AT MEETINGS.** The ENGINEER, or his representative, shall attend scheduled workshop and public meetings of the CLIENT as requested. The ENGINEER shall be compensated for said meetings in accordance with the **2022 SCHEDULE OF HOURLY BILLING RATES / EXPENSES** attached hereto as Exhibit II.
- 5.1.4 ADDITIONAL EXPENSES.** Expenses for travel, postage, and telephone are specifically included in the hourly rates set forth in the **2022 SCHEDULE OF HOURLY BILLING RATES / EXPENSES** attached hereto as Exhibit II. All other expenses specifically related to the work performed under this Agreement shall be reimbursed to the ENGINEER.
- 5.2** Vouchers or invoices shall be issued monthly by ENGINEER for services performed. Such billings shall be due when rendered. In the event the CLIENT has a dispute with an invoice (*or any portion of an invoice*), the CLIENT shall nevertheless pay all undisputed invoices, or undisputed portions thereof, no later than sixty (60) days from the date of the invoice. CLIENT and ENGINEER agree to negotiate any and all disputes in good faith with an effort of resolving the dispute within sixty (60) days of the subject invoice date.
- 5.3** In the event the CLIENT requires the ENGINEER's services beyond the termination date specified in Section 1 – Period of Service, the ENGINEER's 2022 Schedule of Hourly Billing Rates / Expenses shall be subject to an equitable adjustment to reflect changes in the various elements that comprise the rates. All adjustments will be pursuant to an agreement reached between the CLIENT and the ENGINEER which such agreement shall be reduced to writing and deemed a modification of this Agreement.

SECTION 6 – STATUS OF ENGINEER

- 6.1** To the extent permitted by law, the ENGINEER, when engaged in the performance of duties and services set forth herein (*including specifically those services provided in Section 2 hereof*), shall, in the event of litigation, act as and have the status of an employee or an agent of the Municipality for the sole and limited purposes of Title 59 Immunity allowing ENGINEER to therefore be entitled to all immunities normally afforded to a municipal employee or agent under Title 59.
- 6.2** The CLIENT, subject to appropriation and availability of funds, authorizes the ENGINEER to secure any and all professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is expressly agreed and understood that services will be provided, and certain functions will be performed on behalf of the CLIENT, pursuant to the terms of

this proposal, by the ENGINEER's employees.

- 6.3** The professional, technical and non-technical staff referred to in SUBSECTION 6.2 hereof, when they are engaged on behalf of the CLIENT in the performance of Engineering duties and services referred to in SECTION 2 – PROFESSIONAL SERVICES OF THE ENGINEER hereof, shall be afforded Title 59 Immunity, to the extent permitted by law, as set forth in SUBSECTION 6.1 hereof.

SECTION 7 – INSURANCE AND INDEMNIFICATION

- 7.1** The ENGINEER shall secure and maintain Worker's Compensation Insurance (*as required by Law*) and General Liability Insurance to protect the ENGINEER and / or its employees and agents from claims for bodily injury, death or property damage which may arise from the performance of services pursuant to this Agreement. The limits of said Liability Insurance shall not be less than \$1,000,000 with a \$2,000,000 excess liability coverage. If requested, the ENGINEER shall provide Certificates of Insurance to the CLIENT prior to the performance of any services.

- 7.2** The ENGINEER shall also provide and maintain Professional Liability (*Errors and Omissions*) Insurance for claims which arise from any negligent performance of the ENGINEER pursuant to this agreement. The limits of the ENGINEER'S Professional Liability insurance shall not be less than \$2,000,000 per claim.

- 7.3** The CLIENT acknowledges that although the ENGINEER is to cooperate with and make recommendations to the CLIENT with respect to engineering matters related to the services provided by the ENGINEER, the final decisions are within the CLIENT's discretion and are to be made by the CLIENT.

The ENGINEER shall not be liable in any way for any decision of the CLIENT (*or consequences thereof*) which (i) are not in accordance with the recommendations of the ENGINEER, or (ii) are based on the acts or omissions of a contractor or other third party that is not a party to a written agreement with ENGINEER by which ENGINEER assumes responsibility for the contractor or third party, or (iii) are based on or related to any failure on the part of the CLIENT to accept or follow any recommendations of the ENGINEER. The CLIENT hereby releases the ENGINEER from any and all liability and waives any and all claims against the ENGINEER arising out of or relating to any such decisions or the consequences thereof, and agrees to indemnify, defend, and save harmless the ENGINEER against loss, liability, claim, damage, and expense, including any consequential damages or reasonable counsel fees, arising out of or relating to any such decisions or the consequences thereof.

- 7.4** The ENGINEER agrees subject to the provisions herein, to indemnify and hold the CLIENT harmless from any damage, liability or cost (*including reasonable attorneys' fees and costs of defense*) to the extent caused by the ENGINEER's negligent acts, errors or omissions (*and those of his or her contractors, subcontractors or consultants or anyone for whom the ENGINEER is legally liable*) in the performance of professional services under this Agreement.

The CLIENT agrees subject to the provisions herein, to indemnify and hold the ENGINEER harmless from any damage, liability or cost (*including reasonable attorneys' fees and costs of defense*) to the extent caused by the CLIENT's negligent acts, errors or omissions.

SECTION 8 – OWNERSHIP AND REUSE OF DOCUMENTS

- 8.1** All final plans and specifications ordered by the CLIENT and prepared by the ENGINEER shall become

the joint property of the CLIENT and the ENGINEER. At the completion of work or in the event of termination, all work sheets and internal office communications of the ENGINEER, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the ENGINEER, as instruments of service. The CLIENT, at its expense, may obtain extra prints of final drawings and specifications.

- 8.2** All documents including drawings and specifications prepared by the ENGINEER pursuant to this Agreement are instruments of service with respect to a specific project. They are not intended or represented to be suitable for reuse of the CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CLIENT'S sole risk, with no liability or exposure to the ENGINEER; and the CLIENT shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such unauthorized use. Any such verification or adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by the CLIENT and the ENGINEER.

SECTION 9 – MISCELLANEOUS

- 9.1 AFFIRMATIVE ACTION.** The ENGINEER and the CLIENT hereby incorporate by reference into this Agreement the mandatory Affirmative Action language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127 and N.J.S.A. 10:5-31, as amended and supplemented from time to time; and ENGINEER agrees to comply fully with the terms, provisions and conditions of Subsection 3.4(a), and Section 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations. The **AFFIRMATIVE ACTION LANGUAGE** set forth in Exhibit I is also made a part hereof.
- 9.2 AMERICANS WITH DISABILITIES ACT.** The ENGINEER and the CLIENT do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement.
- 9.3 FORCE MAJEURE.** The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's control including, but not limited to, strikes, lockouts, work slowdowns or stoppages, accidents, acts of nature, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or provide review comments promptly, or delays caused by the faulty performance of others.
- 9.4 MUTUAL WAIVER.** To the fullest extent permitted by law, the CLIENT and the ENGINEER waive against each other, and the other's employees, officers, directors, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes including, but not limited to, loss caused by delay, commercial loss, or lost profits or revenues or opportunities from any service provided by either Party.
- 9.5 GOVERNING LAW.** The laws of the State of New Jersey shall govern this Agreement.
- 9.6 SUCCESSORS AND ASSIGNS.** Each Party to this Agreement is hereby bound to the terms and conditions contained in this Agreement and the legal representatives, successors and assignees of

this Agreement, if any, shall also be bound to the terms and conditions contained herein.

- 9.7 SEVERABILITY.** Any provision of this Agreement held to be void and unenforceable under any law or regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon the parties to this Agreement.
- 9.8 ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the CLIENT and the ENGINEER relating to the subject matter hereof and no representations or agreements made by either party or by any representative of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party. No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification.
- 9.9 POLITICAL CONTRIBUTION DISCLOSURE.** The within Agreement has been awarded to the ENGINEER based upon the merits and abilities of the ENGINEER to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the ENGINEER, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-6, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the ENGINEER's eligibility to perform this Agreement, nor will the ENGINEER or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

IN WITNESS WHEREOF, the CLIENT and the ENGINEER have caused this Instrument to be executed in its respective name and behalf as of the day and year herein written.

WITNESS

By: _____
 [MUNICIPAL WITNESS]

By: _____
 John Moor
 Mayor, City of Asbury Park

Date: _____

WITNESS

By: _____
 [T&M WITNESS]

By: 
 Francis W. Mullan, P.E., C.M.E.
 Senior Vice President, Operations Manager

Date: _____

Attachment: T & M - Municipal Engineer (2022-26 : Appointment of Municipal Engineer 2022)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-27

City Engineer is Flood Plan manager



RESOLUTION NO. 2022-27

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION PURSUANT TO N.J.S.A. 40:48-1 AUTHORIZING THE CITY ENGINEER TO PERFORM SERVICES AS DESIGNEE TO THE CITY MANAGER FOR REVIEW OF DEVELOPMENT PERMITS IN ANY AREA OF SPECIAL FLOOD HAZARD

WHEREAS, the City of Asbury Park previously adopted Ordinance No.2915 § 24-4.1 which establishes statutory authorization and general provisions for construction and review of development permits in any area of special flood hazard; and

WHEREAS, Applications for a development within the special flood hazard area shall be made on forms furnished by the City Manager and shall include plans for any new or substantially improved structures; and

WHEREAS, Ordinance Ord. No. 2915 § 24-4.2 designated the City Manager as the Local Administrator and allowed for assignment of a Designee to assist with said reviews and implement the intent of reviews granting or denying development permit applications in accordance with the provisions established; and

WHEREAS, the duties of the Local Administrator are outlined within the Flood Damage Prevention Ordinance and shall thereby transfer to the Designee assigned to perform those duties; and

WHEREAS, the City desires to officially assign the City Engineer as a Designee to the Local Administrator and assist with review of development applications specifically in special flood hazard areas.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park in the County of Monmouth, and in the State of New Jersey that the City hereby assign the duties of the Local Administrator to the City Engineer as the official designee to assist with development reviews in special flood hazard areas and grants authority to the City Engineer as the Designee to grant or deny development applications in accordance with provisions set forth in the City Flood Damage and Prevention Ordinance § 24-4 et. Sec.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-27 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-28

Reappointment of Archer & Greiner, P.C. as Redevelopment Attorney for non-waterfront parcels for 2022



RESOLUTION NO. 2022-28

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING ARCHER & GREINER, P.C. TO SERVE AS REDEVELOPMENT COUNSEL AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) desires to appoint Redevelopment Counsel for 2022; and

WHEREAS, said attorney/law firm shall handle legal issues for the City which relate to redevelopment matters, as well as such other legal matters as may be referred to it from time to time by the City Manager and/or the Mayor and Council (collectively referenced as the “services”); and

WHEREAS, the Mayor and Council have determined to appoint the law firm of Archer & Greiner, P.C. to serve as the City’s “Redevelopment Counsel” for 2022; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., because the services will be performed by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

WHEREAS, the firm of Archer & Greiner, P.C., has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure Form, which certifies they have not made any reportable contributions to a political or candidate committee in the City of Asbury Park in the previous one year and that the contract will prohibit the Professional from making any reportable contributions through the term of the contract; and

WHEREAS, legal services shall not exceed \$200,000 for the calendar year; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the City's Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney's services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State's Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the City's Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The City Manager or Director of Planning and Redevelopment are authorized to determine assignments as required.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement to be drafted by the City Attorney for professional services for calendar year 2022.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, "non-fair and open") process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Archer & Greiner, P.C., shall be paid a fee not to exceed \$200,000 for services herein enumerated.
6. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna M. Vieiro, City Manager
 - b. JoAnn Boos, CFO, Chief Financial Officer
 - c. Director of the N.J. Division of Local Government Services
 - d. Frederick C. Raffetto, Esq., Municipal Attorney
 - e. John M. Cantalupo, Esq., Redevelopment Counsel

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of

RESOLUTION NO. 2022-28 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE CITY OF ASBURY PARK
AND
ARCHER & GREINER, PC
REDEVELOPMENT COUNSEL

THIS AGREEMENT, made this ___ day of _____, 2022 by and between the **CITY OF ASBURY PARK (“City”)**, a public body (which, together with any successor public body or officer hereinafter designated by or pursuant to law), whose address is One Municipal Plaza, Asbury Park, New Jersey 07712 and **ARCHER & GREINER, PC (“Counsel”)**, whose principal address is 10 Highway 35, Red Bank, New Jersey 07701; and

WHEREAS, the City of Asbury Park requires the service of a Law Firm as Redevelopment Counsel; and

WHEREAS, the Law Firm of Archer & Greiner, PC, is recognized as having substantial experience in the field of redevelopment law and commercial real estate projects; and

WHEREAS Archer & Greiner, PC responded to a Request for Qualifications (“RFQ”) published by the City in 2019, and were subsequently qualified to provide Redevelopment Counsel Services at a City Council Meeting in accordance with N.J.S.A. 40A:20.4 et seq. (Pay to Play Law). The City desires to renew the 2019 Professional Services Agreement and the DLGS has provided its consent to permit the City to appoint and retain Archer & Greiner PC for 2022 without undertaking a new “fair and open” process so long as Archer & Greiner PC is not increasing its rates over the 2019 levels; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree to the following:

1. Legal Services to be Provided.

(a) Counsel will perform any and all legal services and represent the City, in any and all redevelopment matters and/or projects which are assigned to it by the City Executive and Mayor, they shall include, but are not limited to, negotiations, meetings, conferences, drafting

of redevelopment agreements and any other documents or agreements which may be related to the project.

(b) In addition, Counsel shall be responsible as required, for the preparation of all pleadings and commencement of any eminent domain/condemnation action to which it is assigned by the City Executive and Mayor. This shall include, but not be limited to, the preparation of the Declaration of Taking, all pleadings, negotiations, trials and appeals in connection with the City's eminent domain powers as it is utilized in each specific project for which Counsel has been assigned.

The legal work includes but is not limited to, all necessary research, investigation, correspondence, preparation and drafting of all legal documents, conferences in person and by telephone with the City and others.

2. Contract Term.

Representation as Redevelopment Counsel to the City shall commence January 1, 2022 and terminate, unless extended by the parties, on December 31, 2022.

3. Legal Fees.

For the City's governmental (municipal) work hourly rate, a blended \$175 hourly rate for all attorneys and \$95 hourly rate for paralegal time will be assigned. Should the City require services where the fees are being paid by a private redeveloper (presumably through an escrow account) and not the City, the blended hourly rate for such escrow work will increase to \$325 per hour.

Counsel has also agreed to a ceiling on the initial legal services necessary to get "caught-up" on all legal matters currently being handled by the City's current redevelopment attorney. This ceiling would be set once Counsel has the opportunity to discuss all pending matters with the City and will negotiate a reasonable ceiling for fees.

Archer & Greiner would not bill the City separately for the following charges:

- Routine long-distance telephone charges;

- Routine postage; and
- Secretarial, data processing and word processing services.

All charges and expenses incurred to third-party vendors as part of our representation of the City would be charged at cost without any mark-up, including:

- Outside printing and duplicating by third-party vendors;
- Federal Express and similar overnight delivery service;
- Outside courier services;
- Travel and mileage expenses;
- Filing fees, court reporter fees and court costs; and
- Expert, appraiser, litigation support and other similar fees and charges, which will be incurred only with the College's approval in advance.

The fees and payments associated with this Agreement shall not exceed \$200,000.

4. Employment of Other Counsel.

Counsel will not employ or otherwise incur any obligation to any other counsel from outside its Law Firm for services in connection with the Agreement without prior written approval of the City. In addition, the City agrees, that any and all redevelopment project/files currently in the possession of the Counsel, shall remain with Counsel, subject to City approval, until conclusion of the project or conclusion of Counsel's representation of the City therein.

5. Special Issues.

Counsel shall provide to the City, without charge, unlimited telephone access between City Executive and Counsel. Furthermore, if, at any given time, City Executive requires Counsel to attend a public, monthly or other meeting in which the redeveloper is not responsible for the payment of Counsel's fees, Counsel shall not charge the City for attendance at such meeting.

6. Termination of Agreement.

This Agreement and all legal services to be rendered hereunder may be terminated by written notice from either party. In such event, all finished and unfinished documents,

notes, memoranda, pleadings, exhibits, project data, reports and evidence shall, at the option of the City, become its property and shall be delivered to it or to any party it may designate. In the event of such termination, Counsel shall be paid for all work performed to that date.

7. Interest of Members of The City.

No member of the governing body of the City and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which any litigation pertains, shall have any personal interest, direct or indirect, in this Agreement.

8. Interest of Other Local Public Officials.

No member of the governing body of the locality in which this project is situated, and no other public official of such locality, who exercises any function or responsibilities in the review or approval of the carrying out of the project to which litigation pertains, shall have any personal interest, direct or indirect, in this Agreement.

9. Interest of Certain Federal Officials.

No member of or delegate to the Congress of the United States, and no Resident Federal Commissioners, shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

10. Political Contribution Disclosure.

The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect

the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

11. Execution of Agreement.

The execution of this Agreement has been properly authorized by Resolution of its City Council dated _____, 2022.

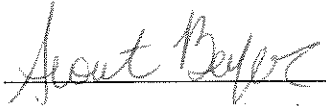
12. Indemnification.

To ensure that Counsel may properly perform its duties without the threat of lawsuits and except for any claim of legal malpractice, fraud or misrepresentation brought against Counsel, the City agrees to release, defend, hold harmless and indemnify Counsel, its officers, employees, agents or representatives for any and all causes of action, charges, complaints, claims, judgments, damages, liabilities, obligations, promises, agreements, rights, costs, losses, debts and expenses of any nature whatsoever, including but not limited to counsel fees, for any lawsuit filed against Counsel, its officers, employees, agents or representatives, based upon a cause of action which arose or shall arise out of Counsel's representation of the City during the terms of both the within contract.

This Agreement is subject to Local Public Contracts Law N.J.S.A. 40A:11-1 et seq.

IN WITNESS WHEREOF, the City and Counsel have executed this Agreement at of the date first above written.

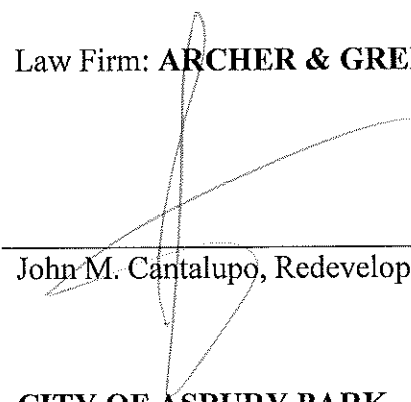
Witness:



SCOUT REAGAN LAURA BEYER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 14, 2021

Witness:

Law Firm: **ARCHER & GREINER, PC**



John M. Cantalupo, Redevelopment Counsel

CITY OF ASBURY PARK

Donna Vieiro, City Manager



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-29

Reappointment of Law Firm Archer & Greiner as City Bond Counsel for 2022



RESOLUTION NO. 2022-29

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING ARCHER & GREINER, P.C. TO SERVE AS BOND COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) must appoint a licensed attorney/law firm to serve as “Bond Counsel” for the City for the year 2022; and

WHEREAS, during the term of its appointment, said attorney/law firm shall handle legal issues for the City which relate to the issuance of bonds and bond anticipation notes, and perform such other legal matters as may be referred to it from time to time by the City Manager, the Chief Financial Officer and/or the Mayor and Council (collectively, the “services”); and

WHEREAS, the Mayor and Council have determined to appoint Archer & Greiner, P.C. to serve as the Bond Counsel for the City for 2022; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, because the services will be performed by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the firm of Archer & Greiner, P.C., has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure Form, which certifies they have not made any reportable contributions to a political or candidate committee in the City of Asbury Park in the previous one year and that the contract will prohibit the Professional from making any reportable contributions through the term of the contract; and

WHEREAS, legal services shall not exceed \$70,000 for the calendar year; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the City's Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney's services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State's Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the City's Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firm of Archer & Greiner, P.C. is hereby appointed to serve as "Bond Counsel" for the City for the calendar year 2022.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Archer & Greiner, P.C. for the aforementioned services, for the calendar year 2022, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Archer & Greiner, P.C. shall be paid an amount not to exceed \$70,000.00 for the services enumerated herein.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. The Business Entity Disclosure Certification, Political Contribution Disclosure Form, Business Registration Certificate, the Determination of Value and the proposal of the Professional are on file and available for public inspection at the office of the Municipal Clerk.
7. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. Michael J. Manzella, Deputy City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Tracy Lizardi, Director of Purchasing, Assistant CFO
 - e. John M. Cantalupo, Esq., Archer & Greiner

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-29 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

BOND COUNSEL SERVICES A G R E E M E N T

THIS AGREEMENT, made as of this ___ day of January, 2022, between the CITY OF ASBURY PARK, a body politic of the State of New Jersey, herein designated as the "City", party of the first part, and ARCHER & GREINER, P.C., Attorneys at Law with offices at 10 Route 35, Red Bank, New Jersey, hereinafter designated as "Bond Counsel", party of the second part:

WITNESSETH:

1. The City desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The City desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

A. Bond Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes.

C. When the City determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents authorizing the bond sale. Bond Counsel will seek the advice of the Auditor in connection with the appropriate maturity schedule for the bonds to be sold. Bond Counsel will coordinate the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and in the local newspaper, as required by law, and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

D. When the City determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such

notes. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the City Attorney for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

F. Bond Counsel will provide other legal advice requested by the City, provided such advice is within the legal expertise of Bond Counsel's law firm.

G. Bond Counsel will prepare, review and distribute the Preliminary and Final Official Statements in connection with any bond or note financing.

H. Bond Counsel will provide legal services, prepare the necessary documentation and review and comment upon all documents in connection with any capital equipment lease financing or pooled loan financing undertaken by the City.

I. Bond Counsel will provide legal services listed in the City's solicitation of proposals, which are incorporated herein by this reference.

3. The City will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of \$3,500, plus \$0.95 per thousand dollars of bonds issued for the first \$15,000,000 and \$0.70 per thousand dollars issued in excess of \$15,000,000.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance, and (ii) the compiling and review of a certified record of proceedings in connection with each bond ordinance, a fee of \$400 for each single purpose ordinance and \$550 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 of the proposed Bond Counsel Services Agreement, such as attendance at meetings, attention to litigation or other matters described in Section F, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. For services rendered in connection with each note sale, a fee equal to the hourly rates reflected in Section F, with a minimum fee of \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$0.40 per thousand dollars of notes issued in excess of \$15,000,000, but a fee not less than \$750.00.

D. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

E. In the event of refunding bond issue providing for the payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.

F. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates range from \$75 to \$150 per hour depending on the paralegal or attorney involved. Such services include, but are not limited to, attendance at meetings, work involved in the preparation or review of the Official Statement and a continuing disclosure agreement, if applicable, for a bond sale or the review or the preparation of an Official Statement and a continuing disclosure agreement, if applicable, for a bond anticipation note sale, diligence for a bond ordinance, review of authorization proceedings for a bond ordinance, preparation of prequalification packages for bond insurance, preparation of a rating agency package, analysis of any credit enhancement facility, the preparation or review of a Local Finance Board application, attention to or services rendered with regard to any litigation that may occur or any legal question posed by the City, tax work, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations and legal services, the preparation of the necessary documentation and reviewing and commenting upon all documentation in connection with any capital equipment lease financing, pooled loan financing or loan financing undertaken by the City through the MCLIA, NJIB, USDA or any other legal services the City wishes Bond Counsel to perform.

G. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based on the services performed.

H. Customary at-cost disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express or overnight delivery charges and postage costs, newspaper publication costs and the costs of printing official statements, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the City. The fees and payments associated with this Agreement shall not exceed \$70,000.

I. Political Contribution Disclosure: The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the

City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

J. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

4. Bond Counsel and the City hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

IN WITNESS WHEREOF, the CITY OF ASBURY PARK, has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

CITY OF ASBURY PARK

ATTEST:

BY: _____
 _____,
 Authorized Officer

 _____,
 City Clerk

ARCHER & GREINER, P.C.

BY: _____
 JOHN M. CANTALUPO, ESQ.

Attachment: Archer & Greiner- Bond Counsel (2022-29 : Appointing Archer & Greiner, P.C. as Bond Counsel)

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. 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, 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 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, sex, affectional or sexual orientation.

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable City 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 City 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 contractor 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, sex, affectional or sexual orientation, 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.

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, 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 decisions.

The contractor 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 (N.J.A.C. 17:27).



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-30

Waterfront Redevelopment Counsel Reappointment



RESOLUTION NO. 2022-30

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING MARAZITI AND FALCON TO SERVE AS REDEVELOPMENT COUNSEL AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) desires to appoint Redevelopment Counsel for 2022; and

WHEREAS, said attorney/law firm shall handle legal issues for the City which relate to redevelopment matters, as well as such other legal matters as may be referred to it from time to time by the City Manager and/or the Mayor and Council (collectively referenced as the “services”); and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the firm of Maraziti and Falcon. has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure Form, which certifies they have not made any reportable contributions to a political or candidate committee in the City of Asbury Park in the previous one year and that the contract will prohibit the Professional from making any reportable contributions through the term of the contract; and

WHEREAS, legal services shall not exceed \$200,000 for the calendar year; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing

that the value of the contract associated with the Attorney's services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State's Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the City's Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The City Manager or Director of Planning and Redevelopment are authorized to determine assignments as required.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement for professional services for 2022.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, "non-fair and open") process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Maraziti and Falcon shall be paid an amount not to exceed \$200,000.00 for the calendar year 2022 for the services enumerated herein.
6. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. The Business Entity Disclosure Certification, Political Contribution Disclosure Form, Business Registration Certificate, the Determination of Value and the proposal of the Professional are on file and available for public inspection at the office of the Municipal Clerk.
8. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, CMFO, Chief Financial Officer
 - c. Director of the N.J. Division of Local Government Services
 - d. Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-30 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

PROFESSIONAL SERVICE AGREEMENT

This **AGREEMENT** is by and between the **City of Asbury Park**, a Municipal Corporation in the State of New Jersey with an office located at One Municipal Plaza, Asbury Park, New Jersey 07712, and **Maraziti Falcon, LLP**, with its principal place of business at Maraziti Falcon, LLC, c/o Joseph J. Maraziti, Jr., Esq., 240 Cedar Knolls Road, Suite 301, Cedar Knolls, New Jersey 07927.

WHEREAS, the **City of Asbury Park** wishes to retain **MARAZITI FALCON, LLP** for the services of Joseph J. Maraziti, Jr., Esq. as Waterfront Redevelopment Counsel for the year 2022; and

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

1. Contract Documents. The Contract Documents consist of the following:
 - (a) This Agreement.
 - (b) New Jersey State Business Registration;
 - (c) Valid Certificate of Employee Information Report;
 - (d) Affirmative Action Document – “For Goods and Professional Services”.
2. Scope of Work. **MARAZITI FALCON, LLP** agrees to provide the City of Asbury Park with the services as 2022 Waterfront Redevelopment Counsel. This agreement shall commence on January 1, 2022 and terminate on December 31, 2022, or until the appointment and qualification of a successor, whichever occurs last.
3. Assignment. This Agreement may not be assigned by **MARAZITI FALCON, LLP**.
4. Compliance. **MARAZITI FALCON, LLP** and all of its applicable employees shall comply with the requirements of P.L. 1975 C.127 (N.J.A.C. 17:27) regarding Affirmative Action regarding Equal Employment Opportunity and City of Asbury Park City Code, Section 2-76 Award of Public Contracts.
5. Political Contribution Disclosure. The within contract has been awarded to the Attorney based upon the merits and abilities of the Attorney to provide the services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Attorney, his Law Firm, his Law Firm’s subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his Law Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect the Attorney’s eligibility to perform this contract, or will the Attorney or his Law Firm make a reportable contribution during the term of the within contract to any political party committee in the City if a member of that political party is serving in an elective public office of the City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City when the contract is

awarded.

6. Other Terms. This agreement is subject to:

- a. This contract is for the services of Joseph Maraziti, Esq. who shall be counsel on the aforementioned matters. The blended rate shall be \$175.00/hour for attorney services (\$325.00/hour blended for attorneys when such fees are paid solely by private parties through reimbursement agreements), with no additional fees or charges allowed. These are the only hourly charges allowable under this agreement. The statement will include our fee for services rendered, and disbursements made on your behalf. Such disbursements may include, but not be limited to, computerized research fees (as billed to us), court costs and fees (as required), messenger and delivery fees (using least expensive service available), long distance telephone (as billed to us), and postage charges (as required), document reproduction (\$0.15/page) and transcript fees (as billed to us). Charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice. Said fees are in lieu of any and all other benefits, and neither the firm nor the attorney shall be considered an employee of the City of Asbury Park.
- b. The contractor shall provide the City of Asbury Park with detailed monthly invoices. If **MARAZITI FALCON, LLP** is appointed as Special Counsel to the City in any other matter, the two matters and all billing thereunder shall be clearly distinguished on any invoices served on the City.
- c. It shall be the contractor's obligation to obtain City Council approval, by way of a Resolution, approval of which shall be at the sole discretion of the City Council, prior to incurring costs above the not to exceed amount. As a temporary measure, and as necessary to protect the City's legal interests until the City Council has the opportunity to consider an increase in the not to exceed amount, the contractor may proceed with incurring costs with the prior written approval of Corporation Counsel, subject to any conditions included in the written approval.
- d. The parties agree that submission of invoices by the Vendor in accordance with this Agreement is the sole responsibility of the Vendor. The Vendor agrees to submit any and all invoices for services within sixty (60) days of services being rendered; and, Vendor acknowledges that, due to the City's budgeting, appropriation, and fiscal affairs procedures, any invoices not submitted within sixty (60) days of services rendered will not be paid by the City, and the sums therein shall not be sought at law or in equity.
- e. The City may terminate this contract immediately upon written notice to the contractor, subject only to payment for services rendered prior to service of the notice of termination. The contractor may terminate this contract in accordance with the New Jersey Rules of Professional Conduct.
- f. Any single incident of waiver in the terms of this agreement shall not constitute a general or full waiver, and such waiver shall not be utilized to evidence waiver in any other instance relating to this Agreement, or any other agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this _____ day of _____, 2021

ATTEST:

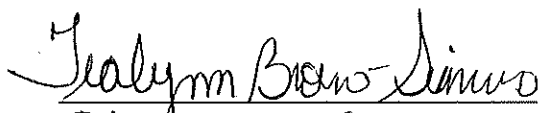
THE CITY OF ASBURY PARK

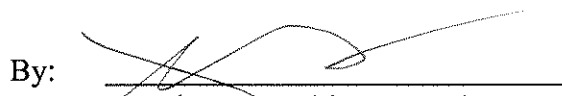
Melody Hartsgrove, RMC/CMR
City Clerk

By: _____
John Moor, Mayor

ATTEST:

MARAZITI FALCON, LLP


Tralynn Brown-Simmons

By: 
Joseph J. Maraziti, Jr., Esq./Partner

The aforementioned Agreement has been reviewed and approved as to form.

Frederick Raffetto, Esq.
City Attorney



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-31

Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of PILOTS



RESOLUTION NO. 2022-31

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PUBLIC RESOURCES ADVISORY GROUP FOR THE PROVISION OF PILOT/RAB ADMINISTRATION

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Act”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the City of Asbury Park (the “City”) has designated certain redevelopment projects, including Vive, Monroe, The Asbury Hotel, South Grand, and 1101 Ocean, as within the City’s Redevelopment Area Bond (“RAB”) program; and

WHEREAS, the City desires to retain a financial advisor to provide administrative services related to special assessments and PILOTs billed to properties within the City’s RAB program; and

WHEREAS, a proposal, dated January 21, 2021 from Wendell G. Gaertner, Senior Managing Director, Public Resources Advisory Group (“PRAG”), attached hereto and made a part hereof, with principal offices located at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, was submitted to provide these services; and

WHEREAS, the City of Asbury Park has reviewed the proposal submitted and has determined that the PRAG proposal, attached hereto and made a part of, meets the needs of the City; and

WHEREAS, the Public Advisory Group (PRAG) has agreed to maintain his rates at the 2021 levels; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) authorizes contracts for the provision of “Professional Services,” which may be awarded without public advertising and competitive bidding, provided a brief notice of the nature, duration, service and amount of contract is published, and that the Resolution and contract are kept on file and available for public inspection; and

WHEREAS, the City desires to engage Public Resources Advisory Group (“PRAG”) as

an independent municipal advisor to perform administrative services related to special assessments and PILOTs to be billed to the aforementioned properties within the City's Redevelopment Area Bond ("RAB") program upon the satisfaction of all conditions set forth under the several trust indentures and special assessment agreements; and

WHEREAS, financial services are professional services, exempt from the requirement for public bidding, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) requires that notice of the award of contracts for "Professional Services" without competitive bidding must be published in a local newspaper; and

WHEREAS, this contract is for an amount over \$17,500 and is being awarded pursuant to N.J.S.A. 19:44A-20.5. PRAG shall be required to complete and submit a Business Entity Disclosure Certification which certifies that PRAG has not made any reportable contributions to a political or candidate committee in the City of Asbury Park in the previous one year, and the Professional Services Agreement will prohibit PRAG from making any reportable contributions through the term of the agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Asbury Park,

1. The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon the receipt of Public Resources Advisory Group's Business Registration Certificate, evidence of Affirmative Action compliance or Certificate of Employee Information Report and Pay to Play Business Entity Disclosure Certification, and upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, to execute the Agreement in the form attached hereto as Exhibit 1 with Public Resources Advisory Group ("PRAG"), with offices at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, to provide financial advisory services related to special assessments and PILOTs billed to certain properties within the City's Redevelopment Area Bond ("RAB") program, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) without further authorization, and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor's consent to any such changes thereto.

2. The term of this contract shall be for the period of one year, subject to annual renewal by resolution of the Municipal Council of the City of Asbury Park.

3. This contract is being awarded pursuant to the procedures of the State Pay-to-Play Law (N.J.S.A. 19:44A-20.5) and pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a)(i)).

4. Sufficient funds, for the purpose set forth herein above, are available pursuant to the City's Redevelopment Area Bond (RAB) documents and the Special Assessment documents.

5. A fully executed copy of this Agreement shall be maintained on file in the Office of the City Clerk, and shall be made available for public inspection.

6. A notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement and as required by law within ten (10) days of the adoption of this Resolution.

7. This resolution shall take effect upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, and as provided by law

8. A certified copy of this Resolution shall be provided to each of the following:

- a. Donna Vieiro, City Manager
- b. JoAnn Boos, CMFO, Chief Financial Officer
- c. Director of the N.J. Division of Local Government Services
- e. Public Resources Advisory Group

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-31 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

**CITY OF ASBURY PARK AGREEMENT FOR
RAB SPECIAL ASSESSMENT AND PILOT
ADMINISTRATIVE SERVICES**

THIS AGREEMENT, made this day of , 2022;

BETWEEN:

CITY OF ASBURY PARK, a public body corporate and politic of the State of New Jersey with offices at One Municipal Plaza, Asbury Park, New Jersey 07712, hereinafter designated as "CITY."

AND:

PUBLIC RESOURCES ADVISORY GROUP, INC., with offices at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, hereinafter referred to as "CONSULTANT,"

WITNESSETH:

WHEREAS, the CITY desires to secure an independent municipal advisor to perform administrative services related to special assessments and Payments in Lieu of Taxes ("PILOTs") billed to certain properties within the City's Redevelopment Area Bond ("RAB") program, including, Vive, Monroe, The Asbury Hotel, South Grand, 1101 Ocean, AP Triangle, and Block 4001, hereinafter referred to as "the Project"; and

WHEREAS, CONSULTANT submitted a proposal for the performance of said RAB Special Assessment and PILOT Administrative Services dated December 20, 2021, ("Proposal") which is attached to this contract as Appendix A and made a part hereof; and

WHEREAS, CITY adopted a Resolution at its regular board meeting authorizing and directing the Mayor of the City of Asbury Park to execute a contract with CONSULTANT to perform RAB Special Assessment and PILOT Administrative Services; and

WHEREAS, this contract is awarded to CONSULTANT by Resolution pursuant to New Jersey's Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., New Jersey's Pay-to-Play law, N.J.S.A. 19:44A-20.4 et seq., and Title 11 of the Americans with Disabilities Act of 1990 (42 §12101, et seq.) and as such is subject to the requirements contained therein.

NOW, THEREFORE, in consideration of these premises and the mutual covenants, conditions and agreements contained herein, the parties hereto agree as follows:

CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall serve as CITY's professional consultant and provide RAB Special Assessment and PILOT Administrative Services in accordance with the Proposal submitted, dated December 20, 2021, entitled "2022 Administrative Services- Special Assessments and Payments in Lieu of Taxes ("PILOT")," which is attached hereto and made a part hereof as Appendix A.

CITY'S RESPONSIBILITIES

CITY shall provide, to the extent possible, full information as necessary and appropriate to enable CONSULTANT to fulfill the requirements for completion of the project.

PAYMENTS TO CONSULTANT

CITY agrees to pay CONSULTANT as compensation for these services outlined above and provided in the Proposal and in an amount not to exceed \$35,000 without further authorization from CITY. Payments shall be made pursuant to the Redevelopment Area Bond (RAB) documents and Special Assessment documents.

CONSULTANT shall submit monthly statements for consulting services provided and CITY shall make prompt monthly payments in response to CONSULTANT's monthly statements.

GENERAL CONSIDERATIONS

1. **Scope** - The CONSULTANT is hereby retained by CITY to provide RAB Special Assessment and PILOT Administrative Services for the City of Asbury Park RAB Special Assessment and PILOT Administrative Services shall include the following:

- a. Review the master special assessment agreement; review all financial agreements and special assessment agreements related to each of the Projects;
- b. Assemble all relevant data concerning the units of the respective Projects including but not limited to substantial completion date, offered sales price per special assessment agreement, initial transfer sales price (if applicable), current year assessed value;
- c. Tabulate the CITY's annual tax rates including municipal purposes rate by tax year;
- d. Calculate the annual total special assessments levied to all units in the respective Projects in accordance with the special assessment agreements;
- e. Calculate the pledged special assessment for all units in accordance with the corresponding special assessment agreement to determine the portion of the special assessment that the CITY will levy and remit to the trustee of the RABs upon collection;
- f. Calculate the annual PILOT payment due for all units in accordance with the

corresponding financial agreement;

g. Calculate the annual administrative fee due for all units in accordance with the corresponding financial agreements;

h. Provide the CITY, in spreadsheet form, the annual total special assessments for each unit broken down by the pledged assessment and PILOT payment due;

i. Calculate deficiency payments due from the master developer at the time of a unit's initial sale;

j. Perform similar functions on a quarterly basis, as applicable;

k. Other services as directed by the CITY; and,

l. Attend in-person meetings and conference calls at the request of the CITY; however, it is expected that CONSULTANT's work will be performed off-site.

2. **Term** - This Agreement shall be in effect for one year commencing upon execution, unless otherwise terminated as provided for herein, and will be subject to renewal by resolution of the CITY.

3. **Termination** - This Agreement may be terminated by either party upon ten (10) days written notice to the other party. Under this paragraph, CONSULTANT shall be paid for services rendered and expenses incurred to the date of termination. The termination of CONSULTANT shall be deemed to be a termination of any subcontractors of CONSULTANT as of the termination date. All finished or unfinished documents, data, studies, agreements and/or reports prepared by CONSULTANT under this Agreement, shall be delivered to CITY.

4. **Consideration** - For the services set forth in Paragraph 1 above, the consideration shall be at the rates specified in CONSULTANT's Proposal dated December 20, 2021, entitled "Administrative Services - Special Assessments and Payments in Lieu of Taxes ("PILOT")," which is attached hereto and made a part hereof as Appendix A, and in an amount not to exceed \$35,000 without authorization from CITY.

5. **Controlling Law** - This Agreement is governed by the Laws of the State of New Jersey.

6. **Successors and Assigns** - CITY and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in the above paragraph and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

7. **Liability** - Acceptance of the final payment by CONSULTANT shall be considered a release in full of all claims against CITY arising out of, or by reason of, the work done and materials furnished under this contract.

8. **Document Ownership** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by CITY to CONSULTANT in connection with this Agreement for Professional Services shall remain the property of CITY. When in tangible form, all copies of such information shall be returned to CITY upon request. Unless such information was previously known to CONSULTANT, free of any obligation to keep it confidential, or has been or is subsequently made public by CITY or a third party, it shall be held in confidence by CONSULTANT, shall be used only for the purposes of this Agreement for Professional Services and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

9. **Insurance and Indemnification** - CONSULTANT shall maintain insurance and indemnify CITY as follows:

a) CONSULTANT shall maintain at its own expense the following insurance covering any claims incurred or arising as a result of CONSULTANT's performance, which insurance shall be issued by a carrier authorized to do business in the State of New Jersey and having agents upon whom service of process may be made in the State of New Jersey and shall contain at a minimum the following provisions, coverages and policy limits of liability. A Certificate of Insurance shall be provided showing the following coverage and limits.

b) Professional Liability Insurance with limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. (A separate Certificate of Insurance shall be provided).

c) The CONSULTANT shall be responsible for performing the above services in accordance with all the professional standards applicable to such services which shall govern CONSULTANT'S responsibility for any errors, omissions or negligent acts in its performance of such services. CONSULTANT shall not be responsible for the acts or omissions of any third parties except the CONSULTANT'S own employees, engineers, subcontractors and agents at the site or otherwise performing any work in connection with the Project, however, nothing contained herein shall be construed to release CONSULTANT from liability for failure to properly perform duties undertaken by it under this Agreement.

d) The CONSULTANT agrees to hold the City of Asbury Park, and its respective officials, officers, agents, servants and employees, harmless from and against liability caused by CONSULTANT'S negligence, in connection with the negligent performance of the services described herein.

10. **Affirmative Action and Business Registration Certificate Provisions** - This Agreement is subject to the following special provisions.

1. The mandatory language of P.L. 1975, C. 117 and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are attached at Appendix C of this Agreement and made a part hereof. CONSULTANT agrees to afford equal opportunity in performance of this AGREEMENT in accordance with an Affirmative Action Program approved by the appropriate authorities.

2. This Agreement is further subject to N.J.S.A. 52:32-44, which imposes the

following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) CONSULTANT shall provide written notice to its subcontractors to submit proof of business registration to CONSULTANT; 2) prior to receipt of final payment from a contracting agency, CONSULTANT must submit to CITY an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, CONSULTANT and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

11. Political Contribution Disclosure – The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm’s subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19-44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, C. 19, affect the Contractor’s eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

EXHIBITS AND SPECIAL PROVISIONS

Exhibits - The following are attached to and made a part of this Agreement:

Appendix A - Proposal submitted by Public Resources Advisory Group, LLC dated December 20, 2021, entitled "Administrative Services - Special Assessments and Payments in Lieu of Taxes ("PILOT")," which is attached hereto and made a part hereof as Appendix A.

Appendix B - Resolution adopted by CITY

Appendix C - Mandatory Affirmative Action

Appendix D - Americans with Disabilities Act Language.

ENTIRE AGREEMENT

This Agreement, together with the Exhibits identified as Appendix A, Appendix B, Appendix C, and Appendix D, above, constitutes the entire Agreement between CITY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

CITY OF ASBURY PARK

Dated: _____

ATTEST:

PUBLIC RESOURCES ADVISORY GROUP, INC.



Wendell G. Gaertner
Senior Managing Director

Dated: 12/23/24



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-32

Contract with BRS to continue managing our Brownfield and Petroleum Assessment grants



RESOLUTION NO. 2022-32

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AWARDING A CONTRACT FOR U.S. ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS COMMUNITY-WIDE HAZARDOUS SUBSTANCES ASSESSMENT GRANT AND PETROLEUM COMMUNITY-WIDE ASSESSMENT GRANT SERVICE TO BROWNFIELD REDEVELOPMENT SOLUTIONS, INCORPORATED (BRS)

WHEREAS, the City has a need for accessing environmental services for the implementation of US Environmental Protection Agency Brownfields Community -Wide Hazardous Substances Assessment Grant and Petroleum Community-Wide Assessment Grant; and

WHEREAS, the Mayor and Council have determined to appoint Brownfield Redevelopment Solutions (BRS) for 2022; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, because the services will be performed by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, Brownfield Redevelopment Solutions (BRS), has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure Form, which certifies they have not made any reportable contributions to a political or candidate committee in the City of Asbury Park in the previous one year and that the contract will prohibit the Professional from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer has certified that funds are available through a grant from the United States Department of Environmental Protection Agency; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has

been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, services shall not exceed \$97,000 for the calendar year; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 1-01-20-165-000-201; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firm Brownfield Redevelopment Solutions, Incorporated (BRS), is hereby appointed to perform Environmental and Grant Management Services for the City for 2022.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and BRS Incorporated, for the year 2022, or one which is substantially similar thereto and which meets with the approval of the City Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. BRS, Incorporated
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, Chief Financial Officer
 - d. Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-32 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

**SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, NEW JERSEY
AND
BROWNFIELD REDEVELOPMENT SOLUTIONS, INC.**

This Service Agreement ("Agreement") is effective as of this ____ day of January 2022, by and between the **City of Asbury Park, New Jersey ("City")**, a public body corporate and politic of the State of New Jersey, having an address at **One Municipal Plaza, Asbury Park, New Jersey 07712** and **Brownfield Redevelopment Solutions, Inc ("BRS")** having an address at 739 Stokes Road Units A&B Medford, NJ 08055, each being a "Party", and together are hereby referred to as the "Parties" to this Agreement.

WHEREAS, the City has a need for accessing environmental services for the implementation of the US Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant; and

WHEREAS; the City evaluated the proposal submitted by BRS to provide the necessary environmental services to the City; and

WHEREAS, the City Council authorized by Resolution 2022-XX the City to enter into a professional services agreement with BRS;

WHEREAS, the anticipated term of this contract is for one year, to expire one (1) year from the date of execution;

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Scope of Services

BRS will be responsible for services outlined in "**Proposed Scope of Work**" section of Brownfield Redevelopment Solutions, Inc. "Proposal City of Asbury Park Environmental Services for EPA Brownfield Grant" dated December 1, 2016, which is incorporated hereto as Attachment A; and Resolution 2022-XX entitled "A Resolution For U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant Services", which is incorporated hereto as Attachment B.

2. Payment Schedule and Compensation

Total compensation will not exceed Ninety Seven Thousand Dollars (\$97,000) ("Contract Amount.").

All fees will be paid based upon the fee schedule outlined in BRS' proposal incorporated into Attachment A.

3. Non-Disclosure of Analysis

The City has right of ownership and dissemination of all data and other information derived from work performed in conjunction with this Agreement.

Except upon written approval of the City or otherwise stipulated herein, BRS shall not furnish or disclose to any person or organization, including but not limited to (1) any report, study, data or other information provided by or obtained from, the City in connection with this Agreement; (2) any grant application, reports, studies, recommendations, data or information relating to or made or developed in the course of the performance of this agreement; or (3) the results of the performance of any grant application, investigation and/or analysis except as may be required by law.

4. Compliance With Laws

BRS shall observe and comply will all state, local, federal laws, and the rules of any governing body having jurisdiction over the premises and/or its use.

5. Liability Insurance

BRS shall carry and maintain in full force and effect for the duration of this Professional Service Agreement and any supplement thereto the insurance coverages set forth below:

- A. Worker's Compensations and Employers Liability in accordance with State of New Jersey requirements, with a minimum limit of:
 - a. \$1,000,000 each accident for bodily injury by accident
 - b. \$1,000,000 each employee for bodily injury by disease
 - c. \$1,000,000 policy limit for bodily injury by disease
- B. Public Liability Insurance: Comprehensive General Liability, (bodily injury, personal injury, and property damage liability) including company's contingent Completed operations and contractual liability with a minimum:
 - a. \$1,000,000 each occurrence
 - b. \$1,000,000 personal and advertising injury
 - c. \$2,000,000 general aggregate; and
 - d. \$1,000,000 products/completed operations aggregate
- C. Comprehensive Automobile Liability Insurance. Covering all owned, hired and rented vehicles and equipment, with limits of liability of not less than \$1,000,000 for injuries to, or death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than \$500,000 per occurrence.

All insurance certificates will name the City as an additional insured on the policy. Said Certificate must state that coverage cannot be cancelled or materially altered without thirty (30) days written notice to the City.

6. Indemnification and Allocation of Risk

BRS agrees to indemnify, save and hold harmless the City, its commissioners, directors, officers, employees, representatives or agents against any and all demands, claims, suits, losses, costs or direct damages to the extent caused by the negligent acts, omissions or misconduct of BRS, its officers, agents, employees and subcontractors in the performance of work by BRS under this Services Agreement.

7. Term of Agreement

The term of this Agreement shall be for a one year period from the date of execution.

8. Termination

A. Termination for Default

BRS' performance and fulfillment of its obligations under this Service Agreement shall be regularly evaluated by the City. If the City in their sole discretion determines that BRS has not met its obligations hereunder, the City reserves the right to terminate this Agreement upon giving not less than ten (10) days written notice to BRS. In the event that the City exercises their right to terminate the Agreement, BRS shall be entitled to payment for all work completed in accordance with the requirements of this Agreement up to and including the effective date of termination of this Agreement. Additionally, BRS shall also be entitled to payment for all non-cancelable commitments to third parties with respect to the scheduling and performance of the work tasks under the Scope of Work. In the event of termination pursuant to this Paragraph, the City shall be without further liability to BRS under this Agreement. Except as to the payments provided herein, BRS understands and agrees that it is not entitled to any damages whatsoever in the event of termination of this Agreement.

B. Termination for Convenience

Notwithstanding the provisions of paragraph 8(a), BRS understands and agrees that City hereby reserves the right to terminate this Service Agreement at any time, for any reason whatsoever, upon giving not less than twenty (20) days written notice to. In the event that the City exercises their right to terminate the Agreement, the City shall be without further liability to BRS under this Agreement. BRS understands and agrees that it is not entitled to any damages whatsoever in the event of termination of this Agreement. Notwithstanding the foregoing, in the event that the City exercises its right to terminate the

Agreement pursuant to this Paragraph, BRS shall be entitled to payment for all work completed in accordance with the requirements of this Agreement up to and including the effective date of the termination. Additionally, BRS shall also be entitled to payment for all non-cancelable commitments to third parties with respect to the scheduling and performance of work tasks under the Scope of Services.

9. The Service Agreement

This Service Agreement, and all other documents referred to herein and/or attached hereto, constitute the entire Agreement of the Parties on the subject matter hereof and supersede any and all prior representations, understandings, and agreements between the Parties with respect to such subject matter. The documents referred to herein and attached hereto shall be read together with this agreement to determine the Parties intent. If there is a conflict between and among such documents, this Agreement shall be the final expression of the Parties' intent. Any Amendment to this agreement must be in writing and signed by both parties or it is void.

10. Political Contribution Disclosure

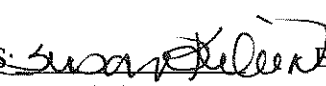
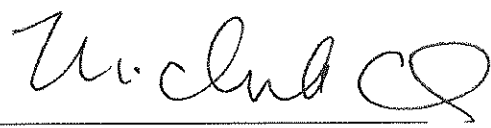
The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his / her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one(1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date abovementioned:

ATTEST: _____

BY: _____

Donna M. Vieiro, City Manager
City of Asbury Park, New Jersey

WITNESS:  BY: 

Susan Kolich
BRS

Michele Christina, President
BRS



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-33

Appointing Acacia Financial Group, Inc. To Serve as Financial Advisors for the City. 2022



RESOLUTION NO. 2022-33

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING ACACIA FINANCIAL GROUP, INC. TO SERVE AS FINANCIAL ADVISORS FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) desires to appoint a Financial Advisor for the City during the year 2022; and

WHEREAS, the Mayor and Council have determined to appoint the firm of Acacia Financial Group, Inc., to serve in this capacity for the year 2022; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, because the services will be performed by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the firm of Acacia Financial Group Inc., has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure Form, which certifies they have not made any reportable contributions to a political or candidate committee in the City of Asbury Park in the previous one year and that the contract will prohibit the Professional from making any reportable contributions through the term of the contract; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing

that the value of the contract associated with the Attorney's services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State's Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the City's Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firm of Acacia Financial Group, Inc. is hereby appointed to serve as the Financial Advisor for the City for 2022.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, the attached Agreement between the City of Asbury Park and Acacia Financial Group, Inc., for the year 2022, or one which is substantially similar thereto and which meets with the approval of the City Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, "non-fair and open") process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Acacia Financial Group, Inc. shall be paid in amount not to exceed \$40,000.00 for services enumerated herein.
6. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. The Business Entity Disclosure Certification, Political Contribution Disclosure Form, Business Registration Certificate, the Determination of Value and the proposal of the Professional are on file and available for public inspection at the office of the Municipal Clerk.
8. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. Michael J. Manzella, Deputy City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Tracy Lizardi, Director of Purchasing, Assistant CFO
 - e. Acacia Financial Group

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-33 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



6000 Midlantic Drive
Suite 410 North
Mt. Laurel, NJ 08054

(856) 234-2266 Phone
(856) 234-6697 Fax

November 1, 2021

City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

Attention: Donna M. Vieiro
City Manager

Dear Ms. Vieiro:

This letter agreement (this "Agreement"), dated as of _____ (the "Effective Date"), will confirm the understanding and agreement between City of Asbury Park (the "Client") and Acacia Financial Group, Inc. ("Acacia") as follows:

1. ENGAGEMENT OF ACACIA. The Client engages Acacia to perform financial advisory services in connection with the Client's issuance of bonds and/or notes and other general consulting services as required and directed by the Client (the "Advisory Services"). The following reflects the general services provided by Acacia in connection with the issuance of municipal securities. In certain transactions fewer or additional services may be required and Acacia will provide services as determined jointly between the Client and Acacia.

- a) Assist in the development of the plan of finance including: debt structure, method of sale, terms, timing, marketing and pricing.
- b) Prepare independent cash-flows relating to debt structures including scenario analysis as appropriate and development of final numbers.
- c) Assist in the preparation of the financing schedule, distribution list, meeting agendas, and other transaction management tasks
- d) Review the preliminary and final official statements and other documents related to the marketing and issuance of bonds.
- e) Participate in meetings and conference calls with the working group and other parties.
- f) Advise on the credit rating strategy and assist with obtaining credit ratings.
- g) In negotiated transactions: (i) analyze and advise on pricing levels based on the client's historical pricing, results of recent comparable sales in the market, current market conditions and other factors that may impact the sale (such information to be provided in pre-pricing materials) and (ii) participate in negotiations with investment banking groups regarding pricing and final terms of the security offering on behalf of the Client.
- h) In competitive transactions: (i) assist in the overall coordination of the sale process, (ii) assist in the preparation of the notice of sale and bid specifications; (iii) conduct market outreach, (iv) apply for

CUSIPs as required by MSRB G-34 and (iv) independently review the bids for conformity to bid specifications and verify the true interest cost or net interest cost.

- i) Advise on direct bank loan structures including overall management of the RFP process.
- j) Assist in the evaluation and selection of underwriters/investment bankers, legal counsel, credit facility providers, trustees, verification agents, printers, and other professional service providers, including preparation of request for qualifications (RFQs) or requests for proposals (RFPs and the evaluation of statements of qualifications, proposals or bids submitted in response thereto (if requested).
- k) Monitor and evaluate refunding opportunities with respect to the Client's outstanding obligations.
- l) For refunding transactions, submit or assist with the submission of SLGS subscriptions, evaluate the efficiency of open market securities relative to SLGS and, if necessary or appropriate, prepare bid specifications and conduct the bid process for the purchase of open market securities.
- m) Analyze proposals presented by investment bankers and other parties related to the issuance of securities (as requested).
- n) Assist the Client, bond counsel and other transaction team members with the closing of the bonds and/or notes.
- o) Provide additional services as requested by the Client.

As a registered Municipal Advisor with the Municipal Securities Rulemaking Board ("MSRB") and the Securities Exchange Commission ("SEC"), Acacia also proposes to serve as Client's Independent Registered Municipal Advisor ("IRMA") for the purpose of complying with the Municipal Advisor Rule of the SEC approved on September 18, 2013.

The Client hereby acknowledges and agrees that the financial models and presentations used by Acacia in performing its Advisory Services hereunder have been developed by and are proprietary to Acacia and are protected under applicable copyright laws. The Client agrees that it will not reproduce or distribute all or any portion of such models or presentations without the prior written consent of Acacia.

2. FEES AND EXPENSES.

(a) Bond Transaction Fees. For financial advisory services rendered to the Client in connection with the sale of bonds, Acacia proposes to be compensated at a rate of \$0.85 per \$1,000 of par value issued, with a minimum fee of \$12,500 per bond issue, inclusive of expenses.

(b) Note Transaction Fees. For financial advisory services rendered to the Client in connection with the sale of notes with an official statement and credit ratings, Acacia proposes to be compensated a flat rate of \$8,500 per note issues, inclusive of expenses. For financial advisory services rendered to the Client in connection with the sale of notes without an official statement or rating, Acacia proposes to be compensated a flat rate of \$5,000 per note issue, inclusive of expenses.

*****Acacia anticipates that the City could have one general capital bond issue, one general capital note issuance and potentially two redevelopment area bond issuances in 2022. Assuming this, the not-to-exceed bond and notes fees would be approximately \$42,500.***

(c) Consulting Fees. For general consulting provided on projects other than the sale of bonds or notes (including redevelopment consulting), Acacia proposes that compensation be based upon the hourly rates established below:

Title	Hourly Rate
Co-President	\$195.00/hr.
Managing Director/Senior Vice President	\$185.00/hr.
Vice President	\$175.00/hr.
Assistant Vice President /Associate	\$165.00/hr.
Analyst	\$150.00/hr.

*****Acacia proposes that general consulting and redevelopment consulting hourly fees are estimated to not-to-exceed \$40,000 during 2022 based on previous years billings. Acacia is also willing to discuss a cap per project, if applicable.***

(d) Annual Disclosure Filing (Dissemination Agent). For services in connection with the on-going annual disclosure and the filing of certain financial information and notices in connection with the provisions of Rule 15C2-12(b)(5), Acacia proposes that compensation be an annual fee of \$750 billed at the time such services are rendered.

(e) Complex Financings/Transactions. If the Client requires assistance with a financing that includes a unique and/or complex structure or requires additional services or time beyond our typical scope, Acacia and the Client will in good faith negotiate the amount of the fee payable taking into account, among other things, the size, structure and complexity of the transaction.

3. INDEMNIFICATION.

(a) The Client hereby expressly agrees to indemnify and hold harmless Acacia, its affiliates and its officers, directors, partners, limited partners, members, employees, agents, consultants and controlling persons and their respective successors and assigns (Acacia and each such person being an "Indemnified Person"), from any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Person may become subject (i) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, including documents described in or incorporated by reference, or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or (ii) arising in any manner out of or in connection with the services performed by Acacia or any other Indemnified Person or the matters that are the subject of this Agreement.

(b) The Client shall reimburse Acacia and any other Indemnified Person for all reasonable expenses (including reasonable fees and expenses of legal counsel) as incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuits, investigations, claims or other proceedings arising in any manner out of or in connection with the services or matters that are the subject of this Agreement (including, without limitation, in connection with asserting or enforcing rights under this Agreement and the indemnification obligations set forth herein); provided, however, that the Client shall not be liable to indemnify any Indemnified Person in respect of any loss, claim, damage, liability or expense to the extent that it is finally judicially determined that such loss, claim, damage, liability or expense resulted directly from the gross negligence or willful misconduct of such Indemnified Person.

4. TERM AND TERMINATION.

(a) Term. The appointment and authorization of Acacia under this Agreement shall commence on the Effective Date and shall terminate at the earliest of (i) a date mutually agreed upon by the Client and Acacia in writing; or (ii) upon at least thirty (30) days' prior written notice of one party to the other parties specifying the date of termination (the "Term"). Notwithstanding any such termination of this Agreement, the Client shall remain responsible for any fees accrued during the Term, and the reimbursement of Acacia's expenses pursuant to Paragraph 2 of this Agreement incurred during the Term and not yet paid.

(b) Survival. The provisions of Paragraphs 3, 4, 7 and 8 of this Agreement shall survive the termination of this Agreement.

5. ACACIA'S DISCLOSURES PURSUANT TO MSRB RULE G-42

(a) Conflicts of Interest. Acacia receives compensation for municipal advisory activities to be performed that (i) is contingent upon the size of the transaction, which could create an incentive to otherwise increase the size of a transaction; or (ii) is contingent upon the closing of the transaction, which could create an incentive to otherwise close a transaction. Acacia manages this conflict by implementing written policies and procedures for supervision that ensure that Acacia adheres to its fiduciary duties to its municipal advisory clients. Acacia is not aware, after reasonable inquiry, of any other actual or potential material conflict of interest that could reasonably be anticipated to impair its ability to provide advice to or on behalf of its clients in accordance with its fiduciary duties to its clients.

(b) Legal or Disciplinary Events. Acacia does not have any legal or disciplinary events that are material to a client's evaluation of Acacia or the integrity of Acacia's management or advisory personnel, nor does Acacia have any legal or disciplinary events that are required to be disclosed on its Forms MA and MA-I, which are filed with the SEC. Copies of Acacia's most recent Forms MA and MA-I are accessible on the SEC's EDGAR system Company Search Page at <https://www.sec.gov/edgar/searchedgar/companysearch.html> by searching for either Acacia Financial Group, Inc. or Acacia's CIK number, which is 0001613001. Acacia has not made any material change or addition to the legal or disciplinary event disclosures on any Form MA or Form MA-I filed with the SEC since Acacia's initial filing of Form MA on July 25, 2014. On June 1, 2017, Acacia's principal place of business changed and a revised Form MA was filed on June 7, 2017 and MA-I filed on June 5, 2017.

6. ACACIA'S DISCLOSURES PURSUANT TO MSRB RULE G-10. Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors (such as Acacia Financial Group, Inc.) are required to provide certain written information to their municipal entity and obligated person clients which includes the following:

(a) Acacia Financial Group, Inc. is currently registered as a Municipal Advisor with the SEC and the MSRB.

(b) Within the MSRB website at www.msrb.org, municipal entity and obligated person clients of Acacia Financial Group, Inc. may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

7. DISPUTE RESOLUTION. All disputes, claims or controversies arising out of or in any way relating to this Agreement or the services rendered by Acacia (including with respect to enforcement of this Agreement) that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration to be conducted before the American Arbitration Association (the "AAA"). Arbitration proceedings

shall be held in New Jersey before a single arbitrator and shall be conducted in accordance with the commercial arbitration rules of the AAA unless specifically modified herein.

8. MISCELLANEOUS.

(a) Reliance on Client Information. Acacia may conclusively rely on the accuracy and completeness of the information provided to Acacia by the Client or the Client's representatives, including current and historical information with respect to the operations, assets, liabilities, and financial condition of the Client (the "Information"), and the Client acknowledges that Acacia has not been retained to (nor will it) independently verify any of such Information.

(b) Independent Contractor Status. The legal relationship of the Client and Acacia created by this Agreement is one of independent contractors only and no employer/employee, master-servant, co or joint ventures, licensor-licensee, partnership or other such relationship is intended or shall be deemed or construed.

(c) No Liability. The Client agrees that neither Acacia nor any of its controlling persons, affiliates, partners, directors, officers, employees, agents, advisors or consultants shall have any liability to the Client or any person asserting claims on behalf of or in right of the Client for any losses, claims, damages, liabilities or expenses arising out of or relating to this Agreement or the services to be rendered by Acacia hereunder, unless and until it is finally judicially determined that such losses, claims, damages, liabilities or expenses resulted directly from the gross negligence or willful misconduct of Acacia.

(d) Successors and Assigns. The benefits of this Agreement shall inure to the respective successors and assigns of the parties hereto and of the Indemnified Persons, and the obligations and liabilities assumed in this Agreement by the parties hereto shall be binding upon their respective successors and assigns. Other than pursuant to Paragraph 3, nothing in this Agreement is intended to confer upon any other person (including stockholders, employees or creditors of the Client) any rights or remedies hereunder or by reason hereof.

(e) Blue Pencil/Waiver. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Any of the terms and conditions of this Agreement may be waived at any time and from time to time in a writing signed by the party entitled to the benefit thereof, but a waiver in one instance shall not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement shall not operate as a waiver of this provision or of any other provision hereof.

(f) Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Client and Acacia with respect to the subject matter hereof and supersedes all prior understandings or agreements between and among the parties with respect thereto, whether oral or written, express or implied. This Agreement may not be amended or modified except in a writing signed by each of the parties hereto. No party may assign this Agreement to any entity other than an affiliated or related entity without the prior written consent of the other parties.

(g) Counterparts. This Agreement may be executed in any number of counterparts, by original, facsimile or electronic signature, each of which shall be deemed to be an original and all of which together shall be deemed to be the same agreement.

(h) Governing Law. THIS AGREEMENT AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL MATTERS ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PROVISIONS THEREOF).

Contact Information:

- In the event that you need to contact us on an emergency basis, please note the following:
 - Key Individual Contact – Jennifer G. Edwards
 - Phone Numbers:
 - Office – 856-234-2266
 - Cell – 856-912-2790
 - Email Addresses:
 - jedwards@acaciafin.com
 - jenedwards728@yahoo.com (back-up)
 - Alternate Mailing Address;
 - 1620 Chester Avenue, Manchester, New Jersey 08759

[Signature page to follow]

If the foregoing correctly sets forth the understanding and agreement among Acacia and the Client, please so indicate in the space provided for that purpose below, whereupon this Agreement shall constitute a binding agreement as of the Effective Date.

Sincerely,

ACACIA FINANCIAL GROUP, INC.

By: _____

Name: Kim M. Whelan

Title: Co-President

Accepted by:

CITY OF ASBURY PARK

By: _____

Name: Donna M. Viero

Title: City Manager

[signature page to engagement letter]

Attachment: Acacia- Financial Advisor (2022-33 : Appointment of Financial Advisor 2022)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-34

Authorizing the Execution of an Agreement for Professional Appraisal Services to BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA



RESOLUTION NO. 2022-34

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL APPRAISAL SERVICES TO BRB VALUATIONS PAMELA J. BRODOWSKI, MAI, ASA, CTA

WHEREAS, the City of Asbury Park (the “City”) requires professional services to be performed during the calendar year 2022 by an individual qualified to serve as the City’s real estate appraiser, who shall handle real estate appraisal work for the City on an as-needed basis per direction from the City; and

WHEREAS, the Mayor and Council have determined to appoint BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA as the City’s Real Estate Appraiser for the City for 2022; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the City Engineer’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the City Real Estate Appraiser in 2022 without undertaking a new “fair and open” process so long as the City Real Estate Appraiser is not increasing his rates over the 2021 levels; and

WHEREAS, the City Real Estate Appraiser has agreed to maintain her rates at the 2021 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA is hereby appointed to serve as “City Real Estate Appraiser” for the City for the year 2022.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA for the aforementioned services, for the year 2022, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. BRB Valuations shall be paid an amount not to exceed \$15,000.00 for services enumerated herein.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-34 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-35



RESOLUTION NO. 2022-35

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING GJEM INSURANCE AGENCY, TO SERVE AS AN INSURANCE BROKERAGE/CONSULTANT/RISK MANAGER, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, there exists the need to obtain an Insurance Brokerage/Consultant/Risk Manager for the purpose of obtaining coverage for municipal risk management services and for the purpose of obtaining coverage, to include but not limited to: General Liability Insurance, Automobile Coverage and Workers' Compensation for the year 2022; and

WHEREAS, the Mayor and Council have determined to appoint GJEM Insurance Agency to serve as Insurance Brokerage/Consultant/Risk Manager for the City of Asbury Park for 2022; and

WHEREAS, the City's Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney's services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State's Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law,

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain Insurance Brokerage/Consultant/Risk Manager in 2022 without undertaking a new "fair and open" process so long as the Labor Counsel is not increasing his rates over the 2021 levels; and

WHEREAS, the Insurance Brokerage/Consultant/Risk Manager has agreed to maintain his rates at the 2021 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. GJEM Insurance Agency is hereby appointed to serve as the Insurance Brokerage/Consultant/Risk Manager for the City of Asbury Park for the year 2022.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and GJEM Insurance Agency for the year 2022.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. That notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. That a certified copy of this Resolution shall be provided to each of the following:
 - a. GJEM Insurance Agency
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-35 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2022 between the City of Asbury Park (hereinafter referred to as CITY) and GJEM Insurance Agency, Inc. / Otterstedt Insurance Agency, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the CITY professional risk management consulting services (as required in the bylaws of the New Jersey Intergovernmental Insurance Fund (FUND), and;

WHEREAS, the CITY desires these professional services pursuant to the resolution adopted by the governing body of the CITY at a meeting held January 1, 2022 and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

- I. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a) Assist the CITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
 - b) Assist the CITY in understanding the various coverages available from the New Jersey Intergovernmental Insurance Fund.
 - c) Review with the CITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the CITY's authorization, place such coverages outside the FUND.
 - d) Assist the CITY in the preparation of applications, statements of values, and similar documents requested by the Fund, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the CITY.
 - f) Review the CITY's assessment as prepared by the Fund and assist the CITY in the preparation of its annual insurance budget.

- g) Review the loss and generally assist the Safety Committee in its loss containment objectives.
 - h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT'S involvement does not include the work normally done by a public adjuster.
 - i) Perform any other risk management related services required by the FUND'S bylaws.
2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:
- a) The CONSULTANT shall be paid a fee as compensation for services rendered, an amount equal to *** 6.00% of the CITY's annual assessment as promulgated by the FUND. Said fee shall be paid to the CONSULTANT within (30) days of payment of the CITY's assessment. (Said fee is included in the CITY's assessment).
 - b) For any insurance coverages authorized by the CITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND'S assessment in computing the fee outlined in 2 (a).

The annual New Jersey Intergovernmental Insurance Fund costs paid in 2021 to the CONSULTANT was \$60,422.00. Additional ancillary policies earned to date commissions in 2021 payable to the CONSULTANT in the amount of \$2,456.60. Subject to any New Jersey Intergovernmental Insurance Fund increases which have not been released to date and changes in exposures to any policies the cost structure paid to the CONSULTANT should remain similar in 2022. Costs in 2022 are anticipated not to exceed \$ 70,000.00.

3. The term of this agreement shall be ONE (1) years. However, this agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the CONSULTANT'S fee outlined in 2(a) above shall be prorated to date of termination.

4. Political Contribution Disclosure: The within Agreement has been awarded to the Contractor based upon the merits and abilities of our agency to provide the services described herein. This Agreement was not awarded through "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

ATTEST:

CITY:

DATE: _____

ATTEST:

CONSULTANT:

Notar T. Mc

Geo

DATE: *11/5/21*



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-36

Appointment of OPRA Attorney Parker McCay, P.A. 2022



RESOLUTION NO. 2022-36

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING LAW OFFICES OF PARKER MCCAY, P.A. TO SERVE AS OPRA COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) wishes to appoint a licensed attorney/law firm to serve as “OPRA Counsel” for the City for the calendar year 2022; and

WHEREAS, during the term of its appointment, said attorney/law firm shall handle legal issues for the City which relate to Open Public Records Act matters, as well as such other legal matters as may be referred to it from time to time by the City Manager and/or the Mayor and Council (collectively referenced as the “services”); and

WHEREAS, on October 29, 2020, a formal “Request for Qualification” (the (“RFQ”) was issued by the City pursuant to the “Fair and Open” process described in N.J.S.A. 19:44A-20.4, et. Seq., seeking interested firms to provide "OPRA Counsel" for the City; and

WHEREAS, in accordance with the RFQ, the City received and opened proposals from interested firms on November 17, 2020; and

WHEREAS, following review and evaluation of the proposals received, the Mayor and Council have determined to appointed the law firm of Parker McCay, P.A. to serve as the City's "OPRA Counsel" for 2021; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the City Engineer’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”); and

WHEREAS, the OPRA Attorney has agreed to maintain his rates at the 2021 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The law firm of Parker McCay, P.A. is hereby appointed to serve as “OPRA Counsel” for the City for the calendar year 2022.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Parker McCay, P.A. for the aforementioned services, for the calendar year 2022, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Parker McCay, P.A. shall be paid an amount not to exceed \$40,000.00 for the services enumerated herein.
6. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, CMFO, Chief Financial Officer
 - c. Director of the N.J. Division of Local Government Services
 - d. Parker McCay, P.A.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-36 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

**SPECIAL COUNSEL
CONTRACT OF EMPLOYMENT**

THIS AGREEMENT, made this 1st day of January, 2022, between the **CITY OF ASBURY PARK**, a municipal corporate body politic, with its principal office located at 1 Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter referred to as the "City") and **PARKER McCAY P.A.**, a Firm of licensed New Jersey attorneys, with the Firm's principal office at 9000 Midlantic Drive, Suite 300, P. O. Box 5054, Mount Laurel, NJ 08054 (hereinafter referred to as the "Special Counsel"),

WITNESSETH the following:

WHEREAS, there exists a need for the City to obtain Special Counsel to provide legal services to the City for the year 2022 and appointment of a Special Counsel is authorized by State law;

WHEREAS, Parker McCay P.A. is a Firm of licensed New Jersey attorneys at law and is qualified and able to render legal services to the City as Special Counsel; and

WHEREAS, the Local Public Contracts Law [N.J.S.A. 40A:11-1, *et seq.*] permits the award of contracts for "professional services" without competitive bids, and the services contemplated to be rendered by the Special Counsel qualify as "professional services" under said law; and

WHEREAS, the City has reviewed existing appropriations of funds and represents that sufficient funds have been appointed to pay for the professional services rendered by the Special Counsel; and

WHEREAS, there is a need to reduce to writing the understanding and agreement that exists between the City and the Special Counsel;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. SCOPE & TERM - The Special Counsel agrees to provide the City general legal services more particularly described within this Agreement for the fees specified herein for a term of one year, between January 1, 2022 and December 31, 2022, or until a successor is qualified and appointed, whichever later occurs. **George M. Morris, Esquire**, a member of the Firm, will be the attorney principally responsible for providing legal services to the City during the term of this contract.

2. COMPENSATION - For and in consideration of the services to be performed by the Special Counsel on behalf of the City, the City agrees to pay promptly upon receipt of an appropriate voucher all charges for services rendered and costs expended. The Special Counsel's fee shall be based on the fee schedule annexed hereto.

3. BILLING PROCEDURE - In accordance with this contract, the Special Counsel will provide billings on a periodic basis which will cover all fees and costs rightfully due and owing for the services they have performed or the out-of-pocket expenses they have incurred on behalf of the City.

4. AUTHORIZATION OF WORK - The fees referred to herein shall be applicable to all legal services rendered to the City. The Mayor, City Manager, City Clerk, and Deputy City Clerk in her absence shall have the power to authorize work under this contract to the extent that there are funds appropriated.

5. DUTIES - The City hereby authorizes the Special Counsel to be the legal advisors to the City regarding matters referred to Special Counsel under this Contract.

6. RECORDS AND PAPERS - All papers, documents, memoranda, plans, specifications and reports, and all material relating to the administration of the office of municipal attorneys shall be and remain the property of the City. The Special Counsel, upon termination or expiration of this contract, shall forthwith surrender to their successor all such property together with a written consent to use all such materials in the best interest of the City.

7. PUBLIC OFFICIAL - It is recognized that the Special Counsel, while operating under this contract, will be performing services for the municipality. It is hereby understood and agreed that the Special Counsel acts as quasi-public officials, subject to the rights, duties and privileges that such an office entails, including any and all rights, privileges and immunities the Special Counsel may enjoy under the New Jersey Tort Claims Act [N.J.S.A. 59:1-1, et seq.].

8. LIMITATIONS ON SCOPE OF WORK - This contract contemplates that the Special Counsel will provide the services outlined within this contract for the funds provided. However, this contract further contemplates that there will be no unusual, unreasonable or material changes in the required scope of legal services delineated herein which will frustrate the desired goals of the parties. In the event that either party shall determine in its or their opinion that the above situation has occurred, said party shall notify the other party to this contract, and upon such a determination the parties agree that the City may terminate further services in connection with the projects herein described until and unless additional funds are lawfully provided by the City, and the written contract, covering the services to be performed has been entered into between the parties hereto.

9. POLITICAL CONTRIBUTION DISCLOSURE. The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement,

nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

10. TERMINATION - The Special Counsel's contract with the City shall be deemed terminated upon action by the City Council and City Manager.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

CITY OF ASBURY PARK

A municipal corporation of New Jersey

By: _____
JOHN MOOR, MAYOR

ATTEST: _____
Melody Hartsgrove, RMC/CMR
City Clerk

PARKER McCAY P.A.

A Firm of Attorneys-at-Law

By: _____
GEORGE M. MORRIS, ESQUIRE
A Member of the Firm

ATTEST: _____
CAROLYN J. RUTSKY, CFO/COO
PARKER McCAY P.A.



PARKER McCAY

FEE SCHEDULE

PARKER McCAY P.A. 2022 FEE SCHEDULE OPRA Attorney

- | | | |
|------|--|---|
| I. | For services rendered to the municipality, including, but not necessarily limited to, telephone conferences; drafting ordinances, resolutions, contracts and other documents; legal research (other than in connection with litigated matters); opinion letters; travel and attendance at meetings; and any other general legal services not pertaining to or connected with litigation or bond issues | \$205.00 per hour
blended rate |
| II. | Labor negotiations and related services | \$215.00 per hour
blended rate |
| III. | Legal work in connection to bond issues, including review of bond counsel's submissions, and general advice concerning entire matter, as well as any follow-up work relating to re-issues, opinion letters, and any other services specifically dealing with bond issues | To Be Based
Upon Size of
Bond Issue |



FEE PROPOSAL

- IV. Motions to file late notices of tort claim; pre-litigation management of claims; and the defense of claims falling under the New Jersey Tort Claims Act, which do not involve claims also brought under 42 U.S.C. Section 1983 and/or the United States Constitution; and other litigation matters. \$235.00 per hour for all attorneys
- V. Paralegals, Law Clerks \$100.00 per hour
- VI. Costs:

Photocopying; travel; postage, filing fees, deposition costs, and the like, if advanced by the firm, shall be reimbursed to the firm on a dollar-for-dollar basis.

Itemized statements showing services rendered and disbursements made by the firm on behalf of the municipality will be submitted on a monthly basis, together with an appropriate voucher for payment.

****The Firm reserves the right to negotiate a different hourly rate on matters involving particular expertise, such as in the areas of Mt. Laurel II/Affordable Housing Litigation; Employment Litigation; Environmental Litigation; Redevelopment matters; and other sophisticated areas of practice calling for a specialized knowledge of law, as well as developer and land use escrow accounts, civil rights issues and prerogative writ matters, and tax court matters within a range between \$205.00 and \$275.00 per hour, subject to approval of the governing body and/or the Township Administration.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-37

Affordable Housing Appointment Kyle & McManus 2022



RESOLUTION NO. 2022-37

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF KYLE + MCMANUS ASSOCIATES, LLC TO PERFORM PROFESSIONAL AFFORDABLE HOUSING PLANNING AND/OR CONSULTING SERVICES

WHEREAS, there is a need for the City of Asbury Park (the “City”) to appoint a licensed Planner/Consultant to perform certain professional affordable housing planning and/or consulting services (the “services”) for the City, for the time period from January 1, 2022 through December 31, 2022; and

WHEREAS, on October 29, 2020, a formal “Request for Qualification” (the (“RFQ”)) was issued by the City pursuant to the “Fair and Open” process described in N.J.S.A. 19:44A-20.4, et. Seq., seeking interested firms to provide professional affordable housing planning and/or consulting services for the City; and

WHEREAS, in accordance with the RFQ, the City received and opened proposals from interested firms on November 17, 2020; and

WHEREAS, following review and evaluation of the proposals received, the Mayor and Council have determined to appoint the firm of Kyle + McManus Associates to serve perform professional affordable housing planning and/or consulting services for the City for calendar year 2021; and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) ; and

WHEREAS, the firm of Kyle + McManus has agreed to maintain his rates at the 2021 levels; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the City Engineer’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firm of Kyle + McManus Associates is hereby appointed to perform professional affordable housing planning and/or consulting services for the City for the calendar year 2022.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Kyle + McManus Associates for the aforementioned services, for the calendar year 2021, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS
5. Kyle + McManus Associates shall be paid an amount not to exceed \$30,000.00 for the services enumerated herein.
6. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, CMFO, Chief Financial Officer

- c. Director of the N.J. Division of Local Government Services
- d. Kyle + McManus Associates

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-37 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

**CONTRACT FOR PROFESSIONAL PLANNING SERVICES
AS AFFORDABLE HOUSING PLANNER (ANNUAL CONTRACT)
FOR THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY**

THIS AGREEMENT is made as of this _____ day of _____, _____

BETWEEN:

City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

hereinafter referred to as CLIENT

AND

Kyle + McManus Associates, LLC
2 East Broad Street, 2nd Floor
PO Box 236
Hopewell, NJ 08525

who shall be the AFFORDABLE HOUSING PLANNER hereinafter referred to as PLANNER.

WHEREAS, the CLIENT desires to engage the PLANNER to serve as the Affordable Housing Planner for the purpose of rendering planning services when the need arises and upon the request of the Governing Body; and

WHEREAS, by entering into this CONTRACT, the CLIENT acknowledges that the services to be performed by the PLANNER shall be considered a "Professional Service" in accordance with N.J.S.A. 40A:11-1 et. seq.; and

WHEREAS, Elizabeth McManus, PP, AICP of Kyle + McManus Associates, LLC shall be designated as the Affordable Housing Planner on behalf of the CLIENT; and

WHEREAS, PLANNER certifies that it is in compliance with Pay-to-Play Laws, P.L.2004, c.19 and P.L.2005, c.271, including any applicable local ordinance(s) addressing political contributions, effective as of the date of this agreement.

NOW, THEREFORE, the CLIENT and PLANNER, in consideration of their mutual covenants and promises, agree as follows:

SECTION I -- PROFESSIONAL SERVICES OF THE PLANNER

The PLANNER shall provide basic professional planning services as required by CLIENT which may include the following:

1. Serve as an affordable housing consultant to the CLIENT;
2. Provide technical and planning advice to the CLIENT;
3. Review the applications, reports, and plans submitted by others to the CLIENT;

4. Consult with others and the CLIENT with respect to the foregoing matters, and all other planning matters, related to the duties and responsibilities of the CLIENT;
5. Furnish pertinent reports, counseling, and advice to the CLIENT as required;
6. Serve as an affordable housing planning consultant to the Governing Body, Planning Board and other municipal officials, boards, commissions and bodies of the CLIENT.
7. Review and/or prepare Master Plans and development ordinances as requested by the CLIENT.
8. Provide professional planning and zoning studies, reports and testimony as requested by the CLIENT.
9. Perform such other duties and functions as may be requested by the CLIENT; and
10. Attend meetings of the CLIENT as directed.

SECTION II -- CLIENT'S RESPONSIBILITIES

The CLIENT agrees to:

1. Make such records and information available to the PLANNER as may be required to assist him in the performance of his duties.
2. Authorize and direct committees, employees, and agents of the CLIENT to consult with the PLANNER at all reasonable times upon the request of the PLANNER regarding:
 - A. The work and services to be done or rendered by the PLANNER and/or others in the employ of the CLIENT;
 - B. The applications, plans, and reports to be reviewed by the PLANNER, submitted by others to the CLIENT;
 - C. The coordination of PLANNER'S professional services for any project or application; and,
 - D. Any and all other matters, as requested by the PLANNER, relating to the work and services of the PLANNER.
3. Submit to the PLANNER all relevant applications, plans, and reports prepared by others within such time to allow PLANNER ample opportunity to properly review same, consult with respect thereto and to make any necessary reports to the CLIENT, without the PLANNER causing a delay in the progress of the work.
4. Authorize the PLANNER to undertake additional services related to special projects ("Additional Services") if deemed necessary. Such authorization shall be by resolution of the CLIENT and memorialized in writing between the parties prior to commencement of said services. The PLANNER

shall be compensated for Additional Services in accordance with the negotiated fee agreed to between CLIENT and PLANNER, which shall be memorialized in the resolution authorizing the Additional Services.

SECTION III -- COMPENSATION OF THE PLANNER

1. For the services rendered by the PLANNER under this Agreement, the CLIENT shall pay and the PLANNER shall receive the following described sums:

- A. Professional Services:

For all professional services provided pursuant to Section I of this Agreement, the PLANNER shall be compensated at a rate consistent with Exhibit B. On any task for which the PLANNER is to be compensated from an escrow account for review and/or inspection services, CLIENT shall cooperate with the PLANNER and communicate the escrow account status throughout the extent of the application process or construction to assist PLANNER in ensuring that there are adequate funds for the services requested. At any time an escrow account is less than \$1,500, CLIENT shall provide immediate notice to PLANNER so that PLANNER can assess the prospective services requested and compare same to the escrow account balance prior to any further performance. All other work performed by staff other than the PLANNER will be billed in accordance with the Rate Schedule attached as Exhibit B.

- B. Additional Services:

For the additional services performed under Section II of this Agreement, the PLANNER shall be compensated in accordance with the negotiated fee as set forth in writing between the parties.

- C. Attendance at Meetings:

The PLANNER shall attend scheduled workshop and public meetings of the CLIENT as requested. The PLANNER shall be compensated for said meetings at a consistent with Exhibit B. PLANNER shall be compensated for a minimum of two (2) hours of time for each meeting.

- D. Travel Expenses

The PLANNER shall not charge for travel time or mileage for regularly scheduled public Planning Board or Zoning Board of Adjustment meetings. Travel and mileage for all other meetings shall be paid consistent with Exhibit B.

- E. Additional Expenses:

Expenses for postage and production of documents (including photo copies and color and/or other exhibits) and all other expenses specifically related to the work performed under this Agreement shall be reimbursed to the PLANNER in accordance Exhibit B.

2. Vouchers or invoices shall be issued monthly for services performed. Such billings shall be due when rendered. In the event CLIENT or a Developer/Applicant has a dispute with an invoice (or any portion of an invoice), CLIENT or Developer/Applicant shall nevertheless pay all undisputed invoices, or undisputed portions thereof, no later than 60 days from the date of the invoice. PLANNER agrees to negotiate any and all disputes in good faith with an effort of resolving the dispute within sixty (60) days of the subject invoice date.
3. In the event CLIENT requires PLANNER'S services beyond the termination date specified in SECTION V, PLANNER'S Schedule of Rates shall be subject to an equitable adjustment in January to reflect changes in the various elements that comprise the rates. All adjustments will be in pursuant to an agreement reached between the CLIENT and the PLANNER reduced to writing and deemed a modification of this Agreement.

SECTION IV -- PERIOD OF SERVICE

1. This Agreement shall have an effective commencement date of January 1, 2022 and shall terminate on December 31, 2022. Should the PLANNER'S services be required beyond that time, the PLANNER'S compensation for such work shall be subject to renegotiation, provided however, compensation shall not be lower than the rate provided in this agreement.

SECTION V -- STATUS OF PLANNER

1. To the extent permitted by law, the PLANNER, when engaged in the performance of duties and services as AFFORDABLE HOUSING PLANNER set forth herein (including specifically in Section I hereof), shall, only in the event of litigation, have the status of an agent of the Municipality for the sole and limited purposes of Title 59 Immunity (P.L.1972, c.45) allowing PLANNER to therefore be entitled to all immunities normally afforded to a MUNICIPAL employee or agent under Title 59.
2. The CLIENT, subject to appropriation and availability of funds, authorizes the PLANNER to secure any and all professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is expressly agreed and understood that services will be provided and certain functions will be performed on behalf of the CLIENT, pursuant to the terms of this proposal, by employees of Kyle + McManus Associates.
3. The professional, technical and non-technical staff referred to in subpart 2 hereof, when they are engaged on behalf of the CLIENT in the performance of the duties and services referred to in Section I hereof, shall be afforded Title 59 Immunity, to the extent permitted by law, as set forth in subpart 1, hereof.

SECTION VI -- OWNERSHIP AND REUSE OF DOCUMENTS

1. All final plans and specifications, ordered by the CLIENT and prepared by the PLANNER shall become the joint property of the CLIENT and the PLANNER. At the completion of work or in the event of termination, all work sheets and internal office communications of the PLANNER, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the PLANNER, as instruments of service. The CLIENT, at its expense, may obtain extra prints of final drawings and specifications.
2. All documents including drawings and specifications prepared by the PLANNER pursuant to this Agreement are Instruments of Service with respect to a specific project. They are not intended or represented to be suitable for reuse of the CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by the PLANNER for the specific purpose intended will be at the CLIENT's sole risk, with no liability or exposure to PLANNER; and the CLIENT shall indemnify and hold harmless PLANNER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such unauthorized use. Any such verification or adaptation will entitle PLANNER to further compensation at rates to be agreed upon by the CLIENT and PLANNER.

SECTION VII -- INSURANCE AND INDEMNIFICATION

1. PLANNER shall secure and maintain Workman's Compensation Insurance (as required by Law) and General Liability Insurance (as required by contract) to protect the PLANNER and/or Its Employees and agents from claims for bodily injury, death or property damage which may arise from the performance of services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 with a \$2,000,000 excess liability coverage. The PLANNER shall provide Certificates of Insurance to the CLIENT prior to the performance of any services.
2. PLANNER shall also provide and maintain Professional Liability (Errors and Omissions) Insurance for claims which arise from any negligent performance of the PLANNER pursuant to this agreement. The limits of PLANNER'S Professional Liability insurance are currently \$1,000,000 per claim.
3. The CLIENT acknowledges that although the PLANNER is to cooperate with and make recommendations to the CLIENT with respect to planning matters related to the services provided by PLANNER, the final decisions are within the CLIENT's discretion and are to be made by the CLIENT.
4. The PLANNER shall not be liable in any way for any decision of the CLIENT (or consequences thereof) which (i) are not in accordance with the recommendations of the PLANNER, or (ii) are based on or related to any failure on the part of the CLIENT to accept or follow any recommendations of the PLANNER. In such event, the CLIENT hereby releases the PLANNER from any and all liability and waives any and all claims against the PLANNER arising out of or relating to any such decisions or the consequences thereof, and agrees to indemnify, defend, and save harmless the PLANNER against loss, liability, claim, damage, and expense, including reasonable counsel fees, arising out of or relating to any such decisions or the consequences thereof.

5. PLANNER agrees subject to the provisions herein, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by PLANNER's negligent acts, errors or omissions (and those of his or her contractors, subcontractors or consultants or anyone for whom the PLANNER is legally liable) in the performance of professional services under this Agreement.
6. The CLIENT agrees subject to the provisions herein, to indemnify and hold PLANNER harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions.

SECTION VIII -- LITIGATION AND ADDITIONAL INVESTIGATION

1. If requested by the client or directed by subpoena or court order, or in response to an Open Public Records Act ("OPRA") request, the PLANNER shall prepare for AND appear in litigation matters or provide project documents on behalf of the CLIENT or make investigations or reports in connection therewith in accordance with Exhibit B, specifically the Public Client Litigation Rate Schedule, or other consideration for such additional compensation as the PLANNER and CLIENT shall previously agree to in writing.

SECTION IX -- ENTIRE AGREEMENT

1. This Agreement represents the entire agreement between the CLIENT and the PLANNER relating to the subject matter hereof and no representations or agreements made by either party or by any representative of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party.
2. No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification.

SECTION X -- STATUTORILY REQUIRED AFFIRMATIVE ACTION CLAUSES

1. The PLANNER and the CLIENT hereby incorporate by reference into this Agreement the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127 and N.J.S.A. 10:5-31, as amended and supplemented from time to time, and PLANNER agrees to comply fully with the terms, provisions and conditions of Subsection 3.4(a), and Section 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations. The Affirmative Action Language set forth in Exhibit A is also made a part hereof.

SECTION XI -- AMERICANS WITH DISABILITIES ACT

1. The PLANNER and the CLIENT do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 ("Act") (U.S.C. Sec. 12101 et seq.), which prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement.

SECTION XII -- CONTROLLING LAW

1. The laws of the State of New Jersey shall govern this Agreement.

SECTION XIII -- SUCCESSORS AND ASSIGNS

1. Each Party to the Agreement is hereby bound to the terms and conditions contained in this Agreement and the legal representatives, successors and assignees of this Agreement, if any, shall also be bound to the terms and conditions contained herein.

SECTION XIV - SEVERABILITY

1. Any provision of this Agreement held to be void and unenforceable under any law or regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon the parties to this Agreement.

SECTION XV - TERMINATION OF APPOINTMENT

1. The parties agree that this agreement is a professional services contract and that Client may terminate the Planner at any time during the course of the contract term with or without cause.

IN WITNESS WHEREOF, the CLIENT and PLANNER have caused this Instrument to be executed in its respective name and behalf as of the day and year herein written.

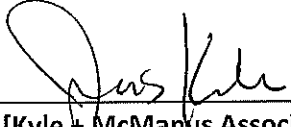
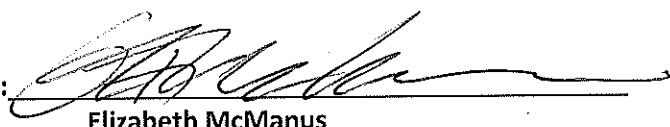
WITNESS

City of Asbury Park

BY: _____ BY: _____
 [Municipal Witness] [Municipal Signature]

WITNESS

KYLE MCMANUS ASSOCIATES, LLC

BY:  BY: 
 [Kyle + McManus Associates, LLC Witness] Elizabeth McManus
 Principal

Attachment: Kyle + McManus- Affordable Housing Planner (2022-37 : Affordable Housing Planner Appointment 2021)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-38

Labor Counsel Appointment Genova Burns, LLC 2022



RESOLUTION NO. 2022-38

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING LAW OFFICES OF GENOVA BURNS, LLC TO SERVE AS LABOR COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) wishes to appoint a licensed attorney/law firm to serve as “Labor Counsel” for the City for the year 2022; and

WHEREAS, during the term of its appointment, said attorney/law firm shall handle legal issues for the City which relate to labor matters, as well as such other legal matters as may be referred to it from time to time by the City Manager and/or the Mayor and Council (collectively referenced as the “services”); and

WHEREAS, the Mayor and Council have determined to appoint the firm of Genova Burns, LLC., as “Labor Counsel” for the City for 2022; and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the firm of Genova Burns, LLC., has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure Form, which certifies they have not made any reportable contributions to a political or candidate committee in the City of Asbury Park in the previous one year and that the contract will prohibit the Professional from making any reportable contributions through the term of the contract; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

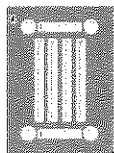
1. The law firm of Genova Burns, LLC is hereby appointed to serve as “Labor Counsel” for the City for the calendar year 2022.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Genova Burns, LLC for the aforementioned services, for the calendar year 2022, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq*
5. Legal services rendered to the City of Asbury Park by the Firm Genova Burns, LLC., or any other attorney of the firm Genova Burns, LLC at the following rates of:
Partners: \$165.00
Counsel: \$165.00
Of Counsel: \$165.00
Senior Associates: \$165.00
Junior Associates: \$165.00
Paralegals: \$90.00, as referenced in the attached proposal.
6. The Business Entity Disclosure Certification, Political Contribution Disclosure Form, Business Registration Certificate, the Determination of Value and the proposal of the Professional are on file and available for public inspection at the office of the Municipal Clerk.
7. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager

- b. Michael J. Manzella, Deputy City Manager
- c. JoAnn Boos, CMFO, Chief Financial Officer
- d. Tracy Lizardi, Director of Purchasing, Assistant CFO
- e. Law Offices of Genova Burns, LLC

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-38 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



**GENOVA
BURNS**
ATTORNEYS-AT-LAW

Genova Burns LLC
494 Broad Street, Newark, NJ 07102
Tel: 973.533.0777 Fax: 973.533.1112
Web: www.genovaburns.com

Rajiv D. Parikh, Esq.
Partner
Member of NJ and NY Bars
rparikh@genovaburns.com
Direct: 973-535-4446

November 12, 2021

VIA UPS

Melody Hartsgrove, City Clerk
City of Asbury Park
Municipal Plaza
Asbury Park, New Jersey 07712

Re: Agreement Regarding Legal Services

Dear Mayor Moor, Deputy Mayor Quinn, Honorable Members of the City Council, Ms. Vieiro and Ms. Hartsgrove:

We are pleased to have this opportunity to provide legal services to you. This correspondence is intended to inform you of the terms and conditions for our engagement for the matter described in detail below:

Client: City of Asbury Park, Municipal Plaza, Asbury Park, NJ 07712, referred to as "You and "Your", AND **Genova Burns LLC**, 494 Broad Street, Newark, NJ 07102, referred to as "we" or "us".

Scope of Services: **Labor Counsel**, and any other matters as assigned by you that we accept.

The legal services to be provided includes, if necessary, all court appearances, administrative proceedings, conferences, closings, negotiations, meetings, research, investigation, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation and related work including opinion letters.

Legal Fees and Result: We cannot predict or guarantee what your final bill will be. This will depend on the amount of time spent on your case and the amount of other expenses. Moreover, we cannot predict or guarantee the result of our representation in this matter.

Attachment: Genova Burns -Labor Counsel (2022-38 : Labor Counsel Appointment 2022)



Melody Hartsgrove, City Clerk
 November 12, 2021
 Page 2

Hourly Rate: You agree to pay us for legal services at the following hourly rates for services of all attorneys and paraprofessionals. These rates may change from time to time if our regular billing rate changes. You will be given at least thirty (30) days' notice of any change in rates.

<u>Partners:</u>	\$165.00
<u>Counsel:</u>	\$165.00
<u>Of Counsel:</u>	\$165.00
<u>Senior Associates</u>	\$165.00
<u>Junior Associates</u>	\$165.00
<u>Paralegals:</u>	\$ 90.00

All Services Will Be Billed: You will be billed at the hourly rates set forth in above for all services rendered. All services are billed in increments of 1/10th of an hour. This includes telephone calls (minimum charge of six [6] minutes), drafting and reviewing letters, travel time to and from meetings and court, legal research, preparation of pleadings and documents, negotiations and any other services related to your matters, as required.

Future Proceedings: You agree that if the firm or an attorney of our firm is subpoenaed, deposed, called to testify or required to respond to discovery sought from the firm or attorney in the context of legal proceedings concerning any aspect of the legal services that we provide for you, we will be compensated for that person's services in connection therewith (including preparation) at his or her customary hourly rate to clients at the time of such proceedings. You also agree that we will be entitled to full reimbursement for costs incurred in connection with the production of documents in response to subpoenas and demands for the production of documents issued in any such proceedings. Your obligations under this provision will survive any termination of our representation (whether by you or by us).

Costs and Expenses: In addition to legal fees, you must pay the following costs and expenses if they become necessary: experts' fees, court costs, filing fees, recording fees, accountants' fees, appraisers' fees, service fees, investigator fees, computerized legal research costs, electronic discovery collection, processing and hosting costs, deposition costs, messenger services, delivery charges, photocopying and supply charges, travel expenses, secretarial overtime, if necessary, and any other necessary costs and expenses in this matter. Expert fees

Attachment: Genova Burns -Labor Counsel (2022-38 : Labor Counsel Appointment 2022)



Melody Hartsgrove, City Clerk
 November 12, 2021
 Page 3

will be discussed with and approved by you prior to being incurred. We may require that expert(s) be retained directly by you. You would then be solely responsible to pay the expert(s).

Statements: We will send you itemized statements on a monthly basis; although, in some instances we may defer sending you statements for one or more months. We may require that costs and expenses be paid in advance. All other statements for costs and legal expenses are due upon receipt. Each statement sets forth the service performed, the time expended and date performed. If we email statements to you, hard copies will be provided only upon your request.

Payment Due: Statements are due and payable by you upon receipt. We will deem a statement past due after thirty (30) days. We reserve the right to add a finance charge of six (6%) percent on all past due invoices. When a statement becomes past due, we reserve the right to terminate our services to you and proceed to pursue a collection action against you for unpaid invoices. The attorney fees and costs incurred in the collection matter, including an allowance for professional time expended by attorneys in our firm at their customary rates and reasonable expenses, will be included as part of our claim against you. You will be responsible for these additional attorney fees and costs whether the collection efforts are pursuant to our participation in the Supreme Court mandated fee arbitration program (R.1:20A) or as part of a law suit filed in state or federal court.

Retention of the Entire Firm: You have retained the entire law firm. While one attorney shall be primarily responsible for your matter and will directly supervise all aspects of it, we reserve the right to assign certain portions of the work in representing you to other attorneys within the firm.

Your Responsibility: You must fully cooperate with us and provide all information relevant to the issues involved in your matters. You must also pay all statements as required by this Agreement. You must promptly notify us of any change in your address, telephone number(s), email address(es) or other contact information. You can reduce your legal fees substantially by complying with our requests for information on a timely basis and in an organized form. If you do not comply with these requirements, we may withdraw from representing you consistent with our ethical obligations to you, at which time you will pay us the full amount owed to us.

Attachment: Genova Burns -Labor Counsel (2022-38 : Labor Counsel Appointment 2022)



Melody Hartsgrove, City Clerk
 November 12, 2021
 Page 4

Termination: You are free to obtain a new attorney at any time. In such event you will notify us in writing of your desire to obtain a new attorney as soon as possible. You will pay us what you owe up to the time of that written notice. We will forward a copy of your file to the attorney of your choice. You or your new attorney will be responsible for the costs of such duplication of your file. If permission from a Court is required to transfer your file to your new attorney, he or she shall have the responsibility for obtaining that permission. Additionally, we retain our right to terminate our representation of you, at any time and for any reason, in compliance with any applicable rules governing our professional conduct, and in accordance with any applicable orders of court.

Fee Arbitration: In the event of any fee dispute with you, you have the option to refer the matter to the appropriate Fee Arbitration Committee established by the New Jersey Supreme Court (R.1:20A). If you elect to pursue the fee dispute through fee arbitration, we will provide you with the applicable court rules for submission to fee arbitration upon your request and in accordance with any obligations to do so under applicable Court Rules.

Forum Selection: In the event of any dispute relating to this Agreement and/or the parties' relationship that cannot be resolved through fee arbitration (as set forth herein), you and we agree to the exclusive jurisdiction of the state and federal courts of New Jersey to hear and resolve such disputes.

Competent Services: We agree to provide conscientious, competent, ethical and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. Our goal is the best net result for you, taking our fees and your costs into consideration.

No Guarantee: However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, we cannot and do not warrant, predict or guarantee results or the final outcome of any case or matter.

Reimbursement for Fees: If the nature of your case or matter seeks reimbursement from another party, insurer, or entity for your legal fees, we shall not endeavor to obtain such reimbursement for you.

Electronic Communications: It has become customary for attorney-client communications to use electronic mail transmitted via the internet, including the use of online commercial e-mail

Attachment: Genova Burns -Labor Counsel (2022-38 : Labor Counsel Appointment 2022)



Melody Hartsgrrove, City Clerk
November 12, 2021
Page 5

services that store information on their servers, notwithstanding that such use and storage may heighten the risk of inadvertent or unintended disclosures or other adverse consequences occurring. You hereby confirm that you invite and prefer the use of such communications and services, and of cellular telephones, text messaging and fax transmissions, because of their efficiency and convenience. You also confirm that you are aware of and accept the risks of any adverse consequences, which could include the loss of attorney-client privilege, attorney work product confidentiality, or other protections and the risk of inadvertent disclosure of your confidential information.

Technology: To enhance the efficiency of our practice, we use, and may further use, a variety of technology, including third party cloud based platforms to store documents, analyze discovery, communicate with clients and other activities. You consent to our use of these services to store your files, communicate with you and carry out other necessary tasks related to our representation.

Signatures: All of us have read and agree to this Agreement and are authorized to execute same on behalf of the entity(s) identified below. We have answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement. Any electronic or facsimile signature shall be deemed an original.

Very truly yours,

GENOVA BURNS LLC



RAJIV D. PARIKH

Approved and Agreed:

CITY OF ASBURY PARK

By: _____
MELODY HARTSGROVE, City Clerk

#16204761 (9998.070)

Genova Burns LLC

Newark, NJ * New York, NY * Camden, NJ * Lambertville, NJ * Philadelphia, PA * Jersey City, NJ * Rockton, NJ

Packet Pg. 220

Attachment: Genova Burns -Labor Counsel (2022-38 : Labor Counsel Appointment 2022)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-39

Resolution appointing CGP&H LLC as Affordable Housing Administrative Agent for the year 2022



RESOLUTION NO. 2022-39

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPOINTING COMMUNITY, GRANTS, PLANNING & HOUSING LLC TO SERVE AS AFFORDABLE HOUSING ADMINISTRATIVE AGENT FOR THE CITY OF ASBURY PARK.

WHEREAS, the City of Asbury Park (the “City”) wishes to appoint Community, Grants, Planning & Housing LLC (CGP&H LLC) to serve in the capacity of Affordable Housing Administrative Agent for the City;

WHEREAS, the Mayor and Council have determined to appoint CGP&H LLC, as Affordable Housing Administrative Agent commencing on January 1, 2022 and continuing through December 31, 2022, or until a successor is duly appointed and qualified; and

WHEREAS, said appointment may thereafter be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, because the services will be performed by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Community, Grants, Planning & Housing LLC, services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That Community, Grants, Planning & Housing LLC is hereby appointed to serve as Affordable Housing Administrative Agent for the City for the period commencing on January 1, 2022 and continuing through December 31, 2022, or until a successor is duly appointed and qualified. This appointment may thereafter be renewed upon further action of the City Council.
2. That the Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Community, Grants, Planning & Housing LLC, which is consistent with the proposal and which is in a form satisfactory to the Municipal Attorney.
3. That said contract is awarded as a “professional service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. That said contract has been awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law.
5. The Business Entity Disclosure Certification, Political Contribution Disclosure Form, Business Registration Certificate, the Determination of Value and the proposal of the Professional are on file and available for public inspection at the office of the Municipal Clerk.
6. That notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Community, Grants, Housing & Planning;
 - b. Donna Vieiro, City Manager;
 - c. Michael J. Manzella, Deputy City Manager;
 - d. PFK O'Connor Davies, City Auditor;
 - e. JoAnn Boos, Chief Financial Officer;
 - f. Tracy Lizardi, Director of Purchasing, Assistant CFO; and
 - g. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-39 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the City of Asbury Park (hereinafter referred to as "City"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the City and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the City Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2022 for a period of twelve (12) months terminating at the close of business on the 31st day of December, 2022. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and City Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.

- d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.
4. CGP&H hereby represents to the City that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the City of Asbury Park during the period set forth herein above.
6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the City of Asbury Park as evidenced by a duly adopted Resolution.
7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the City showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the City of Asbury Park harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the City of Asbury Park Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

CITY OF ASBURY PARK

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

WITNESS:

CGP&H, LLC

NAME: Mateusz Pitrus

NAME: Randall Gottesman, PP

TITLE: Business Operations Associate

TITLE: President

DATE: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-40

Appointing the Firm of Surenian, Edwards & Nolan, LLC
To Serve as Special Affordable Housing Counsel



RESOLUTION NO. 2022-40

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPOINTING THE FIRM OF SURENIAN, EDWARDS & NOLAN, LLC TO SERVE AS SPECIAL AFFORDABLE HOUSING COUNSEL FOR THE CITY OF ASBURY PARK.

WHEREAS, the City of Asbury Park (the “City”) wishes to appoint a licensed attorney/law firm to serve in the capacity of “Special Affordable Housing Counsel” for the City, for the year 2022; and

WHEREAS, the Special Affordable Housing Counsel shall handle affordable housing matters involving the City during the term of its appointment, per the direction of the City Manager (the “services”); and

WHEREAS, the law firm of Surenian, Edwards & Nolan, LLC specializes in providing affordable housing legal services to municipalities and is well suited to provide the services to the City; and

WHEREAS, the Mayor and Council have determined to appoint the law firm of Surenian, Edwards & Nolan, LLC to this position for the period from January 1, 2022 through December 31, 2022, or until a successor is duly appointed and qualified; and

WHEREAS, said appointment may thereafter be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, because the services will be performed by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Special Affordable Housing Counsel’s services may exceed \$17,500.00; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the law firm of Surenian, Edwards & Nolan, LLC is hereby appointed to serve as Special Affordable Housing Counsel for the City for the period commencing on January 1, 2022 and continuing through December 31, 2022, or until a successor is duly appointed and qualified. This appointment may thereafter be renewed upon further action of the City Council.
2. That the Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and the law firm of Surenian, Edwards & Nolan, LLC., which is in a form satisfactory to the Municipal Attorney.
3. That said contract is awarded as a “professional service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. That said contract has been awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law.
5. That there shall be a cap on expenditures associated with this contract in the total amount of \$120,000. Expenditures beyond that total amount shall require further approval from the City Council.
6. That notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Surenian, Edwards & Nolan, LLC;
 - b. Donna Vieiro, City Manager;
 - c. Michael J. Manzella, Deputy City Manager;
 - d. JoAnn Boos, Chief Financial Officer;
 - e. Tracy Lizardi, Director of Purchasing, Assistant CFO;
 - f. Edward Sasdelli, Fiscal Monitor; and
 - g. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-40 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ day of January 2022 by and between:

City of Asbury Park, a Municipal Corporation of the State of New Jersey
One Municipal Plaza
Asbury Park, NJ 07712

Hereinafter referred to as the "CITY"

And: **SURENIAN, EDWARDS & NOLAN LLC**
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742

Hereinafter referred to as "Special Counsel", "Contractor" or "Firm"

WITNESSETH:

1. The City hereby appoints and employs the Special Counsel to assist the City and its legal counsel in helping the City address its responsibilities with respect to its affordable-housing obligations in any proceeding involving (a) a New Jersey court of competent jurisdiction, and/or (b) the New Jersey Council on Affordable Housing ("COAH") should it resume its duties.

2. Special Counsel shall bill the City at the following rates:

- (a) \$200.00 per hour for all time spent by Jeffrey R. Surenian or Michael J. Edwards;
- (b) \$185.00 per hour for all time spent by Erik C. Nolan;
- (c) \$175.00 per hour for all time spent by AnnMarie Harrison, Nancy L. Holm, or Christine Faustini;
- (c) \$90.00 per hour for all paralegal work;
- (d) For any new hires, Firm will communicate with the City prior to the commencement of any work.

3. The City shall pay all disbursements incurred by the Firm, at the Firm's normal rate, such as, but not limited to, photocopying and printing charges (at \$0.25 per page); facsimile charges (at \$1.00 per page); telephone charges; travel expenses, mileage (at standard IRS rate, plus tolls); video conferencing charges; scanning charges (at \$0.25 per page); messenger fees; filing fees; recording fees, etc.

4. The Special Counsel shall bill the City on a monthly basis. In the event that the bills exceed the amount budgeted, the City shall either make another appropriation or advise the Special Counsel to stop work immediately.

5. The City shall pay all bills within forty-five (45) days from date mailed.

6. As a prerequisite to payment, Special Counsel shall complete and execute vouchers provided by the City, which the Firm shall be free to submit with each bill, so that said bill may be paid upon approval.

7. The Firm is aware that the City has enacted Section 2-76 of the Asbury Park City Code, which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations, to any City of Asbury Park candidate or holder of the public office within the City having ultimate responsibility for the award of their contracts, or to any City of Asbury Park or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Asbury Park municipal candidates or municipal officeholders. The parties hereby recognize that the Firm is subject to this prohibition. It shall, therefore, be a breach of this Agreement for

the Firm to violate the requirements of Section 2-76 of the City Code during the term of this Agreement.

8. Political Contribution Disclosure: The within Agreement has been awarded to the Firm based upon the merits and abilities of the Firm to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Attorney's Law Firm, and the Law Firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of the Law Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Firm's eligibility to perform this Agreement, nor will Law Firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

9. Attached hereto and incorporated herein are:

Attachments

- Mandatory Equal Employment Opportunity Language
- Affirmative Action
- Americans with Disabilities Act language
- Business Entity Disclosure Certification
- Political Contribution Disclosure Form
- W9

- Disclosure of Investment Activities in Iran
- Certificate of Liability Insurance
- Business Registration Certificate

10. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this Agreement with the surviving portion remaining in full force and effect.

11. The terms of this Agreement shall be in effect from January 1, 2022 until December 31, 2022.

CITY OF ASBURY PARK

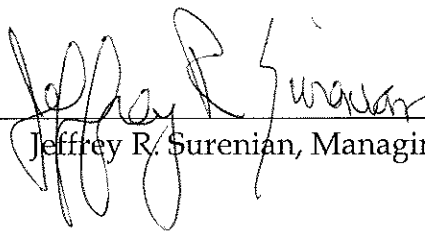
ATTEST:

By

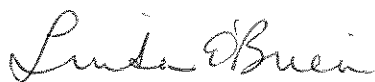
, Mayor

SURENIAN, EDWARDS & NOLAN LLC

By


Jeffrey R. Surenian, Managing Member

Sworn and subscribed to before me on
this 27 day of OCTOBER, 2021



A Notary Public of New Jersey
My commission expires:

LINDA O'BRIEN
A Notary Public of New Jersey
My Commission Expires July 25, 2022

SURENIAN, EDWARDS & NOLAN LLC

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Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-41

Resolution Appointing City Prosecutor James Butler



RESOLUTION NO. 2022-41

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPOINTING CITY PROSECUTOR

WHEREAS, the City of Asbury Park has a need to engage the services of a City Prosecutor for the year 2022, to provide services as per N.J.S.A. 2B:25-5 et. al.; and

WHEREAS, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et.seq.) (“Act”); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Municipal Prosecutor in 2022 without undertaking a new “fair and open” process so long as the Municipal Prosecutor is not increasing his rates over the 2021 levels; and

WHEREAS, the Municipal Prosecutor has agreed to maintain his rates at the 2021 levels and;

WHEREAS, the CFO has certified the availability of funds for said contract

WHEREAS, the anticipated term of this contract is for twelve (12) month period, commencing on January 1, 2022 and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, following said review, the City Council wishes to reappoint James N. Butler Jr. to the professional service contract to provide prosecutor services in the amount of \$650.00 per court session and \$150.00 per hour for matters held in Superior Court, for the remainder of the year 2022.

NOW, THEREFORE, BE IT RESOLVED that the award of the professional service contract for City Prosecutor services is hereby made to James N. Butler Jr., Attorney at Law, in an amount of \$650.00 per court session and \$150.00 per hour for all Court matters held in Superior Court, for the calendar year 2022.

BE IT FURTHER RESOLVED that James N. Butler, Jr. shall be paid a fee not to

exceed \$50,000.00 for services herein enumerated.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the newspaper(s) of record.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign all documents associated with the contract.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-41 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

**AGREEMENT FOR PROFESSIONAL SERVICES
MUNICIPAL PROSECUTOR, BOROUGH OF HIGHLANDS**

THIS AGREEMENT, made the _____ day of _____, 2022, by and between THE CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, located at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the “City”) and JAMES N. BUTLER, JR., ESQUIRE, An Attorney at Law of the State of New Jersey, located at 601 Bangs Avenue, Suite 507, Asbury Park, New Jersey, 07712 (hereinafter the “Attorney” or “Municipal Prosecutor”);

AND, IT APPEARING that the City has a need to engage the services of a Municipal Prosecutor for the calendar year 2022 who shall perform all of the duties prescribed in N.J.S.A. 2B:25-5, *et seq.*, including, but not limited to the prosecution of criminal, quasi-criminal, and disorderly persons offenses, along with motor vehicle offenses, and any other matters for which the City’s Municipal Court has jurisdiction pursuant to law and rule of the Supreme Court of the State of New Jersey;

AND IT FURTHER APPEARING that on January 1, 2022, the City of Asbury Park intends to adopt a Resolution authorizing the award of a professional services contract for the aforesaid services to the Attorney pursuant to the “fair and open” process in accordance with the New Jersey Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), *et seq.* and the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A20.4, *et seq.*;

AND the City and Attorney wish to set forth their respective rights and responsibilities in the within Agreement;

THEREFORE, IT IS AGREED as follows:

1. The City hereby appoints and employs the attorney to serve as the Municipal Prosecutor in accordance with the statutes and ordinances pertaining thereto, subject to the terms and conditions contained herein.

2. The Attorney hereby accepts this appointment and agrees to serve as the Municipal Prosecutor for of one year, from January 1, 2022 through December 31, 2022, and in accordance with the terms and conditions contained in this Agreement.

3. The City hereby agrees to pay the Attorney for the services performed by him in his capacity as Municipal Prosecutor for the calendar year 2022:

- (a) \$650.00 per municipal court session; and
- (b) \$150.00 per hour for all Court matters held in Superior Court.

4. The fees and costs paid to the Attorney shall not exceed the amount budgeted for such purposes in budgets heretofore or hereafter adopted by the City of Asbury Park.

5. The Attorney shall bill the City monthly for all services rendered on vouchers as required by the City. The City agrees to process and pay said vouchers when audited and found correct. Payment will be made within (30) days of the submission of an audited and approved voucher.

6. The Attorney is aware that the City has enacted Section 2-76 of the Asbury Park City Code which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations to any City of Asbury Park candidate or holder of a public office within the City having ultimate responsibility for the award of his contract, or to any City of Asbury Park or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting Asbury Park City

municipal candidates or municipal officeholders. The parties hereby recognize that the Attorney is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Attorney to violate the requirements of the Section 2-76 of the City Code during the term of this agreement.

7. Statutorily Required Affirmative Action Clause:

During the term of this agreement, the City and the Attorney hereby incorporate into this Agreement the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C 127) N.J.A.C. 17:27, as amended and supplemented from time to time as set forth Exhibit "A" attached. The Attorney shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as "Exhibit "B". Both Exhibits are incorporated hereby by reference. The Attorney shall submit a copy of the Certificate of Employee Information Report Form AA302 (Initial Employee Information Report) prior to any payments being made under this Contract.

8. Political Contribution Disclosure:

The within Agreement has been awarded to the Contractor (Attorney) based upon the merits and abilities of the Contractor (Attorney) to provide the services described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor (Attorney) his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of this/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's (Attorney's) eligibility to perform this Agreement, nor will the Contractor (Attorney) or his/her firm make a reportable contribution during the term of the within Agreement to any

political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

9. The Attorney shall also execute the "Americans with Disabilities Act of 1990" Certification attached hereto as Exhibit "C" which shall be incorporated herein by reference.

10. Subject to the provision of Paragraph 11 below, this Contract shall commence on January 1, 2022 and expires on December 31, 2022, or until the appointment and qualification of a successor to the Attorney.

11. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice.

12. This Contract is subject to the review and approval of the New Jersey Division of Local Government Services (the "Division"), in accordance with the Memorandum of Understanding executed by the Division and the City regarding the provision of state funding to the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST CLERK/WITNESS

BY: _____
MELODY HARTSGROVE,
CITY CLERK

CITY OF ASBURY PARK

BY: _____
JOHN B. MOOR, MAYOR


JAMES N. BUTLER, JR., ESQUIRE

Attachment: James Butler- Municipal Prosecutor (2022-41 : Appointing City Prosecutor 2022)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-42

Resolution Appointing Alternate City Prosecutor James Carton, Esq,



RESOLUTION NO. 2022-42

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPOINTING ALTERNATE CITY PROSECUTOR

WHEREAS, the City of Asbury Park has a need to engage the services of an Alternate City Prosecutor for the year 2022, to provide services as per N.J.S.A. 2B:25-4 et. al., on an as-needed basis; and

WHEREAS, following said review, the City Council wishes to appoint James Carton, Esq. as the Alternate City Prosecutor for the year 2022; and

WHEREAS, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et.seq.) (“Act”); and

WHEREAS, the City of Asbury Park followed the guidelines as set forth in the New Jersey Local Unit Pay-to-Play Law issued by the New Jersey Department of Community Affairs; and

WHEREAS, this contract shall be effective from January 1, 2022 through December 31, 2022; and

WHEREAS, the CFO has verified that funds exist for this activity in account 2-01-25-275-000-202; and

WHEREAS, this contract is being awarded the under non-fair and open process.

NOW, THEREFORE, BE IT RESOLVED that the award of the professional service contract for alternate prosecutor services is hereby made to James Carton, Esquire., for the year 2022.

BE IT FURTHER RESOLVED that this contract shall commence effective January 1, 2022 through December 31, 2022.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the newspaper(s) of record.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign all

documents associated with the contract and City Clerk will attest, so long as said documents are in form satisfactory to the City Attorney

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-42 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-43

Public Defender Appointment Matthew Sage for 2022



RESOLUTION NO. 2022-43

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPOINTING CITY PUBLIC DEFENDER

WHEREAS, the City of Asbury Park has a need to engage the services of a City Public Defender for the year 2022, to provide services as per N.J.S.A. 2B:24-6 et. al.; and

WHEREAS, the Mayor and Council have determined to appoint Matthew Sage, Esq. to serve as the Public Defender for the City for 2022; and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law; and

WHEREAS, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et.seq.) (“Act”); and

WHEREAS, the City of Asbury Park followed the guidelines as set forth in the New Jersey Local Unit Pay-to-Play Law issued by the New Jersey Department of Community Affairs; and

WHEREAS, this contract shall be effective from January 1, 2022 through December 31, 2022; and

WHEREAS, this contract is being awarded the under non-fair and open process.

WHEREAS, following said review, the City Council wishes to appoint Matthew Sage, Esq. as the City Public Defender for the year 2022.

NOW, THEREFORE, BE IT RESOLVED that the award of the contract for City Public Defender services is hereby made to the Matthew Sage, Esq., for all Court matters held in Municipal and Superior Court, for the calendar year 2022.

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq*; and

WHEREAS, the City’s Chief Financial Officer as certified the availability of funds for said contract

BE IT FURTHER RESOLVED that the contract shall commence January 1, 2022.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the newspaper(s) of record.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign all documents associated with the contract and City Clerk will attest, so long as said documents are in form satisfactory to the City Attorney

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-43 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 5th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-44

Appointment of Alternate Public Defender -Donald K. Greer, Jr., Esquire.



RESOLUTION NO. 2022-44

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPOINTING ALTERNATE PUBLIC DEFENDER

WHEREAS, the City of Asbury Park has a need to engage the services of an Alternate City Public Defender for the year 2022, to provide services as per N.J.S.A. 2B:25-4 et. al., on an as-needed basis; and

WHEREAS, following said review, the City Council wishes to appoint Donald K. Greer Jr., Esq. as the Alternate Public Defender for the year 2022; and

WHEREAS, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et.seq.) (“Act”); and

WHEREAS, the City of Asbury Park followed the guidelines as set forth in the New Jersey Local Unit Pay-to-Play Law issued by the New Jersey Department of Community Affairs; and

WHEREAS, this contract shall be effective from January 1, 2022 through December 31, 2022; and

WHEREAS, the CFO has verified that funds exist for this activity in account 2-01-43-495-000-020; and

WHEREAS, this contract is being awarded the under non-fair and open process.

NOW, THEREFORE, BE IT RESOLVED that the award of the professional service contract for alternate public defender services is hereby made to Donald K. Greer Jr., Esquire., for the year 2022.

BE IT FURTHER RESOLVED that this contract shall commence effective January 1, 2022 through December 31, 2022.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the newspaper(s) of record.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign all

documents associated with the contract and City Clerk will attest, so long as said documents are in form satisfactory to the City Attorney

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-44 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-45

Appointing Gregory B. Pasquale, Esquire, to Serve as Special Tax Counsel for the City, and
Authorizing the Execution of an Agreement for Professional Legal Services Associated
Therewith



RESOLUTION NO. 2022-45

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING GREGORY B. PASQUALE, ESQUIRE, TO SERVE AS SPECIAL TAX COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) wishes to appoint a licensed attorney to serve in the capacity of “Special Tax Counsel” for the City for the year 2022; and

WHEREAS, the Special Tax Counsel shall handle tax appeal matters involving the City during the term of his appointment as well as any other tax-related matters as requested by the City (collectively, the “services”); and

WHEREAS, the Mayor and Council have determined to appoint the firm of Shain Schaffer, PC to serve as the Special Tax Counsel for the City for 2022; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Special Tax Counsel’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, said contract has been awarded through a restricted non-fair and open process pursuant to and in accordance with the Pay-to-Play Law; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. Gregory B. Pasquale, Esq. is hereby appointed to serve as the “Special Tax Counsel” for the City for the year 2022.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, the Agreement between the City of Asbury Park and Gregory B. Pasquale, Esq., for the year 2022, or one which is substantially similar thereto and which meets with the approval of the City Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Gregory B. Pasquale, Esq. shall be paid a fee of \$165.00 per hour for the services herein enumerated.
6. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. A certified copy of this Resolution shall be provided to each of the following:
 - a. Gregory B. Pasquale, Esq., Special Tax Counsel
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-45 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Suite 105
150 Morristown Road
Bernardsville, NJ 07924

tel: 908-953-9300
fax: 908-953-2969
shainlaw.com

NEW YORK OFFICE
872 Madison Avenue, Suite 2A
New York, NY 10021

REPLY TO BERNARDSVILLE OFFICE

October 19, 2021

VIA E-MAIL – Michael.delre@cityofasburypark.com

Michael Delre, Assessor
City of Asbury Park
1 Municipal Plaza
Asbury Park, New Jersey 07712

Re: Municipal Tax Appeal Attorney – 2022

Dear Mr. Delre:

It was a pleasure speaking with you this afternoon. As I mentioned over the phone, I am interested in the City of Asbury Park's 2022 Tax Appeal Attorney position and appreciate the opportunity to be considered. My firm, Shain Schaffer PC, is a Professional Corporation with offices located at 150 Morristown Road, Suite 105, Bernardsville, New Jersey 07924. The Principals are Marguerite M. Schaffer, Esq. and Joel L. Shain, Esq. I am the Firm's lead Tax Appeal attorney.

The Firm has been in practice for forty-three years and has over thirty years of experience representing municipal clients in tax appeal matters. Currently we represent the Boroughs of Bradley Beach, Bound Brook and Fanwood, and the Township of Franklin, in property tax matters. In addition, for more than two decades, the Firm represented the Township of Monroe in property tax matters.

I personally have over twenty years of litigation experience and have been representing municipal clients on tax matters for over ten years. I am a former member of the Halpern Furman Inn of Court, and was admitted to the New Jersey Bar, the U.S. District Court, District of New Jersey, and the United States Court of Appeals, Third Circuit, in 1996. I regularly appear before the Tax Court and County Tax Boards on behalf of the Firm's clients and have appeared numerous times before Judge Sundar, who is currently assigned to hear the City of Asbury Park's tax appeals. I have handled tax matters involving multi-million-dollar assessments and an assortment of commercial properties ranging from office buildings to industrial space to garden apartments. For your convenience, a copy of my resume is attached.

Attachment: Gregory (2022-45 : Special Tax Counsel Appointment 2022)

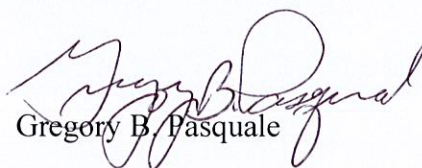
Michael Delre, Assessor
October 19, 2021
Page 2

As I stated over the phone, we propose providing services as the City of Asbury Park's Tax Appeal Attorney at the hourly rate of \$165.00 per hour, billed in tenths of an hour increments, with a minimum increment of two tenths of an hour. The Firm's Paralegals will be billed at \$75.00 per hour. The Firm shall provide all required legal services on behalf of the City of Asbury Park in connection with tax appeals filed or to be filed with the Monmouth County Board of Taxation and/or the Tax Court of New Jersey, including but not limited to, the defense of tax appeals, the filing of Answers and Counterclaims, Chapter 91 or other Motion practice, negotiations with adverse counsel, and appearances before the Tax Court of New Jersey and/or Monmouth County Board of Taxation. Out-of-pocket disbursements and costs incurred on behalf of the City will be itemized on each bill at the actual cost incurred.

Thank you again for the opportunity to be considered. If you should have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

SHAIN SCHAFFER PC


Gregory B. Pasquale

GBP/ya
Attachments

Attachment: Gregory (2022-45 : Special Tax Counsel Appointment 2022)



GREGORY B. PASQUALE

PARTNER/ASSISTANT SECRETARY

Gregory B. Pasquale is a Partner at Shain Schaffer PC, a law firm located in Bernardsville, New Jersey. Mr. Pasquale has a broad-based practice providing advice to individuals, corporations and municipalities on matters ranging from employment issues to regulatory compliance. Mr. Pasquale has over twenty years of experience as a general litigator representing clients on matters involving

property tax appeals, energy law, environmental issues, construction disputes, banking law, personal injury, as well as State and Federal criminal investigations.

Mr. Pasquale has litigated cases in State Superior Court, Tax Court and Federal Court, and has appeared before the New Jersey Appellate Division and the Third Circuit Court of Appeals. Noteworthy issues he has litigated include a company's right to retain counsel for employees implicated in a criminal investigation, rollback tax exemption for a state agency's purchase of farmland for wetlands mitigation purposes, the choice of law under the Federal Tort Claims Act, and the Court's exercise of personal jurisdiction over foreign corporations.

Trial experience includes first chair jury trials and commercial arbitrations, multimillion dollar tax appeals and construction arbitration. Appellate experience includes preparing briefs and appendixes, arguing matters before the United States Third Circuit and New Jersey Appellate Courts.

Mr. Pasquale received his undergraduate degree from LaSalle University in 1985 and graduated with Honors from Pace University School of Law. He is a member of the Joseph Halpern – David Furman American Inn of Court and he has co-authored, with Mr. Shain, several articles which have appeared in the New Jersey League of Municipalities Magazine.



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New York, NY 10021

REPLY TO BERNARDSVILLE OFFICE

Gregory B. Pasquale

LEGAL EXPERIENCE

SHAIN SCHAFFER PC

Bernardsville, NJ

Partner

March 2007 - Present

Practice areas include general municipal law, municipal tax appeals, energy law, environmental law, construction law, civil litigation, banking law, commercial litigation, state and federal criminal investigations, personal injury and civil rights. Responsibilities include providing general legal advice to municipalities and corporations, representing clients in various legal proceedings including tax appeals and administrative hearings, reviewing and drafting contracts, drafting ordinances, assisting and supervising junior associates, managing all facets of litigation from pleadings, discovery, motion practice, and arbitrations, to trials and appeals.

Trial experience includes first chair jury trials and commercial arbitrations, multimillion dollar tax appeals and construction arbitration. Appellate experience includes preparing briefs and appendixes, arguing matters before the United States Third Circuit and New Jersey Appellate Courts.

Reported Decisions include *In re State Grand Jury Investigation*, 200 N.J. 481 (2009) (company right to hire counsel for employees in criminal investigation); *New Jersey Turnpike Authority v. Township of Monroe*, 28 N.J. Tax 158 (Tax 2014); *New Jersey Turnpike Authority v. Township of Monroe*, 28 N.J. Tax 144 (Tax 2014) (application of the farmland roll back tax exemption for freshwater wetlands mitigation purchase)

Unreported Appellate decisions: *Rezac v. JMK Auto Sales, Inc.*, 2013 WL 1907739 (N.J. App. Div. May 9, 2013)(consumer fraud claim); *Chase Home Finance, LLC v. Cunder*, 2011 WL 6183458 (N.J. App. Div. December 14, 2011)(contested foreclosure); *Gregory D'Alessandro Enterprises, Inc. v. Universal Marketing Group, LLC*, 2008 WL 794468 (N.J. App. Div. March 27, 2008) (employee breach of loyalty).

DRINKER BIDDLE & REATH LLP

Florham Park, NJ and Princeton, NJ

Litigation Associate

April 1996-February 2007

Responsible for managing all aspects of litigation ranging from pleadings, discovery, motion practice, arbitrations, trials and appeals. Participated in cases involving appeal of State business income tax assessments; products liability claims, aviation law, commercial contract disputes, consumer class actions, construction law, environmental insurance coverage, oppressed shareholder claims, state and federal criminal investigations, personal injuries and civil rights. Drafted annual updates to portions of *New Jersey Products Liability Law Book*, 1995-2001.

Reported decisions include: *Fraise v. Terhue*, 283 F.3d 506 (3d Cir. 2002) (prisoners= rights); *Ramadan v. Chase Manhattan Corp.*, 229 F.3d 194 (3d Cir. 2000) (truth in

lending); *Clawans v. The United States of America*, 75 F. Supp. 2d 368 (Dist. N.J. 1999) (choice of law); *Carroll v. United Airlines*, 325 N.J. Super. 353 (App. Div. 1999) (personal jurisdiction).

SHANLEY & FISHER
Florham Park, NJ

Summer Associate
May - August 1995

Conducted legal research, drafted memorandum of law, motions and supporting briefs on various issues ranging from the right to a jury trial to the application of New Jersey's entire controversy doctrine.

EDUCATION

PACE UNIVERSITY SCHOOL OF LAW, White Plains, NY

J.D., January 1996, *cum laude*

Accomplishments: *Pace International Law Review*
Pace University School of Law Trial Competition Team

LA SALLE UNIVERSITY, Philadelphia, PA

B.S., Political Science, May 1985

ADMISSIONS

New Jersey 1996;
United States District Court for the District of New Jersey 1996; and
United States Court of Appeals for the Third Circuit 1997.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-46

Resolution appointing the Gene J Anthony Attorney at Law as the Rent Leveling Board Attorney for the calendar year of 2022.

**RESOLUTION NO. 2022-46**

**City of Asbury Park
County of Monmouth
State of New Jersey**

**APPOINTING THE FIRM OF GENE J ANTHONY, ESQUIRE TO SERVE AS RENT
LEVELING BOARD ATTORNEY FOR THE CITY, AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED
THEREWITH.**

WHEREAS, on November 6, 2021 the City of Asbury Park solicited request for qualifications for a Rent Leveling Board Attorney; and

WHEREAS, in accordance with the RFQ, the City received and opened proposals from four interested firms; and

WHEREAS, following review and evaluation of the proposals received, the Mayor and Council have determined to appoint the firm of Gene J Anthony Attorney at Law to serve as the Rent Leveling Board Attorney for the City for calendar year 2022; and

WHEREAS, the hourly fee for the work provided by the Rent Leveling Attorney shall be billed at a rate of \$150.00 per hour for year 2022; and

WHEREAS, the proposal is attached to this Resolution; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account 2-01-20-100-000-209.

WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards Gene J. Anthony Attorney at Law as the Rent Leveling Board Attorney.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided by the City Clerk to the City Manager, CFO and the Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-46 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-47

Appointing Various Firms to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith



RESOLUTION NO. 2022-47

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING VARIOUS FIRMS TO PROVIDE ARCHITECTURAL SERVICES FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) is interested in appointing various architecture firms for the City for the year 2022; and

WHEREAS, the Mayor and Council have determined the following firms can meet the City's needs for architectural services for the City for 2022; and

WHEREAS, the firms are:

1. DMR Architects
2. Netta Architects
3. Arcari & Iovanio

WHEREAS, this appointment does not guarantee work; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the architectural services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2022, and expiring on December 31, 2022, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services”

under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City's Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firms of DMR Architects and Netta Architects and Arcari & Iovino, Architects are hereby appointed to provide architectural services for the City for the year 2022.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and the above-named firms for the aforementioned services, for the year 2022, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. The Business Entity Disclosure Certification, Political Contribution Disclosure Form, Business Registration Certificate, the Determination of Value and the proposal of the Professional are on file and available for public inspection at the office of the Municipal Clerk.
7. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Architectural firms named herein
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-47 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK

AIA® Document B102™ – 2017

Standard Form of Agreement Between Owner and Architect *without a Predefined Scope of Architect's Services*

AGREEMENT made as of the day of in the year 2021
(In words, indicate day, month and year.)



BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712
Telephone Number: 732-775-2100

and the Architect:
(Name, legal status, address and other information)

Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643
Telephone Number: 201-641-0600
Fax Number: 201-641-0626

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive
information as appropriate.)

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

Appointment for Architectural Services for the Calendar Year 2022.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Attachment: Arcari & Iovino- Architectural Services (2022-47 : Architect Appointment 2022)

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TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Architectural Services for the Calendar Year 2022 for various municipal projects.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Anthony Iovino, President
Arcari + Iovino Architects, P.C.
1 Katherine Street
Little Ferry, NJ 07643

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

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§ 1.5.1 Commercial General Liability with policy limits of not less than one million (\$1,000,000.) for each occurrence and two million (\$2,000,000.) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one hundred thousand (\$ 100,000.) each accident, one hundred thousand (\$ 100,000.) each employee, and five hundred thousand (\$ 500,000.) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000.) per claim and two million (\$ 2,000,000.) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Donna Vieiro, City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park , NJ 07712

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope

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of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

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ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs Deleted)

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☒ Other

(Paragraph Deleted)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

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(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Projects with tasks that can be quantified ahead of time can be performed at a negotiated fixed fee if mutually agreed upon otherwise, services required for a particular project will be charged at the hourly rates listed below:

Principal Architect \$160.
Project Architect \$135.
Project Manager \$125.
Sr. Technical Staff \$100.
Draftsperson \$ 85.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs Deleted)

- 1 Printing, reproductions, plots, and standard form documents;
- 2 Postage, handling and delivery;

(Paragraphs Deleted)

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Paragraph Deleted)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraph Deleted)

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

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User Notes:

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for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

"Political Contribution Disclosure: The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded."

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect

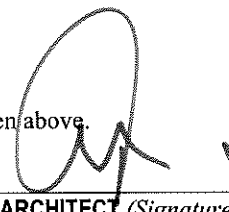
(Paragraphs Deleted)

(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Anthony Iovino, President

(Printed name, title, and license number, if required)

Init.

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AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

between

CITY OF ASBURY PARK

and

DMR ARCHITECTS, INC

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made as of the 1st day of January, 2022, by and between the **CITY OF ASBURY PARK**, located at 1 Municipal Plaza, Asbury Park, NJ 07712 (the "City") and **DMR ARCHITECTS**, a corporation, registered in the State of New Jersey, having its principal office located at 777 Terrace # 607, Hasbrouck Heights, New Jersey 07604 ("DMR").

WITNESSETH

WHEREAS, the City requires an architectural firm to provide, on-call, architectural services on an as needed basis, during the course of the term; and

WHEREAS, the City desires to re-appoint DMR Architects as the City's architect of record for the calendar year of 2022 through the "non-fair and open process" as permitted by applicable law; and

WHEREAS, DMR represents that it is capable of and willing to perform such services; and

WHEREAS, the City desires to retain DMR and DMR desires to perform the required services, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual premises, covenants and conditions set forth herein, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** DMR agrees to render and provide professional architectural services as may be required by the City and as assigned and directed by the City. Upon being presented with a project, DMR and the City will mutually agree on a scope of services, which shall be in writing and executed by the Parties. All services shall be performed in accordance with the level of care and skill of similarly architects practicing in the same locale.

2. **TERM.** Notwithstanding the date of this Agreement, the services to be provided under the terms of this Agreement shall begin on January 1, 2022, through the date of the Reorganization Meeting of the City in January, 2023. Notwithstanding anything herein to the contrary, the City may terminate this Agreement at any time during its term for cause.

3. **COMPENSATION.**

3.1. DMR shall perform professional architectural services (which may include sub-

contracted engineering services) either on fixed fee as mutually agreeable by the Parties, based on the scope of services, or on an Hourly Billing basis, pursuant to the hourly rates set forth in Exhibit D and attached hereto. Said hourly rates are the same as prior calendar year rates. The Parties shall mutually agree on the methodology of compensation. All services authorized by City shall be billed to the City on a monthly basis. Payment shall be due on a 30 day basis.

3.2 Not-to-Exceed Amount Under a “non-fair and open process,” the maximum amount of a contract issued by a public entity is \$44,000.00 (*see N.J.S.A. 40A:11-3*), if the public entity employs a Qualified Purchasing Agent (QPA) or \$17,500.00 (*see N.J.S.A. 40A:11-3(2)*), if the City does not employ a QPA. It is DMR Architects understanding that the City employs a QPA and, thus, **the not-to-exceed amount for this contract shall be \$44,000.00.** (If the City does not employ a QPA for calendar year 2022, the not-to-exceed amount for this contract shall be \$17,500.00.

3.3 Reimbursement of Expenses. DMR shall be reimbursed for reasonable and necessary expenses incurred in connection with the services rendered, with a ten percent markup and a prevailing IRS reimbursable mileage rates.

4. SUBCONTRACTS. DMR agrees that it shall not perform any portion of the professional architectural services that are the subject of this Agreement through the use of sub-consultants. Should a project require engineering services or other related services, DMR shall retain a sub-consultant for these services.

5. INSURANCE. DMR shall maintain professional liability/errors and omissions/ malpractice insurance in the minimum amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission and negligence of its officers, agents, representatives, assigns and subcontractors, and submit proof of such coverage to the City at the time of execution of this Agreement.

6. INDEMNIFICATION. DMR shall indemnify and hold the City, its members, directors, officers, employees, agents and servants harmless from and against any and all claims, demands, suits, damages, recoveries, settlements, actions, costs, counsel fees, expenses, judgments, orders or decrees arising from or as a result of any acts or omissions of DMR, its members, directors, officers, employees, agents, servants, independent contractors or subcontractors.

7. INDEPENDENT CONTRACTOR. It is understood that DMR is an independent contractor and engaged in the operation of its own businesses. Except as specifically set forth herein, DMR is not to be considered the agent of the City for any purpose whatsoever, and, except as specifically set forth herein, DMR has no authority to enter into any contract or assume any obligation for the City or to make any

warranty or representation on behalf of the City. DMR shall be fully responsible for its own employees, servants and agents, who shall not be deemed to be employees, servants or agents of the City for any purpose whatsoever.

8. **AFFIRMATIVE ACTION.** DMR shall comply with the requirements of all applicable statutes, laws and regulations regarding non-discrimination and affirmative action in the employment of workers, and in particular, with the provisions of NJSA 10:5-31 et seq. (P.L. 1975, C. 127) and NJAC 17:27. The parties to this Agreement agree to incorporate into this Agreement the mandatory language of the Regulations promulgated pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and incorporated herein as Exhibit A, as evidenced by Exhibit B.

9. **AMERICANS WITH DISABILITIES ACT.** DMR shall comply with the requirements of the Americans with Disabilities Act of 1990. The parties to this Agreement agree to incorporate into this Agreement the language set forth as Exhibit C.

10. **CAMPAIGN CONTRIBUTION LAWS AND REGULATIONS.** For all periods relevant to this Agreement, DMR has and shall continue to comply with N.J.A.C. 6A:23A-6.3(a)1 *et seq.* and any applicable City ordinances (i.e., §2-76 *et seq.*), bylaws or resolutions regarding campaign contributions. DMR represents that it has not made a contribution to any member of the City that is reportable pursuant to N.J.S.A. 19:44A-1 *et seq.* during the one-year period prior to the commencement of the term of this Agreement that would bar the award of this Agreement, and shall not make a reportable contribution to any member of the City during the term of this Agreement in violation of N.J.A.C. 6A:23A-6.3(a)2. DMR also acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 in the event DMR receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of DMR to determine if such a filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

11. **POLITICAL CONTRIBUTION DISCLOSURE.** The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et. seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any

political part committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.”

12. **CONFIDENTIALITY.** All information obtained, learned, developed or filed in connection with the professional services to be provided hereunder, including data contained in official files or records, shall be kept confidential by DMR and shall not be disclosed to any third party except with the prior written consent of the City, or as authorized or required by law. All reports, information or data, furnished to or prepared, assembled or used by DMR under this Agreement shall be kept confidential by DMR, and shall not be published or made available to any person or party without the prior written consent of the City or as authorized or required by law.

13. **NO CONFLICTS.** DMR represents that the execution and delivery of this Agreement and performance of the obligations set forth in this Agreement: (i) shall not be a breach or violation of any agreement to which DMR is a party; and (ii) does not conflict with any agreement or other instrument, order, judgment, injunction, award or decree of any governmental body, administrative agency, court, law, rule or regulation affecting DMR.

14. **ASSIGNMENT.** Neither of the parties shall assign this Agreement without the prior written consent of the non-assigning party.

15. **COMPLETE AGREEMENT.** This Agreement is the entire and only agreement between the City and DMR. This Agreement replaces and cancels any previous agreements between the parties. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. This Agreement may not be amended or modified except in writing signed by both parties hereto.

16. **PARTIES LIABLE.** This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

17. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey, without giving effect to any choice of law or conflict of law provisions.

18. **COUNTERPARTS.** This document may be executed in any number of counterparts any one of which shall constitute an original hereof. When counterparts have been executed by all parties, they shall have the same effect as if the signatures thereto and hereto were upon the same document. The parties agree that all such signatures may be transferred to a single document for purposes of convenience and/or

recording.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement as of the day and year first above written.

Attest:

CITY OF ASBURY PARK

By: _____
Name: _____ Date: _____

Attest:

DMR ARCHITECTS

By: _____
Name: Lloyd A. Rosenberg, AIA Date: 11/2/2021
President & CEO

Attachment: DMR- Architectural Services (2022-47 : Architect Appointment 2022)



AIA® Document B172™ – 2013

Standard Form of Agreement Between Owner and Architect for Architect of Record Services

AGREEMENT made as of the 1st day of November in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
(732) 775-2100

and the Architect:
(Name, legal status, address and other information)

Netta Architects, LLC
1084 Route 22 West
Mountainside, New Jersey 07092

for the following Project:
(Name, location and detailed description.)

2022 On-Call Municipal Architect

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Attachment: Netta- Architectural Services (2022-47 : Architect Appointment 2022)

TABLE OF ARTICLES

1	INITIAL INFORMATION AND DEFINITIONS
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
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ARTICLE 1 INITIAL INFORMATION AND DEFINITIONS

§ 1.1 Initial Information

This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition of the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement." If the Transfer Package is complete at the time of execution of this Agreement, and the requested information is contained in the Transfer Package, insert "see Transfer Package" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Identify the documentation setting forth the Owner's program for the Project, or if the Owner's program for the Project is not complete at the time of this Agreement, state the manner in which the program will be developed and provided to the Architect.)

To Be Determined by Project/Task

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements for the Project, including the Design Standards and Transfer Package, if completed.)

To Be Determined by Project/Task

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To Be Determined by Project/Task

§ 1.1.4 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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(Provide the Owner's total budget for the Cost of the Work and, if known, a line item breakdown.)

§ 1.1.5 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

To Be Determined by Project/Task

.2 Commencement of construction:

To Be Determined by Project/Task

.3 Substantial Completion date or milestone dates:

To Be Determined by Project/Task

.4 Other:

To Be Determined by Project/Task

§ 1.1.6 The Owner intends the following procurement or delivery method for the Project:

(Identify the procurement and delivery method such as competitive bid, negotiated contract or construction management.)

Competitive Bid

§ 1.1.7 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Competitive Bid

§ 1.1.8 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

To Be Determined by Project/Task

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

Nicholas J. Netta, AIA, NCARB, Principal of the Firm
Netta Architects, LLC
1084 Route 22 West
Mountainside, New Jersey 07092
(973) 379-0006 phone
(973) 379-1061 fax

§ 1.1.10 The persons or entities, in addition to the Owner's representative who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information of additional persons or entities required to review the Architect's submittals such as the Program Manager, Design Manager or other Owner consultants and contractors.)

To Be Determined by Project/Task

§ 1.1.11 The Owner will retain the following consultants and contractors:

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(List name, legal status, address and other information.)

.1 Program Manager:

To Be Determined by Project/Task

.2 Design Manager:

To Be Determined by Project/Task

.3 Cost Consultant:

To Be Determined by Project/Task

.4 Scheduling Consultant:

To Be Determined by Project/Task

.5 Geotechnical Engineer:

To Be Determined by Project/Task

.6 Civil Engineer:

To Be Determined by Project/Task

.7 Other, if any:

(List any other consultants or contractors retained by the Owner, such as a construction contractor, or construction manager as constructor.)

To Be Determined by Project/Task

§ 1.1.12 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address and other information.)

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User Notes:

(1635397737)

Nicholas J. Netta, AIA, NCARB, Principal of the Firm
 Netta Architects, LLC
 1084 Route 22 West
 Mountainside, New Jersey 07092
 (973) 379-0006 phone
 (973) 379-1061 fax

§ 1.1.13 The Architect will retain the consultants identified in Sections 1.1.13.1 and 1.1.13.2:
(List name, legal status, address and other information.)

§ 1.1.13.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To Be Determined by Project/Task

.2 Mechanical Engineer:

To Be Determined by Project/Task

.3 Electrical Engineer:

To Be Determined by Project/Task

§ 1.1.13.2 Consultants retained under Additional Services:

To Be Determined by Project/Task

§ 1.1.14 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information set forth in Section 1.1. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

§ 1.3 Definitions

§ 1.3.1 Transfer Package

The Transfer Package shall be prepared by an individual or entity lawfully licensed to practice architecture in the jurisdiction where the Project is located. The Transfer Package shall consist of the Design Development documents, Design Standards, a detailed estimate of the Cost of the Work, and other documentation as appropriate to communicate the scope, quality, budget and intent of the Project, and a preliminary schedule indicating the design and construction milestone dates through final completion of the Project. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project.

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§ 1.3.2 Design Standards

The Design Standards shall provide a functional, aesthetic, and quality framework for the Project and shall include the following: planning criteria (area, volume, equipment, finish, technical services and other relevant functional requirements for typical spaces); specifications and performance requirements (including any sustainable design criteria) for materials, systems, components and assemblies organized by classification system as agreed upon with the Owner; drawing, building information modeling, and documentation standards (including requirements for interim and final contract document deliverables); typical design details of selected conditions; and procurement, contracting and general requirements.

§ 1.3.3 Design Development Documents

The Design Development Documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include draft specifications that identify major materials and systems and establish in general their quality levels.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.5.1 Comprehensive General Liability with policy limits of not less than 1,000,000 (\$ 2,000,000) for each occurrence and in the aggregate for bodily injury and property damage. The Owner shall be named as an additional insured on the Architect's Comprehensive General Liability insurance policy.

§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than 1,000,000 (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage. The Owner shall be named as an additional insured on the Architect's Automobile Liability insurance policy.

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. The Owner shall be named as an additional insured on the Architect's umbrella or excess insurance policy.

§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than 1,000,000 (\$).

§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than 2,000,000 (\$ 2,000,000) per claim and in the aggregate.

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§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, and umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria to the extent necessary to further develop the design in order to complete the Construction Documents, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.4 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.5 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Transfer Package and Owner Provided Information Review Phase

§ 3.2.1 Upon receipt of the Transfer Package from the Owner, the Architect shall review the Transfer Package along with any other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 Information contained in the Transfer Package is intended to communicate the scope, quality, budget and intent of the Project and provide the functional, aesthetic and quality standards for the project. All dimensions, engineering data and calculations, and any information required for compliance with the laws, codes and regulations shall be independently confirmed by the Architect.

§ 3.2.3 The Architect shall prepare an evaluation of the Transfer Package and any other information furnished by the Owner, including schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) additional design development or other information or consulting services that may be reasonably needed for the Architect to proceed with its services for the Project. The Architect shall present its evaluation to the Owner, and discuss any necessary modifications. The Owner shall make any agreed upon modifications to the Transfer Package or authorize the Architect, in writing, to proceed as if those changes were made to the Transfer Package when developing the Construction Documents.

§ 3.2.4 Based on the Transfer Package, as agreed upon with the Owner, the Architect shall proceed with the preparation of Construction Documents as set forth in Section 3.3.

§ 3.3 Construction Documents Phase

§ 3.3.1 Based on the design intent and information contained in the Transfer Package and other Owner supplied information, as well as the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the design, and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the

construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.5.4.

§ 3.3.2 During the development of the Construction Documents, the Architect shall submit the Construction Documents to the Owner at the approximate mid-point of their completion and again just prior to their completion for the Owner's review and to allow for updates to the estimate of the Cost the Work, unless a different interval is agreed to below:

(If the Architect is required to submit Construction Documents at intervals other than at the approximate mid-point of their completion and again just prior to their completion, set forth such intervals below.)

- .1 percent (%) Construction Documents Phase
- .2 percent (%) Construction Documents Phase

The Architect shall review input provided by the Owner, and incorporate that input into the Construction Documents as appropriate.

§ 3.3.3 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.4 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.3.5 Upon receipt of the Owner's estimate of the Cost of the Work at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.5 and request the Owner's approval of the Construction Documents.

§ 3.4 Bidding or Negotiation Phase Services

§ 3.4.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.4.2 Competitive Bidding

§ 3.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.4.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.4.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders. If a proposed substitution modifies the Design Standards or design intent contained in the Transfer Package, then the Architect shall submit the proposed substitution to the Owner for review and approval.

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§ 3.4.3 Negotiated Proposals

§ 3.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.4.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.4.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors. If a proposed substitution modifies the Design Standards or design intent contained in the Transfer Package, then the Architect shall submit the proposed substitution to the Owner for review and approval.

§ 3.5 Construction Phase Services

§ 3.5.1 General

§ 3.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.5.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.5.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.5.2 Evaluations of the Work

§ 3.5.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.5.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.5.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.5.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. If an interpretation involves the Design Standards or design intent contained in the Transfer Package, then the Architect shall refer the matter to the Owner for review.

§ 3.5.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.5.3 Certificates for Payment to Contractor

§ 3.5.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.5.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.5.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.5.4 Submittals

§ 3.5.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.5.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.5.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. If a request for information relates to the Design Standards or design intent contained

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in the Transfer Package, then the Architect shall send the request for information to the Owner for review and comment. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.5.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.5.5 Changes in the Work

§ 3.5.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. If a proposed change would modify any aspect of the Design Standards or design intent contained in the Transfer Package, the Architect shall send the proposed change to the Owner for review and approval. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.5.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.5.6 Project Completion

§ 3.5.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.5.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.5.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.5.6.4 The Architect shall forward to the Owner the following information received from the Contractor:

- (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment;
- (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.5.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.) To Be Determined by Project/Task

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
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§ 4.1.1	Measured drawings		
§ 4.1.2	Existing facilities surveys		
§ 4.1.3	Site Evaluation and Planning (B203™–2007)		
§ 4.1.4	Building information modeling		
§ 4.1.5	Civil engineering		
§ 4.1.6	Landscape design		
§ 4.1.7	Architectural Interior Design (B252™–2007)		
§ 4.1.8	Value Analysis (B204™–2007)		
§ 4.1.9	Detailed cost estimating		
§ 4.1.10	On-site project representation (B207™–2008)		
§ 4.1.11	Conformed construction documents		
§ 4.1.12	As-designed Record Drawings		
§ 4.1.13	As-constructed Record Drawings		
§ 4.1.14	Post occupancy evaluation		
§ 4.1.15	Facility Support Services (B210™–2007)		
§ 4.1.16	Tenant-related services		
§ 4.1.17	Coordination of Owner's consultants		
§ 4.1.18	Telecommunications/data design		
§ 4.1.19	Security Evaluation and Planning (B206™–2007)		
§ 4.1.20	Commissioning (B211™–2007)		
§ 4.1.21	Extensive environmentally responsible design		
§ 4.1.22	LEED® Certification (B214™–2012)		
§ 4.1.23	Fast-track design services		
§ 4.1.24	Historic Preservation (B205™–2007)		
§ 4.1.25	Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

To Be Determined by Project/Task

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

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- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner: **To Be Determined by Project/Task**

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 () visits to the site by the Architect over the duration of the Project during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within **To Be Determined by Project/Task** () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 If the Transfer Package is not an exhibit to the Agreement, or has not been previously provided to the Architect, the Owner shall provide the Transfer Package to the Architect as soon as practical following execution of the Agreement and prior to the Architect providing services under Article 3.

§ 5.2 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies

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related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Section 5.3.

§ 6.3 The Owner shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work provided by the Owner as the Architect progresses with its services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to inaccuracies or incompleteness in the cost estimates. The Architect may review the estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If at any time the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.5 The Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by cost estimates, or contractor bids or proposals, that exceed the Owner's budget for the Cost of the Work. If, however, the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, defined in or anticipated by the Transfer Package, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work and the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

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§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Init.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials and shall provide professional credit for the Design Manager, or other Owner consultant contributing to the Project design, as appropriate. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1.

Init.

§ 10.8.1 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To Be Determined by Project/Task

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To Be Determined by Project/Task

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Transfer Package and Owner Provided Information Review Phase:	percent (	30	%)
Construction Documents Phase:	percent (	45	%)
Bidding or Negotiation Phase:	percent (	5	%)
Construction Phase:	percent (	20	%)
Total Basic Compensation	One hundred percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Please see attached Schedule of Rates

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Employee or Category**Rate****§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 1.2 percent (20 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.5 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of NA (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid after (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month for the period the statement remains unpaid after the initial 30 days.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

To Be Determined by Project/Task

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B172™–2013, Standard Form Agreement Between Owner and Architect for Architect of Record Services
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Protocol Exhibit, if completed, or the following:

To Be Determined by Project/Task

- .3 Other documents:
(List other documents, if any, including additional scopes of service, if any, forming part of the Agreement.)

To Be Determined by Project/Task

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Nicholas J. Netta, AIA, NCARB, Principal

(Printed name and title)

Attachment: Netta- Architectural Services (2022-47 : Architect Appointment 2022)

Init.

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User Notes:

(1635397737)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-48

Resolution Authorizing the Award of a Contract to The Firm of ENGenuity Infrastructure to Perform Special Project Engineering Services



RESOLUTION NO. 2022-48

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF ENGENUITY INFRASTRUCTURE TO PERFORM SPECIAL PROJECT ENGINEERING SERVICES

WHEREAS, there is a need for the City of Asbury Park (the “City”) to appoint a licensed Professional Special Project Engineer to perform certain professional special project engineering services (the “services”) for the City, for the time period from January 1, 2022 through December 31, 2022; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* (specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, on November 6, 2021, the City of Asbury Park solicited a request for qualifications (RFQ) for a licensed Professional Special Project Engineer; and

WHEREAS, the firm of ENGenuity Infrastructure (also referenced as the “Firm”) of Red Bank, New Jersey, submitted the attached proposal to provide the necessary professional services to the City; and

WHEREAS, following review and evaluation of the proposals received, the Mayor and Council have determined to appoint the firm of ENGenuity Infrastructure to serve as the Special Project Engineer for the City for calendar year 2022; and

WHEREAS, said appointment shall be subject to and contingent upon certification of adequate funding for the services by the City’s Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. That ENGenuity Infrastructure (the “Firm”) is hereby appointed to perform professional special project engineering services for the City, for the time period from January 1, 2022 through December 31, 2022.

2. That this appointment is subject to and contingent upon certification of adequate funding for the services by the City's Chief Financial Officer.
3. That, subject to the provisions of Paragraph 2 above, the Mayor is hereby authorized to execute, and the City Clerk to attest, the contract between the City and the Firm for the aforementioned professional services, for the year 2022, which contract shall be in a form satisfactory to the Municipal Attorney and shall not exceed \$250,000.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. ENGenuity Infrastructure;
 - b. Donna M. Vieiro, City Manager;
 - c. JoAnn Boos, Chief Financial Officer;
 - d. Tracy Lizardi, Director of Purchasing; and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-48 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



ENGenuity Infrastructure™
2 Bridge Ave., Ste 323, Red Bank, NJ 07701
732.741.3176 | engenuitynj.com

November 29, 2021

Purchasing Agent
Attn: Tracy Lizardi
Municipal Plaza
Asbury Park, NJ 07712

RE: REQUEST FOR QUALIFICATIONS
SPECIAL PROJECT ENGINEER

Dear Ms. Lizardi:

ENGenuity Infrastructure is pleased to provide one (1) original set (unbound) hard copy and a sample contract as well as a digital copy on CD of the proposal package for REQUEST FOR QUALIFICATIONS SPECIAL PROJECT ENGINEER.

ENGenuity Infrastructure is a full-service Planning and Engineering Firm focused on Resilient Communities. For Special Projects Engineer, ENGenuity Infrastructure offers myself, Jaclyn Flor, PE, PP, CME. supported by a robust staff of engineers, planners, and environmental scientists at the firm, including Michael MacFarlane, PE, who was the Project manager for the City of Asbury Parks Citywide Wayfinding Project. ENGenuity has also included on our Team, CDM Smith. CDM Smith specializes in wastewater treatment infrastructure projects, with services ranging from planning, design, bench scale and pilot studies, and other services. We have included a robust bench of experts from CDM Smith for wastewater infrastructure projects, including Christine A. Ballard, PE, who has a resume of projects she has worked on with the City of Asbury Park. This Team has worked alongside many city staff where together we were able to strike a balance between the residents, businesses, and environment.

ENGenuity Infrastructure commends the City of Asbury Park's commitment to diversity and its support of Women Business Enterprises (WBE). ENGenuity is 100% woman owned, and holds SBE, DBE, and WBE certifications in the State of New Jersey, and is nationally certified as an EDWOSB, 8a and HUBZone qualified firm. Our Team is specifically suited for the services in this RFP. We will demonstrate throughout this Qualification Package that we meet and exceed the qualifications of this RFQ.

We thank you for the opportunity to submit this proposal. Should you have any questions or require any additional information, please do not hesitate to contact our office at 732-741-3176.

Sincerely,


Jaclyn J. Flor, PE, PP, CME
President & CEO
enclosures

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)



CITY OF ASBURY PARK
REQUEST FOR QUALIFICATIONS
SPECIAL PROJECT ENGINEER
TERM: JANUARY 1, 2022 - DECEMBER 31, 2022

ENGENUITY INFRASTRUCTURE

We Engineer, Plan, and Serve Thriving Communities
through Integrated Public Infrastructure



Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

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Section 5- Project Profiles

Section 6- Resumes

Appendix A - Sample Contract

SECTION 1. MANDATORY MINIMUM REQUIREMENTS

- 1. Name, address, email, phone and fax number of firm(s). If multiple office sites, list all, and indicate corporate office.**

ENGenuity Infrastructure
 2 Bridge Avenue, Suite 323
 Red Bank, NJ 07701
 O: 732-741-3176
 F :732-510-0892
www.engenuitynj.com

- 2. Listing of all post high school education of the applicant and/or members of a professional firm seeking to provide professional services as described within the body of the Request for qualifications.**

All members providing the professional services described within the body of the Request for qualifications have post-high school and college education as well as degrees. Some members have post-college and professional engineering education and degrees as well. Additional education information is listed in the table under number 5 below and in Section 6, Resumes.

- 3. Dates of licensure in the State of New Jersey.**

ENGenuity Infrastructure is currently licensed as a Registered Business in New Jersey and has been since July 2016. Jaclyn J. Flor is a licensed Professional Engineer in the State of New Jersey, since 2004, and a licensed Professional Planner in the State of New Jersey since 2005, and Certified Municipal Engineer in the State of New Jersey since 2005. Please see Section 4, copies of all Licenses for additional information.

- 4. A listing of any professional affiliations or membership in any professional societies or organizations, with an indication as to any office held.**

ENGenuity Infrastructure is a member of the New Jersey Society of Municipal Engineers (NJSME), the American Society of Civil Engineers (ASCE), and the Society of American Military Engineers (SAME).

5. The number of licensed professional employed (if a professional firm) and/or affiliated with the professional entity seeking to provide services to the City of Asbury Park. A description of each individual's qualifications, including education, licensure and years of professional experience.

Key Personnel & Rate Title	Years Of Experience	Areas Of Expertise
Jaclyn J. Flor, PE, PP, CME Principal in Charge Bachelor of Science	22	Roadway Design, Water/Wastewater Management, Hydrology/Drainage, Park Design, Streetscape Design, Traffic Engineering, Construction Management, Environmental Engineering, Bidding, Planning Studies, Permitting, Municipal & Civil Engineering,
William McConnell III, PE, BCEE Process Engineering Bachelor of Science	30+	Planning, design, operation and construction of wastewater and water treatment facilities, Environmental Engineering, Design, Project Management
Christine Ballard, PE Technical Advisor Bachelor of Science, Masters of Science	18	Water and Wastewater Management, NJ Infrastructure Bank, Regulatory Compliance, Pumping Systems, water treatment and distribution, sewer engineering, Project Management
Dana Boyadjian, PE, LSRP Environmental Engineer Bachelor of Science, Masters of Science	40+	Environmental Studies, research, testing, monitoring, sampling, monitoring wells, geo-probe, and test pit investigations with County, State and Federal facilities, construction projects, contaminated sites, underground storage tank sites and landfills. Brownfield rehabilitation.
Howard Matteson, PE, BCEE, PMP Task Manager/Wastewater Treatment Facilities/Pumping Stations Bachelor of Science	25+	QA/QC, Wastewater Treatment, Stormwater Management, Flood Control, Environmental Site Assessments, Planning, Project Management.
Brian Kearney, ME, PE, CCM Construction Management Bachelor of Science	20+	Environmental Engineering, Project Management, Construction Management, Design, Water/Wastewater Management.
Michael MacFarlane, PE Senior Staff Civil Engineer Bachelor of Science	8	Civil Design, Transportation Infrastructure, Utility Design, Urban Design, AutoCad, Construction Management
Matthew Berdahl PE Senior Staff Civil Engineer Bachelor of Science	12	Civil Design, Utility Design, Sanitary Sewer Design, Transportation Infrastructure, Roadway Designs, Drainage Designs, O&M Manuals, Permitting, Urban Design, GIS, AutoCad
Rina Dalal, PE Energy Management and Conservation Bachelor of Science, Masters of Science	14	Environmental Engineering, Permitting, Water/Wastewater Management, Infrastructure Improvement

Michael Keane Civil Designer Bachelor of Science	4	Inspections, Tracking Quantities, Civil Design, Transportation Infrastructure, Utility Design, Urban Design, AutoCad
Prasanna Sabale Civil Designer Bachelor of Science, Masters of Science	3	Inspections, Tracking Quantities, Civil Design, Transportation Infrastructure, Utility Design, Urban Design, AutoCad
Justin Parker, EIT Civil Designer Bachelor of Science	2	Inspections, Tracking Quantities, Civil Design, Grading, Utility Design, AutoCad, Inspection
Mark Esposito Civil Designer Bachelor of Science	1	Inspections, Tracking Quantities, Civil Design, Grading, Utility Design, AutoCad, Inspection

6. A listing of all previous Public Sector entities served by the applicant/proposer licensed professional including dates of service and position(s) held.

Please see below for a listing of the Public Clients that ENGenuity has worked for in the past five (5) years and have included those in which we were in their pool of engineers as well.

- City of Hoboken (pool of engineers 2017-2021 and multiple capital projects)
- City of Jersey City (pool of engineers 2016-2021)
- Jersey City Redevelopment Agency (pool of engineers 2017-2021 and multiple projects)
- Borough of Chatham (multiple capital projects)
- Borough of Sea Bright (pool of engineers 2017-2019)
- Red Bank RiverCenter (parking lot and streetscape projects 2019-2020)
- Hudson County Improvement Authority (pool of engineers 2018-2020)
- Hudson County (pool of engineers 2019)
- Borough of Oceanport (conflict engineer 2017-2021)
- City of Rahway (pool of engineers 2017-2021)
- Passaic Valley Sewerage Commission (PVSC) (pool of engineers 2020-2021)
- City of East Orange (pool of engineers 2019-2021)
- City of Newark (Lead Service Line Replacement Program 2020-2021)
- Neptune Township (pool of engineers 2020)
- City of Asbury Park (Citywide wayfinding 2020-2021)
- City of Trenton (CDBG Demo Projects 2021)
- NJDEP (Resilient NJ Regional Resiliency Adaption Action Plan 2020-2022)
- City of Trenton (Lead Service Line Replacement Program 2021-2022)

Prior to 2016, Jaclyn Flor, served as Borough Engineer for the Borough of Sea Bright and Monmouth Beach and a consulting engineer to Hoboken, Neptune Township, and Hudson County. She has a vast resume with over 20 years in the Public Realm. She has served as an Engineering Consultant to the City of Jersey City, Jersey City Redevelopment Agency, City of Hoboken, Hudson County, Bergen County, Somerset County, Red Bank Borough, Borough of Oceanport, City of East

Orange, City of Newark, the Passaic Valley Sewerage Commission (PSVC), the Hudson County Improvement Authority, Matawan Borough, South Plainfield Zoning Boards, Highlands Borough Boards, Borough of Chatham, Monmouth Beach Borough and Boards, Manalapan Township Boards, Neptune Township, Sea Bright Borough, West Long Branch, Middlesex Borough, Millstone Township, Borough of Metuchen, Borough of Carteret, Union Township, City of Elizabeth, Middletown Township, Marlboro Township Boards, City of Woodbridge Boards, Englewood Township Boards, and the City of Long Branch. As a Coastal Engineer, Ms. Flor provided Engineering services to the NJDEP, Sea Bright, NJ, City of Key West, FL, Panama City Beach, FL, Estero Island in Fort Myers, FL, and Fire Island, NY.

7. Must demonstrate a proven record with Special Engineering Projects as defined herein.

ENGenuity has served as the Special Projects Engineer for Oceanport Borough. Additionally, see Section 2 for a detailed description of ENGenuity's proven record with Special Engineering Projects, as well as the listing of Public Sector Clients in number 6 above.

8. Must have a minimum of five (5) years' experience with Special Engineering Projects as defined herein for municipalities in the State of New Jersey.

ENGenuity has over five (5) years of experience with Special Engineering Projects. Please see Section 2 for a detailed description of ENGenuity's Special Engineering Projects work.

9. Proposed cost of the service(s) or activities, including the hourly rate of individuals who will perform the services or activities.

Our services will be provided by billing rate basis. An invoice for professional services completed will be presented with description of hours.

BILLING TITLE	BILLING RATE/HR
Junior Technical Staff Administrative Support Staff	\$90.00
Field Staff /Professional Entry Level/ Technical Entry Level	\$105.00
Technical Staff /Professional Staff/ Field Staff Midlevel	\$125.00
Professional Staff Midlevel/ Technical Midlevel / Prof. Field Staff	\$155.00
Licensed Professional Staff/ Supervising Technical	\$175.00
Supervising Professional Staff	\$180.00
Senior Supervising Professional /Group Manager/ Director/ Division Manager/ Corporate Manager	\$195.00
Executive	\$215.00

Additionally, we have included CDM Smith on the ENGenuity Team for Wastewater Treatment Infrastructure Projects and some Stormwater Projects. CDM Smiths Rates will be billed as a sub-consultant to ENGenuity and are as follows:

CDM Smith Personnel Classifications	
Principal/ Executive / Engineer IX	\$260
Engineer VIII	\$245
Engineer VII	\$228
Engineer VI	\$185
Engineer V	\$150
Engineer IV	\$137
Engineer III	\$125
Engineer I/II	\$96
Senior Technician	\$96
Technician	\$81
Resident Project Representative Engineer III	\$96
Resident Project Representative Engineer IV	\$109
Admin	\$95
Drafter	\$115
Designer I	\$125
Designer II	\$150
GRC Designer, GIS, Estimator 1-4	\$55
GRC Engineer, Architect, Planner 1-3	\$66
GRC Designer, GIS, Estimator, Project Controls 5- 6	\$66
GRC Engineer, Architect, Planner 4-5	\$77
GRC Designer, GIS, Estimator, Project Controls 7 and above	\$77
GRC Engineer, Architect, Planner 6 and above	\$101
Estimator, Project Controls 8 and above	\$101

In the performance of services, CDM Smith may use personnel and resources from CDM Smith affiliated companies. Notwithstanding any provision to the contrary contained in the Agreement, the personnel from CDM Smith Global Services India LLP will be billed at the hourly rate provided in the above table.

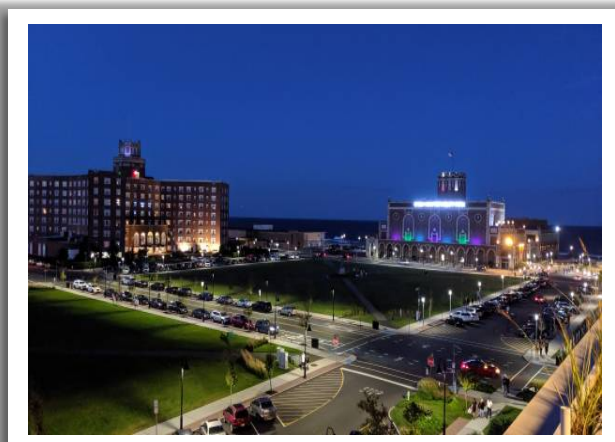
SECTION 2 . PROFESSIONAL INFORMATION & QUALIFICATIONS

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

PROFESSIONAL INFORMATION & QUALIFICATIONS

ENGENUITY INFRASTRUCTURE is a full-service Planning and Engineering Firm focused on Building Resilient Communities. ENGenuity will balance planning principles with technical engineering expertise to achieve the goals of the City of Asbury Park and is uniquely qualified for the role of Special Projects Engineer.

Our knowledge of the City of Asbury Park, with its unique infrastructure challenges, and integrated approach to design is what sets us apart from other consultants. In 2021, ENGenuity designed the Citywide wayfinding signage for the City, and in doing so interviewed multiple stakeholders that spoke on the diversity and passion they had for their City. The City is unique and iconic, it is, progressive and innovative in design, and values its history, the arts, and diversity. The City strives to be multi-modal and has made advances in transportation for bikes, walkability, and green infrastructure.



For Special Projects Engineer, ENGenuity Infrastructure offers, **Jaclyn Flor, PE, PP, CME**. Ms. Flor would be supported by a robust staff of engineers, planners, and environmental scientists at the firm, including **Michael MacFarlane, PE**, who was the Project manager for the City of Asbury Parks Citywide Wayfinding Project. ENGenuity has also included on our Team, CDM Smith. CDM Smith specializes in wastewater treatment infrastructure projects, with services ranging from planning, design, bench scale and pilot studies, and other services. We have included a robust bench of experts from CDM Smith for wastewater infrastructure projects, including **Christine A. Ballard, PE**, who has a resume of projects she has worked on with the City of Asbury Park. This Team has worked alongside many city staff where together we were able to strike a balance between the residents, businesses, and environment.

ENGenuity has significant experience representing municipal clients or other local governments and public agencies in the State of New Jersey and Pennsylvania. Our professional services related to the planning and design and overseeing of capital improvement projects for public buildings, roads, parks, recreational facilities, energy, water, stormwater, sewer, and other public infrastructure projects includes preparing plans, specifications, estimates, schedules, permits and approvals in accordance with state and federal standards and guidelines; and providing professional services in technical and administrative areas such as: bid specification and construction drawing preparation; municipal land use, planning and zoning; landscape architecture; urban design; open space planning and design; community engagement; building systems analysis and studies; mechanical, electrical and plumbing (MEP); energy and utility engineering and planning; civil, structural and geotechnical engineering; construction management, administration, inspection and monitoring; information technology and data management; geospatial analysis and web-based open data platforms; hydraulic and hydrologic analysis; floodplain management; stormwater management system design and operations including “green infrastructure” and low impact development strategies for non-point source pollution reduction; water system design and operations; infrastructure maintenance and asset management; public works management; land surveying; permitting; environmental investigation, preliminary assessments, site investigations, site remediation, and remedial action work plans; solid waste, composting and recycling management; pavement management, traffic engineering and transportation planning; waterfront and marine design, engineering and investigation; municipal budgeting; and a firm understanding of public contracts law.

ENGenuity Infrastructure's President and CEO, Jaclyn Flor, PE, PP, CME, has a vast resume with over 20 years in the Public Realm. She has served as an Engineering Consultant to the City of Jersey City, Jersey City Redevelopment Agency, City of Hoboken, Hudson County, Bergen County, Somerset County, Red Bank Borough, Borough of Oceanport, City of East Orange, City of Newark, the Passaic Valley Sewerage Commission (PSVC), the Hudson County Improvement Authority, Matawan Borough, South Plainfield Zoning Boards, Highlands Borough Boards, Borough of Chatham, Monmouth Beach Borough and Boards, Manalapan Township Boards, Neptune Township, Sea Bright Borough, West Long Branch, Middlesex Borough, Millstone Township, Borough of Metuchen, Borough of Carteret, Union Township, City of Elizabeth, Middletown Township, Marlboro Township Boards, City of Woodbridge Boards, Englewood Township Boards, and the City of Long Branch. As a Coastal Engineer, Ms. Flor provided Engineering services to the NJDEP, Sea Bright, NJ, City of Key West, FL, Panama City Beach, FL, Estero Island in Fort Myers, FL, and Fire Island, NY.

CDM Smith has provided wastewater facilities plans, design, construction management, rates, institutional management, and operations consulting for major wastewater collection and treatment facilities nationwide and around the world. CDM Smith has participated on over 750 wastewater system projects in the last 10 years involving design of wastewater collection and treatment facilities. CDM Smith's extensive experience in the design of water pollution control plants—ranging up to 1,200-mgd capacity—includes the complete array of wastewater treatment processes and solids handling operations, plant operations and control facilities, and energy management systems. CDM Smith's design and construction experience encompasses varied treatment process types and facilities for primary, secondary, and advanced levels of treatment, for completely new construction as well as for rehabilitation, expansion, and upgrading of existing facilities. With in-house support groups in disciplines of site/civil, electrical, mechanical, structural, HVAC, architectural, plumbing, cost estimating, and instrumentation engineering and environmental planning, we offer a unique breadth and continuity of service for communities of all sizes.

As demonstrated in our resumes, our employees are Accredited Professionals ("AP") in Leadership in Energy and Environmental Design ("LEED") by the Green Building Certification Institute ("GBCI"), Certified Floodplain Managers ("CFM") accredited by the national Association of Floodplain Managers ("ASFPM"), Certified Municipal Engineers ("CME") accredited by the New Jersey Municipal Engineering Institute, Professional Traffic Operation Engineers ("PTOE") by the Transportation Professional Certification Board, and Certified Planners by the American Institute of Certified Planners ("AICP").

DEMONSTRATED ABILITY TO MEET DEADLINES

Jaclyn J. Flor, PE, PP, CME, is offered as the **Principal in Charge** and Point of contact for the City of Asbury Park for Special Projects Engineer. ENGenuity has demonstrated our ability to meet the deadlines of the City of Asbury Park on recent projects. We meet with our Clients routinely at kick-off, 30% Design, 60% Design, 90% Design, and at Final Design. All meetings are thoroughly documented with Agendas and meeting minutes with Action Items. ENGenuity's commitment to timely delivery and transparent communication is the key to the success of our Projects.

REFERENCES

We encourage the City of Asbury Park to reach out to our references listed below:

Mayor Ravi Bhalla, Mayor of Hoboken
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
(201) 239-6643

Phil Scott, PE, Director of Engineering
City of Newark
920 Broad Street, Rm 412
Newark, NJ 07102
973-733-8520

Farrah Gee, Grant Administrator
Housing and Economic Development
City of Trenton
319 East State Street
Trenton, NJ 08601
609- 989-3516

Jeanne Smith, RMC, QPA, Borough Clerk
Borough of Oceanport
910 Oceanport Way
PO Box 370
Oceanport, NJ 07757
732-222-8221

LICENSES AND CERTIFICATIONS

ENGenuity is 100% Woman owned. Copies of all licenses and certifications can be found in Section 4, which include a New Jersey Business Registration, Public Works Registration Certificate (PWRC), and Certificate of Authorization (COA) from the Professional Board of Engineers, and PE, PP, and CME license numbers. Additionally, ENGenuity is a Woman Business Enterprise (WBE), a Woman Owned Small Business (WOSB), a Disadvantaged Business Enterprise (DBE), and a Small Business Enterprise (SBE), an 8a and HUBZone firm, and copies of these licenses can also be found in Section 4.

QUALIFICATIONS FOR SPECIAL PROJECT ENGINEER

A. DEMONSTRATED EXTENSIVE ENGINEERING EXPERIENCE IN ONE OR MORE VARIOUS PUBLIC WORKS PROJECTS AND ENGINEERING DISCIPLINES INCLUDING, BUT NOT LIMITED TO:

I. NEW BUILDING DEVELOPMENT

ENGenuity has multiple project profiles included in for new building development in Section 5. For building development projects ENGenuity works with Architects that design the Architectural elements of the buildings, and ENGenuity designs the site work including, parking facilities, lighting, utilities, landscaping, and stormwater. In our Project Profiles in Section 5 we included a variety of recent building development profiles. These projects include multiple local and DOE projects in New Jersey.

II. PARKING FACILITIES, MANAGEMENT AND ANALYSIS

ENGenuity has designed multiple parking facility projects, and have included examples in Section 5, Project Profiles. Most recently, ENGenuity redesigned the downtown parking lots in the Borough of Red Bank. The project reconstructed three Borough rights-of-way, English Plaza, White Street, and Emanuel Court, and two downtown Borough parking lots, one in English Plaza and the other a portion of the White Street lot. The project focused on transforming this area with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project aimed to spur economic development through a redesign that provides a safe, aesthetic, and inviting space for the hosting of public events, and for patrons to safely park and access the businesses. The project aimed to increase foot traffic to these businesses by providing safe and sufficient pedestrian circulation; efficient access to parking; improved and aesthetic lighting; new brick paver sidewalks, curb, pavement; and landscaping. The area was redesigned with a layout that can support public events, fairs, and farm markets. Through this project, the area was transformed from a mere background along the shoppers' walk to Broad Street into an inviting area where patrons can shop, dine, relax and stroll. In addition to multiple streetscape areas, the project included closing a deteriorated alley to vehicular traffic and converting it into a pedestrian park with murals and lighting. This is the type of community value that ENGenuity brings to all of our projects, by incorporating a Listening Phase we were able to transform a parking facility into a project that served their downtown.

III. PARKS AND OPEN SPACES

In our Project profiles in Section 5 we showcase several park projects. ENGenuity designed Miller Field in New Providence and have provided this profile to showcase our work in active recreation and sports design. To showcase our stormwater and innovative park experience, we included, Southwest Resiliency Park Expansion in the City of Hoboken. ENGenuity is currently in the Public Outreach and Design Phase of the project. The City of Hoboken in 2021 hired Starr Whitehouse and ENGenuity as well as several other consultants for the Southwest Resiliency Park Expansion. Hoboken's Southwest Resiliency Park Expansion will provide recreational amenities and will incorporate multiple innovative stormwater management measures. The Park Expansion will complement the existing Southwest Park, and will build upon the stakeholder feedback already received for the existing pop-up park at its location. The Southwest Park Expansion, located at 57 Marshall Street/60 Harrison Street, will be developed through a robust public engagement process. Public input will be used to develop alternative layouts for the project site, each maximizing the design and flood risk reduction potential. Through public feedback on these alternatives, a final design for the park will be developed, construction documents completed, and the project will be publicly advertised and bid for construction. It is envisioned that the Southwest Resiliency Park Expansion will incorporate innovative, inclusive, and universally accessible play areas, active recreation, passive recreation, cultural/civic uses, landscapes, and urban design. The project will also complement the character of the surrounding neighborhood, including the existing Southwest Resiliency Park. The project intends to detain stormwater to further manage flooding in Southwest Hoboken. The Project will also incorporate multi-modal improvements on the streets surrounding the park so that access and circulation around the park are improved.

IV. RECREATIONAL FACILITIES

ENGenuity has worked on a variety of recreational facilities. In our Project profiles in Section 5 we showcase the Hudson River Waterfront Walkway State of Good Repair Project. ENGenuity was hired by the Hoboken South Waterfront Board to design and inspect the Hudson River Waterfront Walkway State of Good Repair Project from Newark Street to 4th Street. Our scope included Survey, Design, Advertising, Bidding, and Construction Administration and Inspection. The project reset the brick walkway, sanded and repainted the railing, reset the pile caps, upgraded the irrigation system, replanted trees, replaced lighting, and upgraded landscaping.

V. SITE DEVELOPMENT

ENGenuity has performed a variety of site development projects, which we can provide project profiles, however, for Special Projects Engineer we are assuming the City is more interested in our experience reviewing site development projects. Since 2019 to present, ENGenuity Infrastructure has been the appointed Special Projects Engineer for the Borough of Oceanport. In that role we have performed multiple site development reviews on Fort Monmouth. Most recently in 2021 we reviewed a 60-acre site development in Fort Monmouth that was divided into three (3) phases of engineering and planning reviews. Our review letters reviewed traffic, circulation, variances, design waivers, environmental, utilities, stormwater, permitting, status of outside approvals, details, bonding, and assisting in reviewing the engineering aspects of the Developers Agreement.

VI. STORMWATER AND WASTEWATER FACILITIES AND INFRASTRUCTURE

ENGenuity provides multiple examples of stormwater and green infrastructure design in our Project Profiles in Section 5, however, this is where we would like to highlight our sub-consultant CDM Smith and their vast resume of stormwater and wastewater projects. CDM Smith is one of the largest engineering firms in the U.S. that specializes in environmental practice. Wastewater treatment infrastructure projects, with services ranging from planning, design, bench scale and pilot studies, and other services, have been the cornerstone of CDM Smith's engineering consulting since the firm's founding. CDM Smith has provided wastewater facilities plans, design, construction management, rates, institutional management, and operations consulting for major wastewater collection and treatment facilities nationwide and around the world. Specific areas of CDM Smith's experience in wastewater engineering are provided in the Project Profiles in Section 5. CDM Smith has participated on over 750 wastewater system projects in the last 10 years involving design of wastewater collection and treatment facilities. CDM Smith's extensive experience in the design of water pollution control plants—ranging up to 1,200-mgd capacity—includes the complete array of wastewater treatment processes and solids handling operations, plant operations and control facilities, and energy management systems. CDM Smith's design and construction experience encompasses varied treatment process types and facilities for primary, secondary, and advanced levels of treatment, for completely new construction as well as for rehabilitation, expansion, and upgrading of existing facilities. With in-house support groups in disciplines of site/civil, electrical, mechanical, structural, HVAC, architectural, plumbing, cost estimating, and instrumentation engineering and environmental planning, we offer our clients a unique breadth and continuity of service for communities of all sizes.

Biosolids Management

For 70 years, CDM Smith has provided its clients comprehensive consulting and design services for biosolids management. CDM has designed biosolids processing facilities and developed varied biosolids management plans that are environmentally sound and cost efficient, while remaining sensitive to the specific technological, social, and institutional concerns of communities. CDM

Smith has recommended and designed almost all of the methodologies currently considered practical for biosolids treatment: thickening by gravity, flotation, or centrifugation; chemical conditioning; heat treatment; anaerobic or aerobic digestion; dewatering by centrifuge, filter press, belt press or vacuum filter; reduction and conversion by co-disposal with solid waste or by combustion; and disposal by landfilling and reuse via direct land application, composting, or both direct and indirect drying to a soil amendment product.

Several members of our team are key participants in ongoing Water Research Foundation (WRF) projects to evaluate the impacts of PFAS on wastewater and biosolids. This first-hand knowledge and understanding of current biosolids treatment and management practices, and cutting-edge research into the relationships between wastewater, biosolids, and PFAS provides a firm foundation for this critical biosolids study.

Odor Control

The control of odors in wastewater systems has been an area of active concern for CDM Smith. CDM has extensive experience in both conventional and state-of-the-art odor control technologies. In the last decade, CDM Smith has successfully executed over 100 odor control projects throughout the United States and in several foreign countries. These projects have included emissions modeling, dispersion modeling, and odor surveys, as well as technology evaluations and detailed facility on and off-site sources design. CDM Smith's Air Quality group has not only provided sound odor control engineering advice but has also been innovative in the evaluation of data, development of treatment alternatives, and design of facilities.

CDM Smith is thoroughly familiar with the application of odor control technology to wastewater facilities design. As experts in the O&M of wastewater collection and treatment systems, CDM Smith O&M specialists have also provided operations troubleshooting and process evaluation on odor-related problems in treatment plants, pumping stations, and collection systems. Please see Section 5 for Project Profiles.

VII. STREETS AND ROADWAY IMPROVEMENTS

ENGenuity has provided many examples of street and roadway improvements in our project profiles in Section 5. We have designed and provided construction management for multiple road programs for the City of Hoboken that include multi-modal improvements. ENGenuity was hired by the Hoboken to for Conceptual Design, Final Design, and Construction Management for the Milling and Paving of Grand Street between Newark and 5th and 6th and 9th; 7th Street between Monroe and Clinton Street and between Garden and Hudson Street, and 12th Street between Garden and Willow. The project included separated Class I bike lanes, a raised intersection at Grand and 9th, and complete street upgrades. The project was funded through an NJDOT municipal aid grant. Due to the Class I bike lanes, coordination with the Hoboken Fire Department, Police, and NJ TRANSIT. The limit of disturbance exceeded 5,000 SF, and therefore, HEPSCS permitting was required. ENGenuity was also hired by the Hoboken for Conceptual Design, Final Design, and Construction Management for the Milling and Paving of Clinton Street from 7th to 8th Street and from Newark to 6th Street; and Jackson Street from 8th to 9th Street. Portions of Clinton Street are within the Central Hoboken Historic District, therefore, approval from the HPC was required for the design. ENGenuity was hired for Phase I and Phase II Water Infrastructure Upgrades in the City of Hoboken and Hudson Street Water Upgrades and designed several miles of roads with complete street upgrades including micro-mobility stations, bike lanes, and green infrastructure. ENGenuity also designed two (2) historic roadway upgrades in Hoboken, and designed the Capital Improvement roadway project in Chatham Borough.

VIII. STRUCTURAL ENGINEERING AND ANALYSIS

ENGenuity recently provided structural engineering and analysis for the foundation designs for the City of Asbury Park wayfinding signage. We provided calculations and details in the design documents and construction management services in the design phase for the foundations.

IX. TRAFFIC SAFETY AND TRAFFIC ENGINEERING ANALYSIS

ENGenuity in our role as Special Projects Engineer performs traffic safety and traffic engineering analysis for reviews on Fort Monmouth in the Borough of Oceanport. We also design traffic safety plans for many of our capital projects.

X. VARIOUS TYPES OF STATE PERMITS

ENGenuity has obtained multiple State permits for our various public and private sector projects. These permits include NJDEP permits including General Permits, Flood Hazard Permits, LOIs, Treatment Works, CAFRA, Wetlands Permitting and Transitional Area Waivers. We have also applied for Minor and Major Access permits from the NJDOT.

B. PROPOSER ARE REQUIRED TO INCLUDE AN HOURLY RATE STRUCTURE OF ALL INDIVIDUALS THAT MAY PERFORM ON A CITY PROJECT. THE SPECIAL PROJECTS ENGINEER WILL, ON AN "AS NEEDED" BASIS, BE ASSIGNED PROJECTS.

ENGenuity's services will be provided by billing rate basis. An invoice for professional services completed will be presented with descriptions of hours. Printing and direct expenses will be billed.

BILLING TITLE	BILLING RATE/HR
Junior Technical Staff Administrative Support Staff	\$90.00
Field Staff /Professional Entry Level/ Technical Entry Level	\$105.00
Technical Staff /Professional Staff/ Field Staff Midlevel	\$125.00
Professional Staff Midlevel/ Technical Midlevel / Prof. Field Staff	\$155.00
Licensed Professional Staff/ Supervising Technical	\$175.00
Supervising Professional Staff	\$180.00
Senior Supervising Professional /Group Manager/ Director/ Division Manager/ Corporate Manager	\$195.00
Executive	\$215.00

Billing Basis: Fixed Rate for Each Billing Title

Additionally, we have included CDM Smith on the ENGenuity Team for Wastewater Treatment Infrastructure Projects and some Stormwater Projects. CDM Smiths Rates will be billed as a sub-consultant to ENGenuity and are as follows:

CDM Smith Personnel Classifications	
Principal/ Executive / Engineer IX	\$260
Engineer VIII	\$245
Engineer VII	\$228
Engineer VI	\$185
Engineer V	\$150
Engineer IV	\$137
Engineer III	\$125
Engineer I/II	\$96
Senior Technician	\$96
Technician	\$81
Resident Project Representative Engineer III	\$96
Resident Project Representative Engineer IV	\$109
Admin	\$95
Drafter	\$115
Designer I	\$125
Designer II	\$150
GRC Designer, GIS, Estimator 1-4	\$55
GRC Engineer, Architect, Planner 1-3	\$66
GRC Designer, GIS, Estimator, Project Controls 5- 6	\$66
GRC Engineer, Architect, Planner 4-5	\$77
GRC Designer, GIS, Estimator, Project Controls 7 and above	\$77
GRC Engineer, Architect, Planner 6 and above	\$101
Estimator, Project Controls 8 and above	\$101

In the performance of services, CDM Smith may use personnel and resources from CDM Smith affiliated companies. Notwithstanding any provision to the contrary contained in the Agreement, the personnel from CDM Smith Global Services India LLP will be billed at the hourly rate provided in the above table.

C. PLEASE INCLUDE EXPERIENCE IN WORKING WITH FEDERALLY FUNDED PROGRAMS SUCH AS CDBG, FHWA, ETC.

ENGenuity has recent experience working on federally funded programs and have provided Project Profiles showcasing this experience in Section 5. For CDBG we provided the Phase I and Phase Demolition Projects of Abandoned Properties for the City of Trenton. The City of Trenton hired ENGenuity Infrastructure to provide demolition consulting services (Engineering and CAI) for multiple demolition projects for various city owned properties. Services rendered included the preparation of plans and specifications for the removal of these structures. The scope included arranging for hazardous building material removal (i.e. asbestos, lead, universal wastes), demolition of the structures, and associated site restoration. The project was funded by a mix of government grant funding from the Community Development Block Grant Program (CDBG) along with funds from the Department of Housing and Economic Development. We also provided a project profile for Canal Crossing in Jersey City which was funded through several agencies including FHWA. Lastly, we provided a profile for Resilient NJ which is funded through HUD.

- D. THE CITY RESERVES THE RIGHT TO APPOINT MORE THAN ONE SPECIAL PROJECTS ENGINEER AND THE APPOINTMENT IS NO GUARANTEE OF WORK. RESPONSES SHALL INCLUDE A PRICE FOR WORK/ACTIVITIES THROUGH ESCROW FUNDS. IF THERE IS NO CHANGE IN PRICE FROM THE MUNICIPAL RATE, PLEASE INCLUDE A STATEMENT AS SUCH.

ENGenuity agrees to bill at the same rates for activities through escrow funds. These rates are the same as above, as listed under Item B in this Section (Section 2).

KEY TEAM MEMBER SUMMARY (RESUMES CAN BE FOUND ON IN SECTION 6)

ENGenuity has provided a list below of key team members, we provided a range of professionals so that there is also a range of rates to provide the most cost effective and qualified team to the City of Asbury Park.

Key Personnel & Rate Title	Years Of Experience	Areas Of Expertise
Jaclyn J. Flor, PE, PP, CME Principal in Charge Bachelor of Science	22	Roadway Design, Water/Wastewater Management, Hydrology/Drainage, Park Design, Streetscape Design, Traffic Engineering, Construction Management, Environmental Engineering, Bidding, Planning Studies, Permitting, Municipal & Civil Engineering,
William McConnell III, PE, BCEE Process Engineering Bachelor of Science	30+	Planning, design, operation and construction of wastewater and water treatment facilities, Environmental Engineering, Design, Project Management
Christine Ballard, PE Technical Advisor Bachelor of Science, Masters of Science	18	Water and Wastewater Management, NJ Infrastructure Bank, Regulatory Compliance, Pumping Systems, water treatment and distribution, sewer engineering, Project Management
Dana Boyadjian, PE, LSRP Environmental Engineer Bachelor of Science, Masters of Science	40+	Environmental Studies, research, testing, monitoring, sampling, monitoring wells, geo-probe, and test pit investigations with County, State and Federal facilities, construction projects, contaminated sites, underground storage tank sites and landfills. Brownfield rehabilitation.
Howard Matteson, PE, BCEE, PMP Task Manager/Wastewater Treatment Facilities/Pumping Stations Bachelor of Science	25+	QA/QC, Wastewater Treatment, Stormwater Management, Flood Control, Environmental Site Assessments, Planning, Project Management.
Brian Kearney, ME, PE, CCM Construction Management Bachelor of Science	20+	Environmental Engineering, Project Management, Construction Management, Design, Water/Wastewater Management.
Michael MacFarlane, PE Senior Staff Civil Engineer Bachelor of Science	8	Civil Design, Transportation Infrastructure, Utility Design, Urban Design, AutoCad, Construction Management
Matthew Berdahl PE Senior Staff Civil Engineer Bachelor of Science	12	Civil Design, Utility Design, Sanitary Sewer Design, Transportation Infrastructure, Roadway Designs, Drainage Designs, O&M Manuals, Permitting, Urban Design, GIS, AutoCad

Rina Dalal, PE Energy Management and Conservation Bachelor of Science, Masters of Science	14	Environmental Engineering, Permitting, Water/Wastewater Management, Infrastructure Improvement
Michael Keane Civil Designer Bachelor of Science	4	Inspections, Tracking Quantities, Civil Design, Transportation Infrastructure, Utility Design, Urban Design, AutoCad
Prasanna Sabale Civil Designer Bachelor of Science, Masters of Science	3	Inspections, Tracking Quantities, Civil Design, Transportation Infrastructure, Utility Design, Urban Design, AutoCad
Justin Parker, EIT Civil Designer Bachelor of Science	2	Inspections, Tracking Quantities, Civil Design, Grading, Utility Design, AutoCad, Inspection
Mark Esposito Civil Designer Bachelor of Science	1	Inspections, Tracking Quantities, Civil Design, Grading, Utility Design, AutoCad, Inspection

SECTION 3. CHECKLIST AND REQUIRED FORMS

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

City of Asbury Park
PROPOSAL DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Acknowledgment of Receipt of Addenda	<i>gjf</i>
☒	Mandatory Affirmative Action Language	<i>gjf</i>
☒	New Jersey Anti-Discrimination	<i>gjf</i>
☒	Americans with Disabilities Act of 1990 Language	<i>gjf</i>
☒	Stockholder Disclosure Certification Statement of Ownership	<i>gjf</i>
☒	Proof of Business Registration	<i>gjf</i>
☒	Disclosure of Investment Activities in Iran	<i>gjf</i>
☒	Election Contributions Disclosure Notification Form	<i>gjf</i>
☒	Non-Collusion Affidavit	<i>gjf</i>
☒	W-9 Form	<i>gjf</i>
☒	Political Contributions Disclosure Form	<i>gjf</i>
☒	Sworn Statement by Professional Services Provider	<i>gjf</i>
☒	Ethics Statement	<i>gjf</i>

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

City of Asbury Park

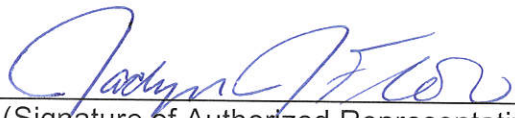
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: 

Acknowledged for: ENGenuity Infrastructure
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Jaclyn J. Flor, PE, PP, CME
(Print or Type)

Title: President & CEO

Date: 11-29-2021

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
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 or sex. Except with respect to affectional or sexual orientation, 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 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 for the 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 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 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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

A handwritten signature in blue ink, reading "Jacquelyn J. Fier". The signature is fluid and cursive, with the first name "Jacquelyn" and the last name "Fier" being more prominent.

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

Certification 56488

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

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-SEP-2016** to **15-SEP-2023**

ENGENUITY INFRASTRUCTURE, LLC
211 BROAD STREET - SUITE 204
RED BANK NJ 07302



A handwritten signature in black ink, appearing to read "Ford M. Scudder", is positioned above the printed name.

FORD M. SCUDDER
Acting State Treasurer

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: ENGenuity Infrastructure

SIGNATURE: 

PRINT NAME: Jaclyn J. Flor, PE, PP, CME

TITLE: President & CEO

DATE: 11-29-2021

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

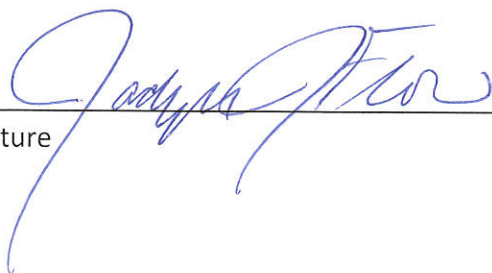
Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

Signature



AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

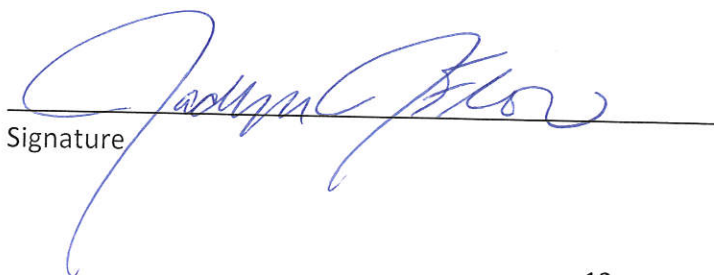
The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature



STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: ENGenuity Infrastructure

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|---|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☒ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☐ Subchapter S Corporation | ☐ Non-Profit | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Jaclyn J. Flor, PE, PP, CME

Name: _____

Home Address: 49 Pemberton Avenue

Home Address: _____

Oceanport NJ 07757

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 25 day of November, 2021

(Notary Public)

My Commission expires:

AMANDA SCHERMOND
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50069831
My Commission Expires 10/11/2025

Amanda Schermond

Jaclyn J. Flor
 (Affiant)

Jaclyn J. Flor, PE, PP, CME President & CEO
 (Print name & title of affiant)

(Corporate Seal)

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, City of Asbury Park, is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

FEDERAL AND STATE LICENSES

ENGenuity Infrastructure, LLC has State and Federal licenses and certifications including the following:

- ENGenuity Infrastructure, LLC holds a **State of New Jersey Business Registration Certificate**, under Taxpayer Identification Number 813-213-168/000.



- New Jersey Public Works Contractor Registration # 711734
- New Jersey Certificate of Authorization # 24GA28268000 for Professional Engineering and Land Surveying
- ENGenuity Infrastructure's President and CEO, Jaclyn Flor holds the following licenses:
Professional Engineer in the State of New Jersey - License No. 24GE04542600
Professional Planner in the State of New Jersey - License No. 33LI00592000
Professional Engineer in the State of Pennsylvania - License No. PE070906
Professional Engineer in the State of New York - License No. 101540
- ENGenuity Infrastructure's Senior Staff Engineer's: Michael MacFarlane, is a Professional Engineer in the State of New Jersey - License No. 24GE05533400; and Matt Berdahl, PE, is a Professional Engineer in the State of New Jersey - License No. 24GE05291500;
- ENGenuity is New Jersey SBE certified - Certificate #A0099-51
- ENGenuity is New Jersey DBE certified - NAICS codes 541330, 541611, 541620
- ENGenuity is New Jersey WBE certified- Certificate #69554-15
- ENGenuity is SBE and WBE certified by the Port Authority of New York & New Jersey
- ENGenuity is Nationally WBENC-WBE certified - Certificate # WBE1800985
- ENGenuity is Nationally WBENC-WOSB certified - Certificate # WOSB180997
- ENGenuity is EDWOSB, HUBZone, and 8(a) certified nationally by the US Small Business Administration.

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

Disclosure of Investment Activities in Iran

Bidder Name: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the *<name of contracting unit>* is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the *<reference to contracting unit>* to notify the *<reference to contracting unit>* in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the *<name of contracting unit>* and that the *<reference to contracting unit>* at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Jaclyn J. Flor, PE, PP, CME

Title: President & CEO

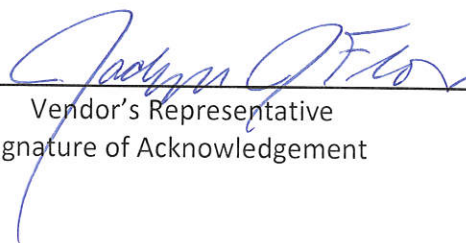
Signature: _____

Date: 11-29-2021

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27**, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Vendor's Representative
Signature of Acknowledgement

11-29-2021

Date of Acknowledgement

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Monmouth

ss:

I, Jaclyn J. Flor residing in Oceanport
(name of municipality) (name of affiant)
in the County of Monmouth and State of New Jersey
of full age, being duly sworn according to law on my oath depose
and say that:

I am President and CEO of the firm of
(Title or position) (Name of firm)

ENGenuity Infrastructure the bidder making this Proposal for the bid
entitled RFQ Special Project Engineer, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above named project; and that all statements contained in said
proposal and in this affidavit are true and correct, and made with full knowledge that the
City of Asbury Park relies upon the truth of the statements
contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established
commercial or selling agencies maintained by
ENGenuity Infrastructure.

Subscribed and sworn to

before me this day

November 29, 2021
Amanda Schermond Notary
public of New Jersey
My Commission expires 10/11/2022

(Seal)

AMANDA SCHERMOND
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50069831
My Commission Expires 10/11/2022

Jaclyn J. Flor
Signature

Jaclyn J. Flor, PE, PP, CME President & CEO
(Type or print name of affiant under signature)

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ENGenuity Infrastructure

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2 Bridge Avenue, Suite 323

6 City, state, and ZIP code
Red Bank, NJ 07701

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

8 1 - 3 2 1 3 1 6 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **11-29-2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.
NOTE: This section is not applicable to Boards of Education.

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name:	ENGenuity Infrastructure		
Address:	2 Bridge Avenue, Suite 323		
City:	Red Bank	State: NJ	Zip: 07701

Signature Jaclyn J. Flor Printed Name Jaclyn J. Flor, PE, PP, CME Title President & CEO

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]

Packet Pg. 342

Required Pursuant To N.J.S.A. 19:44A-20.26

Vendor Name:

[illegible]

23

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

N.J.S.A. 19:44A-20.26**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [the Pay to Play section](#) OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the City of Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that my family, my firm or I has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

ENGenuity Infrastructure

Firm's Name

Signature

Jaclyn J. Flor, PE, PP, CME

Print Name

President & CEO

Title

Subscribed and sworn to before me this

29 day of November, 2021.

Amanda Schermond
Notary Public

AMANDA SCHERMOND
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50069831
My Commission Expires 10/11/2022

Chapter 2. Administration

Article X. Regulation of Public Contracting, Contributions to Public Offices and Entities

§ 2-76. AWARD OF PUBLIC CONTRACTS.

Prior source history for award of public contracts includes Ordinance No. 2681 which was repealed in entirety by Ordinance No. 2969.

§ 2-76.1. Definitions.

[Ord. No. 2969]

As used in this section:

BUSINESS ENTITY

whose contributions are regulated by this section shall mean: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns ten (10%) percent of more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than one hundred thousand (\$100,000) dollars in compensation or income of any kind (including, by way of illustration, and not limitation; wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this section; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

CAMPAIGN COMMITTEE

shall mean (i) every candidate for City of Asbury Park elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iii) every joint candidates committee established in whole or in part by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iv) every political party committee of the City of Asbury Park; (v) every political party committee of the County of Monmouth; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Asbury Park municipal or Monmouth County elective offices or City of Asbury Park municipal or Monmouth County political parties or political party committees. The terms in the foregoing Subsection have the meaning prescribed in N.J.A.C. 19:25-1.7.

CONTRACT FOR PROFESSIONAL OR EXTRAORDINARY SERVICES

for the award of a contract, all City of Asbury Park or Monmouth County political committees and political party committees as described herein combined, without violating Subsection **a** of this subsection.

d. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Asbury Park Mayor or Governing Body, if the contract requires approval or appropriation from the Mayor or Governing Body, or (ii) the Mayor of the City of Asbury Park, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

e. Rules Regarding Subcontractors. No person may be awarded a subcontract to perform under a contract subject to this section, if the subcontractor would be disqualified by Subsection **a** of this subsection from receiving the contract at the time that the subcontract is awarded; nor may any person who would be disqualified by Subsection **a**. of this subsection from receiving the contract perform substantially all of the obligations described in a contract for professional or extraordinary unspecifiable services that is subject to this section.

§ 2-76.3. Contributions Made Prior to the Effective Date.

[Ord. No. 2969 § 2]

No contribution or solicitation of contributions made prior to the effective date of this section (adopted March 2, 2011 by Ord. No. 2969) shall be deemed to give rise to a violation of this section.

§ 2-76.4. Contract Renewal.

[Ord. No. 2969 § 3]

No contract subject to this section may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this section if it were an initial contract.

§ 2-76.5. Contribution Statement by Business Entity.[Ord. No. 2969 § 4]

a. Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecifiable Services from any business entity, the City of Asbury Park or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said business entity which is the intended recipient of said contract that he/she/it has not made a contribution in violation of Subsection **2-76.2**. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the business entity is not in violation of this section, prior to awarding the contract or agreement.

b. A business entity shall have a continuing duty to report to the City of Asbury Park any contributions that constitute a violation of this section that are made during the negotiation, proposal process or the duration of a contract. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the Governing Body within ten (10) business days after receipt of said report from the business entity or at the next Council meeting following receipt of said report from the business entity, whichever comes first.

c. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Asbury Park, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this section, every person aggrieved by a violation of the section, or any taxpayer or resident of the City of Asbury Park has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this section in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys' fees and costs, arising from or related to a violation of this section.



ENGENUITY
INFRASTRUCTURE

ENGenuity Infrastructure™
2 Bridge Ave., Ste 323, Red Bank, NJ 07701
732.741.3176 | engenuitynj.com

November 23, 2021

Purchasing Agent
Attn: Tracy Lizardi
City of Asbury Park
Municipal Plaza
Asbury Park, NJ 07712

Dear Ms. Lizardi,

ENGenuity Infrastructure does not have nor has it ever had any ethics violations against the firm
and/or Jaclyn Flor, our President and CEO.

Thank you,

Jaclyn J. Flor, PE, PP, CME
President and CEO

SECTION 4. LICENSES AND CERTIFICATIONS

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

FEDERAL AND STATE LICENSES

ENGenuity Infrastructure, LLC has State and Federal licenses and certifications including the following:

- ENGenuity Infrastructure, LLC holds a **State of New Jersey Business Registration Certificate**, under Taxpayer Identification Number 813-213-168/000.



- New Jersey **Public Works Contractor Registration** – Certificate of Registration number 711734.
- Certificate of Authorization has been approved and the assigned certificate number is 24GA28268000.
- ENGenuity Infrastructure's President and CEO, Jaclyn Flor holds the following licenses:
Professional Engineer in the State of New Jersey – License No. 24GE04542600
Professional Planner in the State of New Jersey - License No. 33LI00592000
Professional Engineer in the State of Pennsylvania - License No. PE070906
Professional Engineer in the State of New York - License No. 101540
- ENGenuity is New Jersey SBE certified - Certificate #A0057-20
- ENGenuity is New Jersey DBE certified - NAICS codes 541330, 541611, 541620
- ENGenuity is New Jersey WBE certified- Certificate #69554-15
- ENGenuity is Nationally WBENC - WBE certified – Certificate #WBE1800985
- ENGenuity is Nationally WBENC – WOSB certified – Certificate # WOSB180997

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

GENUITY INFRASTRUCTURE, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Metro NY, a WBENC Regional Partner Organization.

Certification Granted: May 30, 2018

Expiration Date: May 30, 2022

WBENC National Certification Number: WBE1800985

Sandra Eberhard, President & CEO Women's Business Enterprise Council Metro NY

WBECMETRO NY
WOMEN'S BUSINESS ENTERPRISE CENTER
JOIN FORCES. SUCCEED TOGETHER.

NAICS: 541330, 541320, 541360, 541611, 541620

UNSPSC: 81100000, 81101500, 81101512, 81101517, 81101523, 81101528, 81102101, 81151604



Great Lakes
Women's
Business
COUNCIL

GREATER
WOMEN'S
BUSINESS
COUNCIL

WOMEN'S
BUSINESS
COUNCIL
—
SOUTHWEST

WOMEN'S
BUSINESS
DEVELOPMENT
CENTER

WBEC GREATER DMV
WOMEN'S BUSINESS ENTERPRISE CENTER
NEW YORK, NEW JERSEY, MARYLAND

WBEA

WBEC EAST
WOMEN'S BUSINESS ENTERPRISE CENTER
NEW YORK, NEW JERSEY, MARYLAND

WBEC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBEC ORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL
OHIO RIVER VALLEY

WBEC PACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBEC SOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBEC WE
WOMEN'S BUSINESS ENTERPRISE COUNCIL



State of New Jersey

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

SHEILA OLIVER
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges ENGENUITY INFRASTRUCTURE, LLC is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior to the expiration date of this certification.



A handwritten signature in black ink that reads "Peter Lowicki".

Peter Lowicki
Deputy Director

Issued: 5/25/2020
Certification Number: A0106-13

Expiration: 5/25/2023



State of New Jersey

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

SHEILA OLIVER
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges ENGENUITY INFRASTRUCTURE, LLC as a Category 2 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application



Peter Lowicki
Deputy Director

Issued: 1/17/2020
Certification Number: A0099-51

Expiration: 1/17/2023



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETT
Commissioner

SHEILA Y. OLIVER
Lt. Governor

January 29, 2021

JACLYN FLOR
ENGENUITY INFRASTRUCTURE LLC
2 Bridge Avenue
Suite 323
NJ
Red Bank, NJ 07701

RE: Renewal of DBE Certification - Anniversary Date: Annually on February 13
Dear Ms. FLOR:

We are pleased to inform you that your firm has been found eligible to continue as a Disadvantaged Business Enterprise (DBE) by the New Jersey Department of Transportation on behalf of the New Jersey Unified Certified Program (NJUCP).

Your certification status with the NJUCP will remain in effect as long as your firm continues to meet the DBE program's eligibility requirements outlined in U.S. Department of Transportation, Code of Federal Regulations Title 49 CFR Part 26. However, on an annual basis, you must submit the "No Change Affidavit" and supporting documents.

Additionally, if any time during the year there is a change in your firm, it is your obligation to notify this agency, in writing, within (30) days. Changes include, but are not limited to: ownership, and /or control, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. Failure to do so may result in the removal of your DBE Certification in accordance with §26.83(j) and §26.109(c).

The following table lists the North American Industry Classification System (NAICS) code(s) and description(s) that have been assigned to your business in accordance with the service(s) it render(s).

NAICS: Specialty Description

NAICS 541330: ENGINEERING SERVICES

NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES

Your firm will be listed in the NJUCP Directory which can be accessed at <https://njucp.dbesystem.com>.

If you have any questions regarding your DBE certification, you may email NJDOT's Disadvantaged and Small Business Program Unit at DOT.DBESBPrograms@dot.nj.gov or call (609) 963-2051.

Sincerely,

Lydia Harper, Supervisor
Disadvantaged and Small Business Program Unit
Division of Civil Rights & Affirmative Action

Certificate Number
711734



Registration Date: 08/05/2020
Expiration Date: 08/04/2022

6.2.28.a

State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

ENGenuity Infrastructure
2020

Responsible Representative(s):

Jaclyn Flor, CEO

A handwritten signature in black ink, reading "RA Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

Packet Pg. 355

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

November 13, 2019

Jaclyn Flor, Managing Member
Engenuity Infrastructure, LLC
12 Broad Street, Ste 203
Red Bank, NJ 07701
via email

Dear Ms. Flor,

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) BD Program, you will receive business development assistance from an assigned Business Development Specialist in the SBA New Jersey District Office located at Two Gateway Center, Suite 1501 Newark NJ 07102-5003. The phone number is (973) 645-2434. We are sending a copy of this certification letter to the SBA New Jersey District Office. That office will contact you to schedule an orientation session. This could take up to 4-6 weeks. In the meantime, there are steps you should take to start your participation in the program.

Next Steps:

- **Read and Sign the Participation Agreement:** SBA requires the 8(a) Participant's highest ranking officer, the individual upon whom eligibility is based, sign the Participation Agreement showing he or she understands the conditions of 8(a) BD program participation. Please find the Agreement attached with this letter. Please read the Agreement carefully, sign and date it, and make a copy for your records. Return one copy to your local SBA District Office at the address shown in the second paragraph above.

- **Complete Training:** SBA has training courses that will benefit 8(a) Participants. You will learn the different strategies and tactics to win contracts and grow your business, and how to effectively use the 8(a) certification to position your company for sole-source awards and teaming. For firms in the first 12 months of program participation, five training courses will be offered. The training courses are: 1: How to do Business with the Federal Government, 2: Bids and Proposals, 3: FAR and CFR Overview, 4: Market Research in Federal Procurement, and 5: Capabilities: Statement and Briefings. This training is offered via interactive webinars and can be coordinated through your respective District Office Business Opportunity Specialist.

- **Develop Your Business Plan:** We encourage you to start developing your business plan. Current 8(a) BD program regulations require a firm, once certified, to promptly submit a business plan which must be approved by the SBA before the firm is eligible to receive 8(a) benefits; including 8(a) contracts. Once approved, the business plan will be reviewed annually and may be modified as needed. We offer an optional format for business plans. To consider the optional 8(a) Business Plan Form 1010C, please go to: <https://www.sba.gov/sites/default/files/SBA%201010C.pdf>.

- **Develop Your Strategy for Winning Contracts in Year 1:** Though your firm's approved North American Industry Classification System (NAICS) Code is 541330, your firm may be awarded contracts under other NAICS Codes, as long as your firm is determined to be responsible to perform the required service or task. In this regard, please note that contracts awarded under the 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. You must build relationships with potential federal customers, pursue federal prime contractors for subcontracts, and aggressively pursue prime contract opportunities to grow your business. Successful 8(a) firms regularly respond to competitive small business contracting opportunities posted on www.FBO.gov. Establish a goal and vision for winning at least two (2) competitive contracts during your first year.

- **Utilize Resources:** There are valuable FREE resources available to you right now that offer expertise in all areas of business operation including reviewing your business plan and strategy. Two resources that you can utilize today are:

- o **SBA Resource Partners:** I encourage you to locate your nearest Resource Partner. Please go to: <https://www.sba.gov/tools/local-assistance>. This link will provide access to upcoming small business events and the webpage for your District SBA Office, also.

- o **7(j) Management and Technical Assistance:** While your firm's acceptance into the 8(a) Business Development program is not a guarantee for contracts, the SBA will make every effort to assist you in implementing your business plan and strategy. Your success in the program is dependent upon the extent to which you take advantage of SBA's efforts to support you. One of the agency's major tools for your success is the 7(j) Management and Technical Assistance Services Program.

I am excited about your future, and welcome you as an 8(a) Business Development Program Participant. Wishing you much success!

Sincerely,

Dr. Donna L. Peebles,
Associate Administrator
Office of Business Development

U.S. Small Business Administration
8(a) Program - Participation Agreement
(revised December 2015)

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

Original
Certification
Date: 07/25/2019

Jaclyn Flor - President, ceo
Engenuity Infrastructure, LLC
12 Broad St Ste 203,
Red bank, NJ, 07701-1929

Dear Jaclyn Flor:

Congratulations! . . . Welcome to the HUBZone Program!

I am pleased to advise you that effective this date, Engenuity Infrastructure, LLC has been approved for certification as a "qualified HUBZone small business concern (SBC)". The firm is now eligible for HUBZone opportunities and will be included on the list of qualified HUBZone small business concerns found at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm. This certification will remain in effect unless SBA later determines that the firm does not meet the eligibility requirements of the program or the firm submits a [voluntary decertification form](#). The information below sets forth facts concerning the company's continued eligibility and its responsibilities.

The Firm's Responsibilities as a HUBZone certified concern

As a HUBZone certified concern, the program benefits the firm may receive come with important responsibilities, including:

- **Keeping up-to-date on the HUBZone geographical designations by visiting the HUBZone website at <http://www.sba.gov/content/hubzone-maps>.**

Check SBA's HUBZone mapping pages to determine whether changes in HUBZone area designations impact, or will impact, the firm's eligibility. Note that changes in geographical designations may critically affect the firm's compliance with Program requirements that its principal office be located in a HUBZone, and/or that at least 35% of its employees reside in a HUBZone.

Sign up to receive HUBZone News Updates by entering your email address at <https://public.govdelivery.com/accounts/USSBA/subscriber/new>. Once there, expand the "SBA Initiatives" subscription topic, select HUBZone News, and click "Next." This is the simplest single step you can take to keep current on key program changes that may affect the firm's eligibility.

Note: In accordance with the National Defense Authorization Act of 2018 - Section 1701, areas that would have lost HUBZone geographical eligibility during 2018 and 2019, through expiration of redesignated status, will retain their geographical eligibility until the results of the 2020 Census that impact HUBZone areas are released - expected to be December 31, 2021. For forward planning purposes, if the firm's principal office is located, or some of its employees reside, in such areas, you should consider actions necessary to maintain program compliance that date.

- HUBZone Contracting: Make the Federal Government Your Customer <https://youtu.be/LA0LK5KTIE>
- HUBZone Joint Ventures: How to Partner with Other Companies for HUBZone Contracts <https://youtu.be/ZBJfs2h-w3Q>
- HUBZone Protests and Appeals <https://youtu.be/LgBGMt-ge4g>
- Continued HUBZone Compliance: How to Maintain Your HUBZone Certification https://youtu.be/_gKBw-Xjvlg
- Employment and Affiliation in the HUBZone Program <https://youtu.be/DLCEjoRDDoQ>
- Understanding How HUBZones are Designated <https://youtu.be/k0j9AniLTdI>

Additional information about the program is available in the SBA YouTube channel at <https://www.youtube.com/user/sba>. You might be particularly interested in the following webinars, recorded in February and March 2018:

- **Remaining in compliance at all times and staying updated on Program changes.** It is the firm's responsibility to continually ensure that it meets the requirements of the Program. This includes, for example, continuously meeting the 35% HUBZone residency requirement. The firm can make good faith efforts to "attempt to maintain" (see definition at [13 C.F.R. § 126.103](#)) having 35% of its employees reside in a HUBZone during the performance of a HUBZone contract it received (as a prime, not as a subcontractor). But, the business must meet this residency requirement anytime it submits an offer on and receives a new HUBZone contract. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to the firm as a qualified HUBZone SBC (e.g., the subcontracting limitations requirements set forth in [13 C.F.R. § 126.700](#), and/or the non-manufacturer rule set forth in [13 C.F.R. § 126.601\(e\)](#)).
- **Informing the HUBZone Program of any material changes to the concern.** If there are material changes to the concern that may affect its continued eligibility, you must notify the HUBZone Program by sending an e-mail to HZMCN@sba.gov. Material changes include a change in name, size, ownership, business structure, or principal office location, in addition to falling below the 35% employee HUBZone residency requirement when the firm is not performing on a HUBZone contract. Failure to notify the HUBZone Program of material changes may result in decertification from the program. If at any time the concern no longer qualifies for the HUBZone Program, the individual authorized to represent the firm can complete the "Voluntary Decertification Agreement" available at <https://www.sba.gov/sites/default/files/forms/SBA%20Form%202408.pdf>.

Note: The HUBZone Program sends notices regarding program examinations, proposed decertifications, and re-certifications to the firm's physical and email addresses of record. If the firm fails to respond to these notices because the firm relocated without updating its SAM and DSBS profiles and informing the HUBZone Program, SBA will propose the firm for decertification and may subsequently decertify it from the Program. Therefore, it is critical that you check your email's SPAM folder to make sure that you are receiving emails from SBA, and keep the firm's SAM and DSBS profiles current.

ATTENTION: The firm's principal office address is currently in a HUBZone redesignated area. In order to maintain the certification you must analyze how the ending of the HUBZone designation for this area impacts the firm's principal office and 35% employee HUBZone residency requirements. The HUBZone Program will propose decertification of the firm on or after the date the area's redesignation ends. For more information, review the ["Maintaining Certification: Decertification"](#) section of the Frequently Asked Questions.

Specifically, the firm's address at 12 Broad St No.203, Red Bank, NJ 07701, is in QCT 34025803600, which is within the expanded military base closure area of Ft Monmouth, and will retain geographical eligibility until the results of the 2020 census are published.

- **Participating in SBA eligibility monitoring initiatives.** In order to ensure the integrity of the Program, firms will be required to recertify their status and may be subject to program examinations, proposed decertifications, or protests designed to verify eligibility, including:
 - SBA requiring the concern to certify in writing under penalty of perjury that it continues to meet all the eligibility criteria of the HUBZone Program or voluntarily decertify
 - SBA requiring the concern to submit updated documentation, similar to the information and documents you provided for the firm to obtain initial certification, in order to verify that it remains eligible for the program.
 - SBA requiring the concern to demonstrate that it was eligible for the Program both at the time of its initial offer and award of a HUBZone contract.
 - SBA making unannounced site visits to any or all of the concern's locations to verify the accuracy of any information provided to SBA.
- **Keeping the firm's System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date.** To apply for HUBZone Program certification, the firm had to be registered in SAM and DSBS. For the firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts), these records must remain up-to-date. You must validate the firm's information at least

annually or its SAM registration will become inactive. If you need assistance in updating the firm's SAM or DSBS information, please go to the SAM Help Desk at <https://fsd.gov/fsd-gov/home.do>.

- **Misrepresentation:** By bidding on any Federal solicitation that is set-aside or reserved only for HUBZone SBCs or for which a HUBZone preference will be applied, the firm's submission of that offer is deemed to be a representation to the United States that the company is fully in compliance with the HUBZone regulatory requirements, and that there have been no material changes since it received the HUBZone certification. ANY SBC FOUND TO MISREPRESENT ITS HUBZONE STATUS IN OBTAINING SUCH AN AWARD MAY BE SUBJECT TO A RANGE OF CIVIL OR CRIMINAL PENALTIES, TREBLE DAMAGES UNDER THE FALSE CLAIMS ACT, AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

How to get the most out of the Program

Although the firm's status as a certified HUBZone SBC greatly improves its access to Federal awards, this certification does not guarantee contract awards. Your ability to research opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following additional web resources designed to help you maximize the Program's benefits:

- SBA's Government Contracting Classroom website at (<http://www.sba.gov/gcclassroom>) provides valuable information on Federal contracting. Please note that while your concern was approved under the primary North American Industry Classification System (NAICS) Code found in your firm's SAM and DSBS profiles, you may be awarded contracts under other NAICS Codes. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your profile's NAICS code.
- Federal Business Opportunities (<https://www.fbo.gov/>) serves as a central listing for Federal procurement solicitations to the public. The [Federal Procurement Data System](#) is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories, including HUBZone.
- www.USAspending.gov is a single searchable website, accessible to the public at no cost, which includes for each Federal award: the name of the entity receiving the award; the amount of the award; information on the award including transaction type, funding agency, etc.; and the location of the entity receiving the award.
- SBA's Surety Bond Guarantee program (SBG) website (www.sba.gov/osg) provides information on how to apply for an SBA surety bond guarantee and a listing of participating sureties and agents. For immediate questions, please call 202-205-6540. The SBG program guarantees bid, performance and payment bonds for individual private or public contracts up to \$6.5 million, and up to \$10 million with a federal contracting officer's certification that the bond guarantee is necessary, for small and emerging contractors having difficulties obtaining surety bonds through regular commercial channels.

Thank you for contributing to US economic development

We wish you the best of luck as a HUBZone certified concern - your success will help improve the economic future of the HUBZone(s) in which the firm operates. If at any time you have any questions about the Program or how the SBA may be able to support your business objectives, the HUBZone Office offers assistance via an interactive conference call where we can respond to general questions and concerns in real-time. Visit our website at <http://www.sba.gov/hubzone>, for additional information or contact the HUBZone Help Desk at HUBZone@sba.gov

Very Respectfully,

Bruce D. Purdy

Bruce D. Purdy

Deputy Director,

Office of HUBZone Program

U.S. Small Business Administration

Email: [HubZone Helpdesk](#)

HUBZone Certification Number: 61918

Ref: IAF-19L

Office of the HUBZone Program, U.S. Small Business Administration, 409 Third Street, SW, Washington, DC 20416

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

Jaclyn J. Flor
49 Pemberton Ave.
Oceanport NJ 07757

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

THIS IS TO CERTIFY THAT THE
Board of Professional Planners
HAS LICENSED
Jaclyn J. Flor
Professional Planner

03/31/2020 TO 05/31/2022
VALID

33L100592000
License/Registration/Certificate #

SIGNATURE
Paul Rodriguez
ACTING DIRECTOR

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Professional Planners

HAS LICENSED

Jaclyn J. Flor
49 Pemberton Ave.
Oceanport NJ 07757

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner

03/03/2020 TO 04/30/2022
VALID

24GE04542600
LICENSE/REGISTRATION/CERTIFICATION #

SIGNATURE
Jaclyn J. Flor
Signature of Licensee/Registrant/Certificate Holder

SIGNATURE
Paul Rodriguez
ACTING DIRECTOR

THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors
HAS LICENSED
Jaclyn J. Flor
Professional Engineer

03/03/2020 TO 04/30/2022
VALID

24GE04542600
License/Registration/Certificate #

SIGNATURE
Paul Rodriguez
ACTING DIRECTOR

03/31/2020 TO 05/31/2022
VALID

33L100592000
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SIGNATURE
Jaclyn J. Flor
Signature of Licensee/Registrant/Certificate Holder

SIGNATURE
Paul Rodriguez
ACTING DIRECTOR

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

MICHAEL MACFARLANE
545 Harris Ave.
08730
Brielle NJ 08730

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

Civil

04/16/2020 TO 04/30/2022
VALID

24GE05533400
LICENSE/REGISTRATION/CERTIFICATION #

Mike MacFarlane
Signature of Licensee/Registrant/Certificate Holder

Paul Rodriguez
ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors
HAS LICENSED
MICHAEL MACFARLANE
Professional Engineer
Civil

Mike MacFarlane SIGNATURE
04/16/2020 TO 04/30/2022 VALID
24GE05533400
License/Registration/Certificate #
Paul Rodriguez ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Prof. Engineers & Land Surv
P.O. Box 45015
Newark, NJ 07101

PLEASE DETACH HERE

6.2.28.a

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs



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THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors

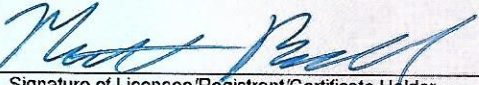
HAS LICENSED

Matthew J. Berdahl
ENGenuity Infrastructure
2 Bridge Avenue, Suite 323
Red Bank NJ 07701

FOR PRACTICE IN NEW JERSEY AS A(N): **Professional Engineer**

05/26/2020 TO 04/30/2022
VALID

24GE05291500
LICENSE/REGISTRATION/CERTIFICATION #


Signature of Licensee/Registrant/Certificate Holder


ACTING DIRECTOR

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

SECTION 5. PROJECT PROFILES

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

NEW BUILDING DEVELOPMENT PROJECT PROFILES

NJ DOE STATE PROJECT #3560-050-16-1000 NEW PROVIDENCE MIDDLE/HIGH SCHOOL LOCKER ROOMS AND CLASSROOM ADDITION.

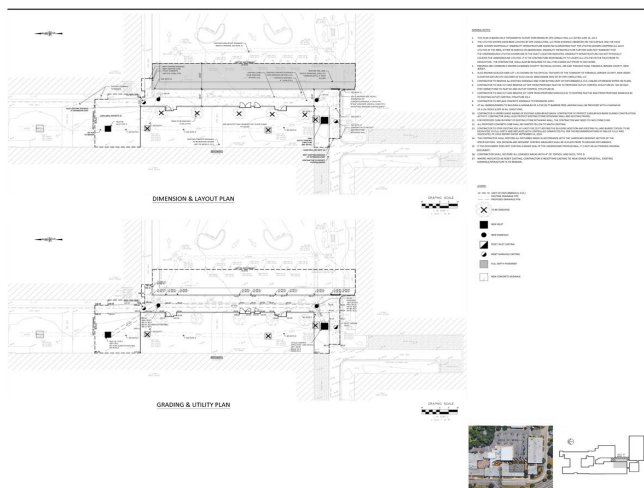
CLIENT: NEW PROVIDENCE BOARD OF EDUCATION



ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition and interior renovation to New Providence Middle/High School, in Union County, New Jersey. The first addition was 35 FT x 25 FT, totaling 875 SF, and the second addition was 38 FT x 23 SF, totaling 874 SF. ENGenuity provided design for new walkway entrances that met ADA compliance. The improvements also included the relocation of an existing sanitary sewer lateral. The overall construction budget was \$5.8 million.

NJ DOE STATE PROJECT #0290-075-17-1000 - BERGEN COUNTY VOCATIONAL TECHNICAL SCHOOL CULINARY SUITE ADDITION

CLIENT: BERGEN COUNTY VOCATIONAL TECHNICAL SCHOOL



ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition. The new addition was 97.3 FT x 24.5 FT, totaling 2,384 SF, and the interior renovations within the existing footprint totaled approximately 45 FT X 97 FT, 4,365 SF. ENGenuity provided design for walkway entrances that met ADA compliance, as well as design for a detention basin and parking area. The improvements also called for a drainage

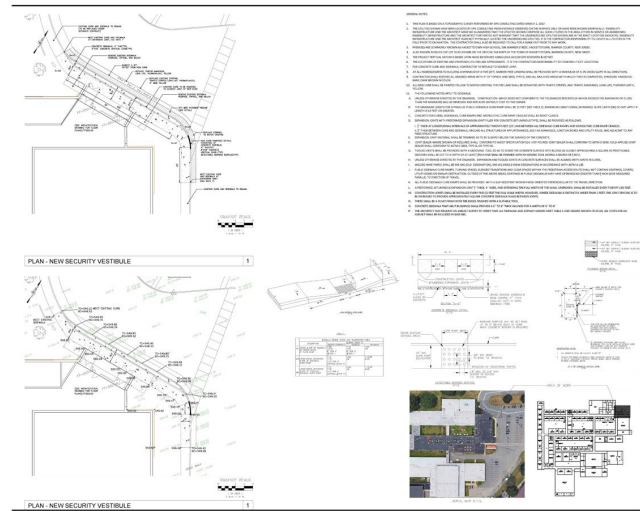
report to analyze criteria for the proposed basin, along with SCS permitting. The overall construction budget was \$5.5 million.



NJ DOE STATE PROJECT #1870-050-14-1004 – HACKETTSTOWN HS SECURITY

CLIENT: HACKETTSTOWN BOARD OF EDUCATION

ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition for a security vestibule and a media addition. The project consisted of a new security vestibule addition at the entryway of the school. ENGenuity provided design for extending the existing sidewalk in front the new vestibule to meet ADA requirements, a new driveway layout, replacement of curb, and pavement repair. The overall construction budget was \$1M.



NJ DOE STATE PROJECT #0510-050-18-1000 – BRANCBURG BOE MAINTENANCE GARAGE

CLIENT: BRANCBURG BOARD OF EDUCATION



ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a new bus maintenance facility for the Board of Education. The project included the design of a detention basin and pump station, along with parking area design for buses. The project consisted of the

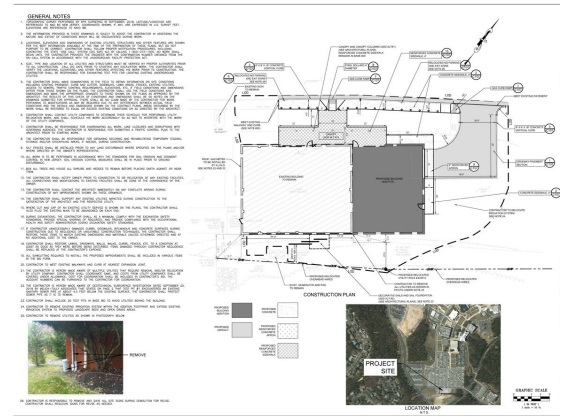
development of three (3) bay garages for bus repairs that had access to the existing driveway for York School. It also included SCS permitting and a drainage report. The overall construction budget was \$2.1 million. In 2020, ENGenuity handled a new access road for the site and a subdivision.



OCEAN COUNTY COLLEGE SECURITY BUILDING ADDITION

CLIENT: OCEAN COUNTY COLLEGE

ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of security addition to the existing campus structure. The project comprised of a 2,500 SF addition to Building No. 30 which consisted of a crime lab, a garage, a flex space, a classroom, and restrooms. ENGenuity designed new walkways, a driveway, fencing, and signage associated with the proposed renovations.



PARKING FACILITIES, MANAGEMENT AND ANALYSIS PROJECTS

WHITE STREET AND ENGLISH PLAZA STREETScape IMPROVEMENT PROJECT, RED BANK, NJ

CLIENT: RED BANK RIVERCENTER

ENGenuity lead the planning, design, and construction phase of this \$1.5M Project in the heart of downtown Red Bank. The project reconstructs three Borough rights-of-way, English Plaza, White Street, and Emanuel Court, and two downtown Borough parking lots, one in English Plaza and the other a portion of the White Street lot. The project focused on transforming this area with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project aimed to spur economic development through a redesign that provides a safe, aesthetic, and inviting space for the hosting of public events, and for patrons to safely park and access the businesses. The project began in April 2018. The first phase was a Listening Phase, where the Project Team gathered feedback from representatives of the Red Bank community. This included 24 one-on-one stakeholder interviews, a property owners meeting, and a public meeting. After a design concept was selected, the project proceeded to final design informed by all feedback. At the public meeting the community was informed how their feedback shaped the final design.



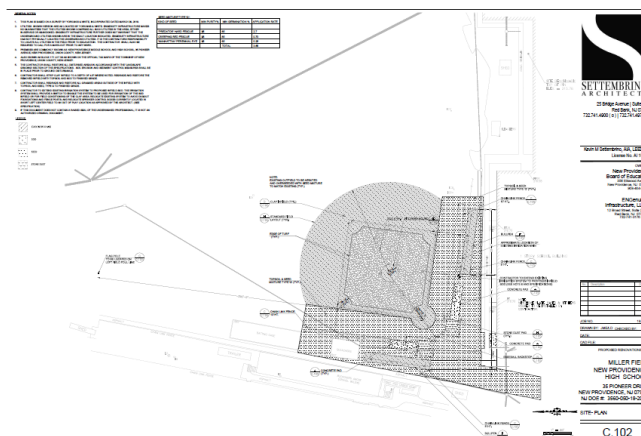
Approximately 32 businesses of varying sizes line English Plaza; many are rear facing or have back entrances, and several retail establishments and professional offices face English Plaza and White Street within the project area. The project aimed to increase foot traffic to these businesses by providing safe and sufficient pedestrian circulation; efficient access to parking; improved and aesthetic lighting; new brick paver sidewalks, curb, pavement; and landscaping. The area was redesigned with a layout that can support public events, fairs, and farm markets. Through this project, the area was transformed from a mere background along the shoppers' walk to Broad Street into an inviting area where patrons can shop, dine, relax and stroll. In addition to multiple streetscape areas, the project included closing a deteriorated alley to vehicular traffic and converting it into a pedestrian park with murals and lighting.

PARKS AND OPEN SPACE PROJECTS

NJ DOE STATE PROJECT #3560-050-18-2000 – NEW PROVIDENCE BOE MILLER FIELD

CLIENT: NEW PROVIDENCE BOARD OF EDUCATION

ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school renovation. The project included the design of a sod infield, roofing and reconfiguring two (2) dugouts, replacement of silver fencing mesh with six (6) gauge black galvanized steel mesh, repair/replacement of the existing PA system, installation of dual bull pens, an extension of the irrigation system into the infield, and the installation of a storage shed at Miller Field, New Providence Middle School and High School. ENGenuity was responsible for plans and grading for sodding the infield, layout and design of the bullpens, replacement of fencing, a performance specification for irrigation, and grading, and design of a proposed walkway to the new shed. The overall construction budget was \$5.8 million.



SOUTHWEST RESILIENCY PARK EXPANSION

CLIENT: CITY OF HOBOKEN

The City of Hoboken in 2021 hired Starr Whitehouse and ENGenuity as well as several other consultants for the Southwest Resiliency Park Expansion. Hoboken's Southwest Resiliency Park Expansion will provide recreational amenities and will incorporate multiple innovative stormwater management measures. The Park Expansion will complement the existing Southwest Park, and will build upon the stakeholder



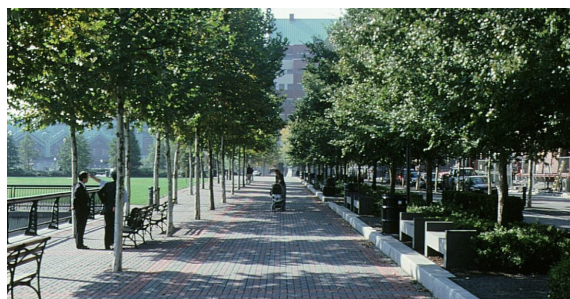
feedback already received for the existing pop-up park at its location. The Southwest Park Expansion, located at 57 Marshall Street/60 Harrison Street, will be developed through a robust public engagement process. Public input will be used to develop alternative layouts for the project site, each maximizing the design and flood risk reduction potential. Through public feedback on these alternatives, a final design for the park will be developed, construction documents completed, and the project will be publicly advertised and bid for construction. It is envisioned that the Southwest Resiliency Park Expansion will incorporate innovative, inclusive, and universally accessible play areas, active recreation, passive recreation, cultural/civic uses, landscapes, and urban design. The project will also complement the character of the surrounding neighborhood, including the existing Southwest Resiliency Park. The project intends to detain stormwater to further manage flooding in Southwest Hoboken. The Project will also incorporate multi-modal improvements on the streets surrounding the park so that access and circulation around the park are improved.



RECREATIONAL FACILITIES PROJECTS

HUDSON RIVER WATERFRONT WALKWAY STATE OF GOOD REPAIR PROJECT, HOBOKEN, NJ

CLIENT: HOBOKEN SOUTH WATERFRONT BOARD



ENGenuity was hired by the Hoboken South Waterfront Board to design and inspect the Hudson River Waterfront Walkway State of Good Repair Project from Newark Street to 4th Street. Our scope included Survey, Design, Advertising, Bidding, and Construction Administration and Inspection.



The Project Construction Phase is Winter 2019 through Fall 2020. The project resets the brick walkway, sands and repaints the railing, resets the pile caps, upgrades the irrigation system, replants trees, replaces lighting, and upgrades landscaping. ENGenuity completed the construction management phase for the project in Fall 2020.

SITE DEVELOPMENT PROJECTS

SPECIAL PROJECTS ENGINEER FOR OCEANPORT BOROUGH

Since 2019 to present, ENGenuity Infrastructure has been the appointed Special Projects Engineer for the Borough of Oceanport. In that role we have performed multiple site development reviews on Fort Monmouth. Most recently in 2021 we reviewed a 60-acre site development in Fort Monmouth that was divided into three (3) phases of engineering and planning reviews. Our review letters reviewed traffic, circulation, variances, design waivers, environmental, utilities, stormwater, permitting, status of outside approvals, details, bonding, and assisting in reviewing the engineering aspects of the Developers Agreement.

STORMWATER AND WASTEWATER FACILITIES AND INFRASTRUCTURE PROJECTS

MULTIPLE WASTEWATER PLANT DESIGNS, MCUA, SAYREVILLE, NJ

Over the years, CDM Smith has performed varied planning, evaluation, design, and construction management services related to MCUA's WWTFs. Some projects are briefly described below.

CDM Smith provided design and construction oversight services for an 800-gpm chlorination pipeline and diffuser system for MCUA's 120-mgd Edward J. Patten Water Reclamation Plant. Work included installing corrosion resistant piping, valves and hardware, and scheduling to minimize system downtime. The design and installation was expedited to assure the Authority's compliance with a government-mandated consent order. For the expansion design of the secondary facilities, CDM Smith's design included four 45m-dia final settling tanks, return sludge pumping facilities, waste sludge pumping systems, site grading, flow monitoring, variable frequency drives, isolation transformers, and instrumentation/control systems.

CDM Smith designed, procured, fabricated, set-up, and operated the world's largest ozone disinfection pilot plant for long-term testing of wastewater effluent disinfection. This study was used to determine the effectiveness of ozone disinfection on MCUA's plant effluent. Our staff performed field sampling and testing, analyzed data, prepared reports, and provided conceptual design of a full-scale facility.

CAMDEN COUNTY MUNICIPAL UTILITIES AUTHORITY (CCMUA), ODOR STUDIES, DESIGN, CONSTRUCTION AND PERMITTING FOR DELAWARE NO. 1 WPCF—CAMDEN, NJ

The CCMUA operates the 160-mgd (wet weather flow), 80-mgd (secondary treatment) Delaware No. 1 WPCF, which is located in fairly close proximity to residential areas. The facility had a history of odor complaints and the existing odor control systems, while extensive, were not operating efficiently enough to eliminate off-site odor complaints. These factors precipitated an Administrative complaints Consent Order (ACO) between CCMUA, the NJDEP, and a local citizen's action committee, with numerous provisions aimed at eliminating off-site odor complaints.

CDM Smith performed an odor study using a direct approach and provided an unbiased assessment of the existing situation. CDM Smith reviewed previous reports and visited the WPCF, quickly concluding that the major problems were the lack of odor control for the preliminary treatment facility (PTF) building and the poor performance of the mist-chamber scrubbers treating foul air from solids processing buildings. Wastewater process investigations were focused on their hydrogen sulfide emissions. The mist-chamber chemical analyses were much more comprehensive, because our objective was to optimize their performance. Air stream samples were analyzed for ammonia and reduced sulfur species. While the systems were operating as specified by the design consultant, they were not



scrubbing the odorous compounds effectively. Airflow and pressure, nozzle liquid flow, pH and oxidation reduction potential (ORP) were all measured concurrent with initial air sampling. CDM Smith concluded that the scrubber acid, caustic and hypochlorite set points were not consistent with efficient removal of the odorous compounds present, especially the reduced organic sulfur species. Further, scrubber air pressure was low and water supply and pressure were occasionally problematic. Scrubber pH and ORP set points were revised and a marked improvement in control efficiency was achieved.

Because of the history and the ACO, CDM Smith conducted a state-of-the-art odor sampling and modeling study that was subject to, and passed, extreme regulatory scrutiny. We prepared formal odor sampling and dispersion modeling protocols that were approved by NJDEP. The odor dispersion modeling was conducted with the BREEZE package of EPA's ISC3 refined dispersion model, five years of actual hourly meteorological data, and a five-minute peaking factor for hydrogen sulfide and total odor, expressed as D/T. The model was used to produce mapped isopleths of the highest predicted D/T concentrations, and also of odor impact frequency. The frequency curves showed the number of times in a year that nuisance odor concentrations could occur at any receptor. NJDEP expressed its appreciation for the innovative and informative frequency analysis. The modeling was used to rank the contributions of individual odor sources at the facility to both odor concentration and odor occurrence frequency at the neighborhood. Based on this work, CDM Smith Because of the history and the ACO, CDM Smith conducted a state-of-the-art odor sampling and modeling study that was subject to, and passed, extreme regulatory scrutiny. We prepared formal odor sampling and dispersion modeling protocols that were approved by NJDEP. The odor dispersion modeling was conducted with the BREEZE package of EPA's ISC3 refined dispersion model, five years of actual hourly meteorological data, and a five-minute peaking factor for hydrogen sulfide and total odor, expressed as D/T. The model was used to produce mapped isopleths of the highest predicted D/T concentrations, and also of odor impact frequency. The frequency curves showed the number of times in a year that nuisance odor concentrations could occur at any receptor. NJDEP expressed its appreciation for the innovative and informative frequency analysis. The modeling was used to rank the contributions of individual odor sources at the facility to both odor concentration and odor occurrence frequency at the neighborhood. Based on this work, CDM Smith successfully negotiated NJDEP approvals for the air permits for all of the proposed improvements.

COMBINED HEAT AND POWER COGENERATION SYSTEM—SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY, BELMAR, NJ

For the South Monmouth Regional Sewerage Authority (SMRSA) WWTP, CDM Smith provided engineering design, permit, bidding, and construction services related to a cogeneration installation project. The SMRSA biogas utilization project produces on-site heat and power to offset the plant's energy use, as well as significantly reduce the amount of greenhouse gas emissions.

CDM Smith evaluated several alternative energy systems for the facility taking into account the nature of the offgas/biogas. This evaluation included several microturbines and various other engine systems. At the conclusion of the evaluation, based on factors such as initial capital cost, power and heat produced, payback period, extended warranty cost, and operations and maintenance, the internal combustion engine system was selected by SMRSA.

The cogeneration system includes two 140kW biogas fueled internal combustion engines and associated generators and controls. The gas conditioning equipment includes hydrogen sulfide removal, siloxane removal, gas booster skid, gas chiller, gas compression control panel and transformer, precast concrete chamber, a condensate accumulator, sump pump system, and instrumentation. CDM Smith provided civil/site, structural, mechanical, and electrical design services. During design, CDM Smith also provided



air permit services that included evaluating the air emission compliance values, emissions calculations, and developing the permit compliance plan component for each air emission source. CDM Smith also prepared a New Jersey Department of Environmental Protection (NJDEP) – Air Quality Permit Program (AQPP) permit application, utilizing the NJDEP’s RADIUS software program, as mandated by the state, to prepare this air permit application on behalf of SMRSA

SMRSA’s CHP cogeneration system uses all available biogas produced by the anaerobic digestion process for the production of on-site electrical energy (producing up to 60% of plant’s monthly electrical energy demand) and 100% heat energy (reducing natural gas dependency). Because the CHP cogeneration system uses all available biogas, flaring of excess biogas is no longer required.

CONSTRUCTION MANAGEMENT SERVICES, WWTP PHASE I UPGRADES—SRVSA

CDM Smith provided construction observation services to SRVSA during upgrades to the WWTP. The project included a new influent pump station, new secondary sludge pumping station, new secondary clarifiers, new disinfection building and various upgrades of existing treatment systems. CDM Smith staff served as the liaison between the contractor and owner. CDM Smith provided approval of contractor payment requisitions, change order preparation, resident inspection, and preparation of monthly progress reports to the owner.

CONSTRUCTION MANAGEMENT SERVICES FOR INTERCEPTOR RELIEF PROJECT —SRVSA

CDM Smith provided construction observation services for SRVSA’s 4.5-mile sewer interceptor project. CDM Smith staff was responsible for field and office engineering services, coordinating and scheduling the construction activities, processing RFIs for construction field problems, and reviewing shop drawings. CDM Smith staff monitored the construction to assure conformance with plans, specifications and compliance within the NJDEP Regulations, as well as review the project schedule, schedule of values and bid breakdown, and payment requisitions.

CONSTRUCTION MANAGEMENT SERVICES FOR ULTRAVIOLET DISINFECTION FACILITY LINDEN ROSELLE SEWERAGE AUTHORITY (LRSA), LINDEN, NJ

CDM Smith provided construction management services during construction of the UV facility. Our services encompassed contract administration, construction management, shop drawing review, design clarifications, and inspection services for the chlorine to UV conversion. This was, and still is, the largest UV disinfection system of its kind in the State of New Jersey.

The project necessitated converting existing concrete channels that had been used for chlorine contact time to UV channels. This effort included demolishing portions of the existing chlorine tanks and tank structures, and the application of lightweight, specialty concrete that would not create settlement in the tanks. In addition, CDM Smith oversaw the installation of all UV units, piping, pumps, slide gates, and a new canopy structure.

INTERCEPTOR RELIEF SEWER—SRVSA, BRIDGEWATER, NJ

Due to the proposed routing of this sewer, this project required a corridor study be performed to ascertain environmental conditions of the various properties. Since most of the proposed construction activities took place within the regulatory flood hazard area of the Raritan River, based on New Jersey’s delineated watercourse mapping, an application for NJDEP’s Land Use Regulation Program (LURP) – Stream Encroachment permit was undertaken by CDM Smith. Additional environmental permits and approvals that were needed for this project were the NJDEP’s LURP – Individual Freshwater Wetlands which requires freshwater wetlands mitigation, NJDEP’s Treatment Works Approval, NJDEP’s construction dewatering permit, and local Soil Erosion and Sediment Control Plan Certification, Green Acres Program (GAP)



approval inclusive of full State House Commission approval, and extensive archaeological and cultural resources evaluations. CDM Smith assisted SRVSA with securing the funding through the combined NJDEP and New Jersey Environmental Infrastructure Trust (NJEIT) financing program.

NJ DOE #: 2370-080-18-2000 – JFK ELEMENTARY SANITARY SEWER EXTENSION CLIENT: JAMESBURG SCHOOL DISTRICT BOARD OF EDUCATION

ENGenuity handled site civil design for a sanitary main and lateral and parking lot reconstruction. The scope of the project was to add nine (9) parking spaces to the existing lot along with any associated base repairs and new curb layouts. The project also included sanitary sewer design through the parking lot. The overall construction budget was \$800,000.



STREETS AND ROADWAY IMPROVEMENT PROJECTS INCLUDES TRAFFIC SAFETY PROJECTS & STATE PERMITS

MADISON STREET, 9TH STREET, AND 11TH STREET ROAD REPROFILING, HOBOKEN, NJ
CLIENT: CITY OF HOBOKEN



The City of Hoboken is served by a combined sewer system, and during heavy wet events the city is experiencing flooding in a low area in the northwest section of the city. The streets are Madison, 9th, and 11th street. ENGenuity Infrastructure was hired by the city to reprofile these three streets and to add storage and green infrastructure to offset the road raising in an effort to eliminate the flooding in this area of the city.

The North Hudson Sewerage Authority is replacing the combined sewer in these streets at the same time to address a sag in their system. The City is also replacing the water mains and services on these three (3) streets. ENGenuity just completed the design phase of the project with Mott MacDonald and CDM Smith. The project construction costs are \$5.5M.



MILLING & PAVING OF VARIOUS STREETS, HOBOKEN, NJ

CLIENT: CITY OF HOBOKEN

ENGenuity was hired by the Hoboken for Conceptual Design, Final Design, and Construction Management for the Milling and Paving of Clinton Street from 7th to 8th Street and from Newark to 6th Street; and Jackson Street from 8th to 9th Street. The project included separated Class I bike lanes and complete street upgrades. Portions of Clinton Street are within the Central Hoboken Historic District, therefore, approval from the HPC was required for the design. Due to the Class I bike lanes, coordination with the Hoboken Fire Department, Police, and NJ TRANSIT. The limit of disturbance exceeded 5,000 SF, and therefore, HEPSCS permitting was required. The \$1M project was under construction from Winter 2019 through Winter 2020.



VARIOUS STREETS – 2018 - HOBOKEN, NJDOT MUNICIPAL AID, HOBOKEN, NJ

CLIENT: CITY OF HOBOKEN



ENGenuity was hired by the Hoboken to for Conceptual Design, Final Design, and Construction Management for the Milling and Paving of Grand Street between Newark and 5th and 6th and 9th; 7th Street between Monroe and Clinton Street and between Garden and Hudson Street, and 12th Street between Garden and Willow. The project included separated Class I bike lanes, a raised intersection at Grand and 9th, and complete street upgrades. The project was funded through an NJDOT municipal aid grant. Due to the Class I bike lanes, coordination with the Hoboken Fire Department, Police, and NJ TRANSIT. The limit of disturbance exceeded 5,000 SF, and therefore, HEPSCS permitting was required. The \$1.3M project was under construction through Winter 2020.

WASHINGTON STREET COMPLETE STREET REDESIGN, HOBOKEN, NJ

CLIENT: CITY OF HOBOKEN

Washington Street is a 15-block commercial corridor in Hoboken, New Jersey. The project replaces aging watermain, sidewalks, ADA ramps, resurfaces the roadway, improves mobility with new bikeways, and modernized traffic signals at 15 intersections. The project improves environmental performance and resiliency through 15 rain gardens, upgraded LED lighting fixtures, and a new microgrid. The project

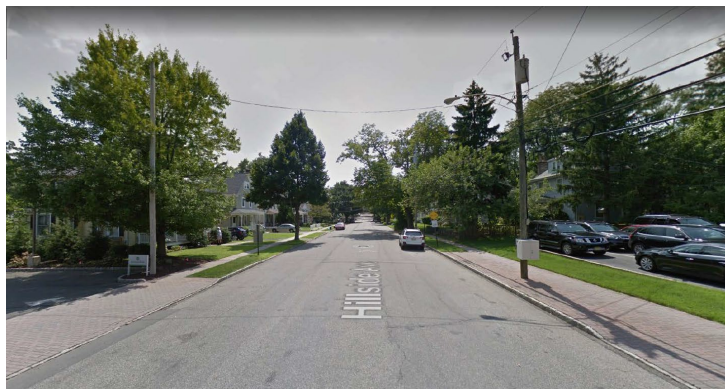


included an extensive public outreach process and many public meetings and business meetings. The project construction costs were approximately \$20M. The project completed construction in the Spring of 2019. Jaclyn J. Flor, PE, PP, CME lead the design phase, and ENGenuity was a Consultant the City in the Construction phase handling communications during the 24-month construction phase.

2019 CAPITAL ROAD IMPROVEMENTS, CHATHAM, NJ

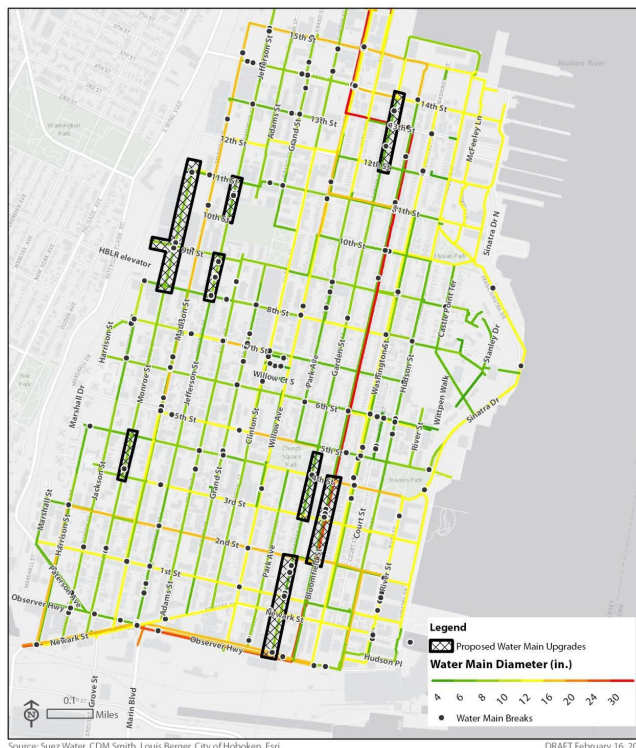
CLIENT: BOROUGH OF CHATHAM

The Borough of Chatham hired ENGenuity to design Hillside Avenue's roadway capital improvements to Hillside Avenue. The scope of work included survey and design services for roadway improvements, replacement of deteriorated curbing, improvements to ADA ramps and sidewalk. ENGenuity performed survey and base-mapping for the length of Hillside Avenue from Watchung Avenue to Main Street, and designed mill and overlay and ADA ramps at all intersections. The roadway had a concrete base course, so pavement cores were obtained and the project included joint sealing prior to paving. Approximate linear feet of the project is 2,950 linear feet. The project was funded through an NJDOT municipal aid grant. The \$400,000 project was under construction in Fall 2020.



WATER INFRASTRUCTURE UPGRADES PHASE I, HOBOKEN, NJ

CLIENT: CITY OF HOBOKEN



The City of Hoboken owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. The City hired ENGenuity and CDM Smith to design the upgrades for eight (8) areas totaling 7,035 LF with curb-to-curb resurfacing and complete street design. The project is funded through low interest loans through the New Jersey Environmental Infrastructure Trust Program. The eight segments totaling 7,035 linear feet are as follows:

1. Jefferson Street between 8th Street and 9th Street – approximately 450 linear feet
2. Bloomfield Street between 2nd Street and 4th Street - approximately 1,000 linear feet
3. Garden Street between 3rd Street and 5th Street - approximately 850 linearfeet
4. Monroe Street between 3rd Street and 4th Street - approximately 950 linearfeet
5. Monroe Street between 8th Street and 11th Street - approximately 1,400 linear feet
6. Jefferson Street between 10th Street and 11th Street - approximately 450 linear feet
7. Garden Street between 12th Street and 14th Street - approximately 810 linear feetStreet
8. Garden Street between Observer Highway and 2nd Street - approximately 1,125 linearfeet

This \$5M project completed the construction phase in the Winter of 2020 and the construction inspection was handled by ENGenuity and CDM Smith.



COURT STREET HISTORIC REDESIGN, CITY OF HOBOKEN, NEW JERSEY



Court Street was laid out in 1804 by Colonel John Stevens as part of the original city plan and was paved with stone setts from local quarries in the late 1800s. The 200+ year old roadway still remains in its original condition. Court Street is a 7.5 block “cobblestone” street that runs parallel to Washington Street, the City’s one-mile commercial corridor, and commences mid-block between Observer Highway and Newark Street, two high intensity County Roads, and extends to 7th Street. Court Street from Observer Highway

north to 4th Street is located within the Central Business District and Washington Street Historic District, a locally landmarked historic district of the City of Hoboken (City Code, Article IV, Section 42-18). Court Street for its entire length is located within the New Jersey and National Register-eligible Hoboken Historic District. The New Jersey Historic Preservation Office (NJHPO) issued an opinion of eligibility for the district, including the street as a contributing resource, on December 11, 2016. The street is paved with squared blocks of stone or “setts”, which have sometimes been referred to as cobblestone.

ENGenuity was hired by the city to rehabilitate the entire roadway. Our scope included Planning, Cultural Resource Screening, Geotechnical Investigations, GPR, Survey, Final Design, Advertising, Bidding, and Construction Administration. ENGenuity was the Prime Consultant on the Project. ENGenuity first conducted a robust listening phase where we met with local stakeholders including historians in the city. ENGenuity hired Hunter Research as a subconsultant to perform a Cultural Resources Screening to collect necessary historical and archaeological data for review from the Hoboken Historic Preservation Commission and the New Jersey Historic Preservation Office. This screening consisted of historical background data, identification of contributing character-defining historical features of the streetscapes, a screening memorandum with recommendations, and input on application of the Secretary of the Interior’s Standards for Historic Preservation. Using this data and information obtained through public outreach we developed several concepts for public comment and historical review. ENGenuity also hired Kimley-Horn for planning services to assist with the Visioning exercise, and develop a Visioning report that considered functionality while preserving the historical character of Court Street. Geotechnical data was obtained and reviewed by Hunter research to determine the base layers of the 200-year-old roadway and how that could be recreated for current vehicular loading, turning templates, and proper spacing of setts. ENGenuity performed calculations to compare current loss of original setts from road openings in the past 200 years, and how many setts would be needed to recreate original character and proper spacing for historical and durability purposes. ENGenuity was able to locate additional setts elsewhere in the city that would be used for reconstruction. ENGenuity then conducted survey and ground penetrating radar (GPR) to determine if any basements encroached under the roadway, and topographic survey to regrade the roadway that restored its original character and enabled runoff to flow without introducing infrastructure that did not align with the historic character of the roadway. ENGenuity designed an inverted crown roadway design, where runoff was directed to the middle of the roadway instead of along the gutter line. This directed flow away from old basements and doorways and avoided installing inlets and piping along gutters. ENGenuity advanced the project through design and the City is aiming to fund the project construction in the next municipal budget cycle.



CASTLE POINT TERRACE HISTORIC REDESIGN, CITY OF HOBOKEN, NEW JERSEY

Castle Point Terrace is a historic yellow brick street that extends from 8th Street to Elysian Park. Castle Point Terrace north of 9th Street is located within the Castle Point Historic District, a locally landmarked historic district of the City of Hoboken (City Code, Article IV, Section 42-18). Castle Point Terrace for its entire two-block length from 8th Street north to its dead-end terminus at Elysian Park (near 10th Street) is located within the New Jersey and National Register-eligible Stevens Historic District. The New Jersey Historic Preservation Office (NJHPO) issued an opinion of eligibility for the district on February 27, 1991. Castle Point is named after the late-18th to 19th-century estate of Colonel John Stevens. Castle Point Terrace was laid out in 1903-04 and paved with brick at the request of local residents in 1909. ENGenuity was hired by the City to rehabilitate the entire roadway. Our scope included Planning, Cultural Resource Screening, Geotechnical Investigations, Survey, Final Design, Advertising and Bidding, and Construction Administration. ENGenuity was the Prime Consultant on the Project. ENGenuity lead both the Planning and Design Phase. ENGenuity hired Hunter Research a Historic Resource Consultant to perform a Cultural Resources Screening to collect necessary historical and archaeological data for review from the Hoboken Historic Preservation Commission and the New Jersey Historic Preservation Office. This screening consisted of historical background data, identification of contributing character-defining historical features of the streetscapes, a screening memorandum with recommendations, and input on application of the Secretary of the Interior's Standards for Historic Preservation. Using this data and information obtained through public outreach ENGenuity developed several concepts for public comment and historical review. Stevens University abuts this area of the city, and several intersections were failing due to truck traffic on the 100-year-old roadway. Geotechnical investigations were also performed that determined that the bricks were from Pennsylvania and were Clymer bricks mortared together in the underlayers. So ENGenuity had to estimate the number of bricks that may crack or be lost in the reconstruction. ENGenuity estimated 50% loss. As a result, Hunter Research conducted a search for replacement brick from the same source and time period. They were able to locate historic bricks salvaged in Pennsylvania. ENGenuity completed the concept and preliminary design phase. The intersections were designed with a concrete base underlayer to withstand traffic and future use. The city was debating the loss of 50% bricks and weighing the replacement brick costs. The project is under consideration for funding for construction phase.



WATER INFRASTRUCTURE UPGRADES PHASE II, CLIENT: HOBOKEN, NJ CITY OF HOBOKEN



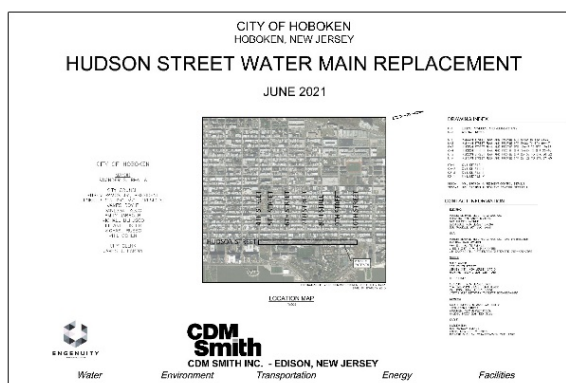
The City of Hoboken owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. For Phase II of the City Water Infrastructure Upgrades, the City hired ENGenuity and CDM Smith to design the upgrades for eight (8) areas totaling approximately 7,000 LF with curb to curb resurfacing and complete street design. The project is funded through low interest loans through the New Jersey Environmental Infrastructure Trust Program. The eight segments are as follows:

1. Madison Street between 4th Street and 6th Street
2. 5th Street between Madison and Jefferson
3. Jefferson between Newark and 1st
4. Grand between 3rd and 5th, and 6th to 8th
5. 7th Street between Adams and Grand
6. Adams between 8th and 9th
7. 8th Street between Jackson and Adams
8. Court Street between 5th and 6th

HUDSON STREET WATER MAIN REPLACEMENT, HOBOKEN, NJ

CLIENT: CITY OF HOBOKEN

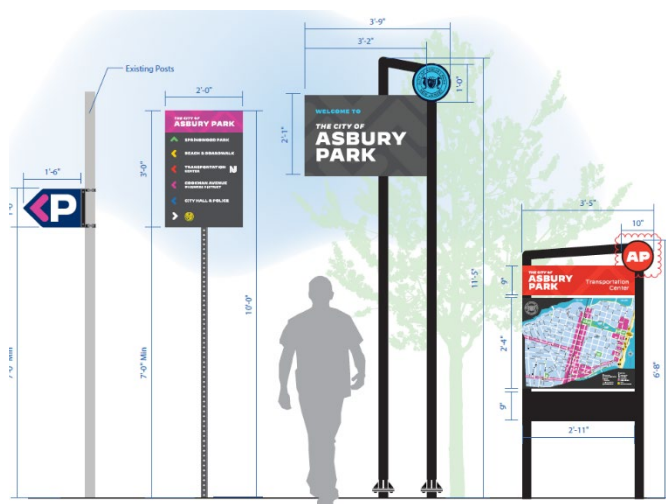
The City of Hoboken hired ENGenuity Infrastructure and CDM Smith for the design, environmental planning, permitting, and construction management for watermain replacement along Hudson Street, a Hudson County Roadway. The project has an aggressive schedule for completion so Hudson County can pave Hudson Street before the end of 2021. The scope includes complete watermain and service upgrades replacing approximately 2,400 LF of 6" watermain on Hudson Street from 4th Street to 10th Street, the replacement of six (6) fire hydrants, and 130 new water service lines. This \$3.7M project was completed in the Fall of 2021, followed shortly after with paving and striping by Hudson County.



STRUCTURAL ENGINEERING AND ANALYSIS PROJECTS

ASBURY PARK CITYWIDE WAYFINDING PROJECT, ASBURY PARK, NJ

CLIENT: CITY OF ASBURY PARK



The City of Asbury Park hired ENGenuity Infrastructure for the design, planning, permitting, and construction management for proposed wayfinding signage throughout the entire city. The project involves the installation of unique signs including gateways, kiosks, parking, and directionals. Engenuity spearheaded the focus group for the project in the pre-design phase that involved interviewing various stakeholders throughout the City such as municipal staff, City Council members, Chamber of Commerce, community and non-profit organizations, as well as private

citizens and business owners. With the data we collected from these charettes, Engenuity worked alongside M-Studio, a graphic designer, in order to create a true brand for the City of Asbury Park. With the new branding, various signs were designed with key elements from the Community Branding Report. Ultimately, the goal of the City Wayfinding System is to help visitors navigate the city and all of its major attractions and landmarks. This shall include visibility, accessibility, and identification of all of the city's major districts rather than specific businesses.

FEDERALLY FUNDED STATE PROJECTS

RESILIENT NJ- REGIONAL RESILIENCE AND ADAPTION ACTION PLAN (RRAAP)

ATLANTIC COUNTY COASTAL REGION

CLIENT: NJDEP



As part of the federal government's Hurricane Sandy recovery efforts, the U.S. Department of Housing and Urban Development (HUD) established the National Disaster Resilience Competition (NDRC), which made \$1 billion available to communities struck by natural disasters. The competition was designed to promote risk assessment, planning, and implementation of innovative resilience projects to better prepare communities for future storms and other extreme weather events. The competition was funded by Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the Disaster Relief Appropriations Act, 2013 (PL 113-2). In January 2016, the State of New Jersey was awarded \$15 million as part of the competition. From that award, \$10 million will fund Resilient NJ. The program will be administered through the NJ Department of Environmental Protection (DEP), Office of Coastal and Land Use Planning (OCLUP). Resilient NJ is designed to reduce flood damages in both coastal and riverine towns through community-based resiliency planning. The Resilient NJ program will be implemented in two phases.

Phase 1 of the Project brings together municipalities, counties, utility authorities, community-based organizations, and other regional entities with consultant teams to identify community assets, assess current and future flood risks, and develop various potential actions to address flooding. These actions will form the basis of a Regional Resilience and Adaptation Action Plan. Phase 2 will implement planning actions that were developed in Phase 1. ENGenuity Infrastructure is a sub-consultant to WSP for the project for the Atlantic County Coastal Region <https://resilientnj-accr.com/>. ENGenuity is leading the Public Engagement Phase of the Project which includes the Engagement Plan, Visioning Plan, all Steering Committee meetings, Community Advisory Committee Meetings, Technical Advisory Committee Meetings, Focus Group Meetings, strategies for engaging socially vulnerable populations, and the project website for the Region which includes Atlantic City, Brigantine, Pleasantville, Northfield, Ventnor City, Margate City, Longport, and the American Red Cross. The Project started in October 2020 and will be completed in May 2022.

CANAL CROSSING PROJECT, JERSEY CITY, NJ; CLIENT: JERSEY CITY REDEVELOPMENT AGENCY



Canal Crossing is a 111-acre tract in Jersey City, New Jersey, consisting of over 30 Brownfields sites. As a Consultant to the JCRA, Jaclyn Flor, PE, PP, CME led the design of the entire 111-acre tract. The design includes 20 streets with streetscapes, 13 urban parks, roadway design, design of two rail stations, watermain, sewer, a regulator, several detention basins, and bioswales, bike lanes, lighting, landscaping, and green infrastructure.

Ms. Flor worked with the JCRA and multiple City Divisions for two years to design the tract. ENGenuity Infrastructure was also a Consultant to the JCRA for the settlement of portions of the tract with PPG, to assist the city in building the primary infrastructure improvements, and to review potential redevelopment



CDBG & NRRP PROGRAM & OTHER FUNDED WORK DEMOLITION CONSULTANTS, TRENTON, NJ
CLIENT: CITY OF TRENTON



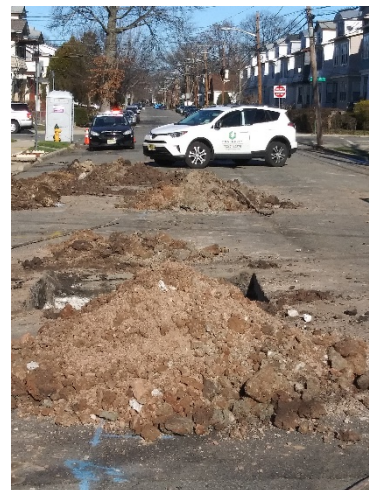
The City of Trenton contracted with ENGenuity Infrastructure in order to provide demolition consulting services (Engineering and CAI) for multiple demolition projects for various city owned properties. Services rendered included the preparation of plans and specifications for the removal of these structures. The scope included arranging for hazardous building material removal (i.e. asbestos, lead, universal wastes), demolition of the structures, and associated site restoration. The project was

funded by a mix of government grant funding from the Community Development Block Grant Program (CDBG) along with funds from the Department of Housing and Economic Development.

LEAD SERVICE REPLACEMENT PRGRAM, NEWARK, NJ
CLIENT: CITY OF NEWARK

The City of Newark is committed to provide clean, safe and reliable drinking water to all Newark residents. To support this mission, the City of Newark has replaced 16,577 lead service lines and is projected to finish the job of replacing all 18,720 by early spring. That will be near the two-year anniversary of when the City broke the pavement to begin the project. ENGenuity Infrastructure is a sub-consultant to CDM Smith and ENGenuity is providing construction inspection services for lead service line replacement.

The project commenced in 2020 and is projected to continue through the end of 2021. The City has a website dedicated to the project:



<https://www.newarkleadserviceline.com/>



SECTION 6. RESUMES

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)



Jaclyn J. Flor, PE, PP, CME

President, Chief Executive Officer



Education

Florida Institute of
Technology, BS, Civil
Engineering, 1999

Professional Registrations / Affiliations

Licensed Professional Engineer in
New Jersey, Pennsylvania; New
York, and Delaware
Professional Planner in New Jersey.
Certified Municipal
Engineer.

Areas of Expertise Municipal
Engineering, Civil
Engineering, Planning,
Transportation, Sustainable
Urban Design, Preparedness,
Disaster & Recovery

Summary of Qualifications

Jaclyn J. Flor is a Licensed Professional Engineer and a Licensed Professional Planner. Ms. Flor began her career as a Coastal Engineer and then evolved into the Public Sector as a Consulting Engineer and Planner for a multitude of Counties, Municipalities, and Agencies. She has received multiple awards for her projects and accomplishments, including ENR New York 2016 Top 20 Under 40 Professionals in the New York Region, and 2015 NJBiz Top 40 Under 40. She provides consulting engineering and planning services to a variety of clients which include local governments, county governments, private sector clients, and redevelopment agencies. Ms. Flor founded ENGenuity Infrastructure in 2016 and serves as its President and CEO, managing all day to day operations, projects, finances, and strategic business development. ENGenuity Infrastructure was named a finalist for NJ Biz's 2018 Emerging Business of the Year.

Throughout her career Ms. Flor has served as the Borough Engineer of Sea Bright, NJ; and an Engineering Consultant to the City of Hoboken, Jersey City, Jersey City Redevelopment Agency, Hudson County, Bergen County, Somerset County, Red Bank Borough and Boards, Matawan Borough and Boards, South Plainfield Zoning Boards, Highlands Borough Boards, Monmouth Beach Borough and Boards, Manalapan Township Boards, West Long Branch, Middlesex Borough, Millstone Township, Borough of Metuchen, Borough of Carteret, Union Township, City of Elizabeth, Middletown Township, Marlboro Township Boards, City of Woodbridge Boards, Englewood Township Boards, and the City of Long Branch. As a Coastal Engineer, Ms. Flor provided Engineering services to the NJDEP, Sea Bright, NJ, City of Key West, FL, Panama City Beach, FL, Estero Island in Fort Myers, FL, and Fire Island, NY.

Ms. Flor, who specializes in sustainable urban design, managed the Canal Crossing in Jersey City project, a 111-acre redevelopment area consisting of 30 Brownfield sites. The design of these 40 new City blocks includes a new light rail station,

separation of the combined sanitary sewer, new water mains and streetscapes, multiple urban parks, road design and a new street grid that subdivides 17 existing city blocks into 40 new city blocks. She managed many notable projects in Hoboken, including the First Street Revitalization and Citywide Wayfinding; construction management of Observer Highway; the Washington Street "Complete Streets" Redesign; the 2018 City-wide Infrastructure Upgrades and Complete Streets; the roadway re-profiling of 9th, 11th, and Madison Streets; the Court Street Historic Redesign; and the Castle Point Terrace Historic Redesign. She managed the Bulkheads project in Neptune Township, and a USEPA Brownfields Community Wide Assessment project that includes 11 targeted sites in the Township. While the head of a Storm, Disaster and Recovery Practice, she managed a \$32M storm hardening project with NJDEP for the design repairs of several miles of seawall in Sea Bright and Monmouth Beach. Ms. Flor managed the Circulation Element of the Jersey City Master Plan, which won the 2009 Outstanding Plan Award in NJ as presented by the APA. In Red Bank Borough, Ms. Flor led the redesign of the Borough's streetscapes and plazas in their Downtown Special Improvement District.

She has lectured and appeared on panels including the 2013 APA NJ Planning Conference on Stormwater Harvesting and Sustainable Infrastructure; the ASCE Infrastructure Seminar at NYU in April 2013 on the Impacts of Sandy to NJ Infrastructure; Rutgers University, NJ, on the infrastructure damage from Superstorm Sandy; and the 2009 APA New Jersey Planning Conference where she provided guidance on the integration of transportation planning and land use planning. Ms. Flor has also lectured several times at Columbia University, NYC, on Building Sustainable Cities and Stevens University on Complete Streets, Green Infrastructure and Integrated Design. She has been published by ASCE on Hurricane Sandy Recovery. In 2019 she was a workshop leader for NJDEP for the Coastal Resiliency Workshops. In 2020 she presented on the Engineer's role in Resiliency at the Renewable Energy, Clean Technology, and Climate Change Conference.



Jaclyn J Flor, PE, PP, CME

President, Chief Executive Officer

Key Projects

Resilient NJ- Regional Resilience and Adaption Action Plan (RRAAP), Atlantic County Coastal Region, NJDEP

As part of the federal government's Hurricane Sandy recovery efforts, the U.S. Department of Housing and Urban Development (HUD) established the National Disaster Resilience Competition (NDRC), which made \$1 billion available to communities struck by natural disasters. In January 2016, the State of New Jersey was awarded \$15 million as part of the competition. From that award, \$10 million will fund Resilient NJ. The program is administered through the NJ Department of Environmental Protection (DEP), Office of Coastal and Land Use Planning (OCLUP). Resilient NJ is designed to reduce flood damages in both coastal and riverine towns through community-based resiliency planning. ENGenuity Infrastructure is a sub-consultant to WSP for the project for the Atlantic County Coastal Region. ENGenuity is leading the Public Engagement Phase of the Project which includes the Engagement Plan, Visioning Plan, all Steering Committee meetings, Community Advisory Committee Meetings, Technical Advisory Committee Meetings, Focus Group Meetings, and strategies for engaging socially vulnerable populations for the Region which includes Atlantic City, Brigantine, Pleasantville, Northfield, Ventnor City, Margate City, Longport, and the American Red Cross. The Project started in October 2020 and will be completed in May 2022

Citywide Wayfinding Project, City of Asbury Park, NJ.

Principal in charge of the project from conceptual phasing through construction. The project involved the installation of unique wayfinding signage through the entire City including gateways, directionals, kiosks, and parking blades. Assisted with managing the focus group for the project in the pre-design phase that involved interviewing various stakeholders throughout the City such as municipal staff, Council members, Chamber of Commerce, community and non-profit organizations, as well as private citizens and business owners. With the data we collected from the interviews, we worked alongside a graphic designer in order to create a true brand for the City of Asbury Park. This brand was incorporated into the various new signage with key design elements from the community branding report. During the construction phase, we managed daily construction tasks including reporting, quantity tracking, and processing payment and change orders.

Demolition of Various Structures under the CDBG and NRRP Program Phase I & Phase II, City of Trenton, NJ.

Principal in charge of the project during design and construction. Reviewed plans and specifications which included elements of environmental abatement, demolition of abandoned and unsafe structures, demolition of accessory structures, and backfill/site grading/final restoration. Managed daily construction tasks including reporting, tracking quantities, and processing payment. The project was funded by a mix of government grant funding from the Community Development block Grant Program along with fund from the Department of Housing and Economic Development.

Hudson Street Water Main Replacement, City of Hoboken, NJ.

Oversaw the design of plans and specifications which included elements of upgrading over 2,400 LF of the existing water main with a new 6" Ductile Iron Pipe, installing over 130 new water services, replacement of six (6) fire hydrants, and associated concrete and pavement restoration.

Court Street Historic Rehabilitation, City of Hoboken. Conceptual design, final historic redesign, and construction management for a 3/4-mile cobblestone street from the 1800s, adjacent to and partially within the Central Business District Historic District. The project has over 240 properties with access considerations in this dense urban center. Stakeholder Focus Group meetings that included County and Local representatives, businesses, representatives from Hoboken Historic Commission, and businesses. Stakeholder meeting included two meetings the same day for the convenience of attendees, and included brainstorming of constraints and opportunities, a prioritization exercise, and a site walk. Also included two Community meetings to vet concepts, and a Project Splash Page on the City website. Included a Council Meeting presentation. All meetings and project information was disseminated through social media and Nixel by City Communication Director.

Castle Point Terrace Historic Rehabilitation, City of Hoboken. Conceptual Design, final design, and construction management for a historic yellow brick street adjacent to and partially within the Castle Point Historic District. The road dates from the early 1900s and is in poor condition with uneven settlement of the brick surface layer. The redesign includes reestablishing the historic yellow brick, so the design must develop an appropriate method for stabilizing the roadway base and then resetting the original historic brick. Included two Community meetings to vet concepts, and a Project Splash Page on the City website. Included a Council Meeting presentation. All meetings and project information was disseminated through social media and Nixel by City Communication Director.

Jaclyn J Flor, PE, PP, CME

President, Chief Executive Officer

Milling and Paving of Various Streets, City of Hoboken, NJ.

Principal in Charge of project from concept through construction. Reviewed design of plans and specifications which included elements of mill/overlay, ADA ramp upgrades, striping upgrades, and new drainage. Managed construction from inception through closeout. This included daily coordination with inspectors, tracking quantities, preparation of change orders, and preparation of payment certificates.

2018 NJDOT Municipal Aid Project, City of Hoboken, NJ.

Principal in Charge of project from concept through construction. Reviewed design of plans and specifications which included elements of mill/overlay, ADA ramp upgrades, a decorative raised intersection, striping upgrades, and new drainage. Managed construction from inception through closeout. This included daily coordination with inspectors, tracking quantities, preparation of change orders, preparation of payment certificates, and NJDOT project related documentation.

Hudson River Waterfront Walkway, State of Good Repair- Bid Package 1 and 2, City of Hoboken, NJ. Conceptual and final design for state of good repair upgrades to Hoboken's multimodal waterfront walkway. The project extents are from Newark Street to 4th Street and Pier A. The project includes repairs to pavers, railing, lighting, landscaping and new trees where non-viable trees exist. The project includes SCS and NJDEP permitting.

Hoboken Water Infrastructure Upgrades, Phase I, Phase II, and CA&I, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. The City hired ENGenuity as part of the team to design the upgrades for eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design. Project information posted to City website. The construction phase included monthly newsletters that were blasted to all that signed up for newsletters, social media of daily construction, and a project website.

English Plaza & White Street Streetscape, Red Bank RiverCenter and Borough of Red Bank. The project focuses on transforming a streetscape and downtown plaza with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project is in the Special Improvement District of the downtown. The project included a robust Listening face that included twenty-four (24) one-on-one stake holder interviews with representatives of the business, residential, historic, government, and environmental organizations. Project included a presentation to Council, as well as Business Meetings. During the construction phase the project included a project website and social media posts of daily construction, as well as a monthly newsletter that is blasted to those who sign up for newsletters.

Washington Street Construction Phase, City of Hoboken. The project construction costs are approximately \$17M. The construction oversight commenced in December 2016 and will be completed in Spring of 2019. ENGenuity is a sub-consultant on the team providing Construction Phase services during this 22-month construction project.

Madison, 9th, and 11th Street, Road Re-profiling, City of Hoboken. ENGenuity Infrastructure was hired by the City to reprofile these three streets and to add storage and green infrastructure to offset the road raising in an effort to eliminate the flooding in this area of the City. The North Hudson Sewerage Authority is replacing the combined sewer in these streets. The Project included a Community Meeting, a Project Splash Page on the City website, and targeted meetings within the lobbies of the buildings of the HOA's of within the City project area.

Hoboken South Waterfront Bikeway and Walkway Project The project includes state of good repair upgrades to the Hoboken waterfront walkway the overlooks the Manhattan skyline. Project includes, bikeways, railing, pavers, trees, lighting and landscaping design.

Traffic Review Services for Western Edge Redevelopment Project Traffic review and transportation review services for redevelopment site in Northwest Hoboken. Project reprofiles several streets abutting Northwest Park.

160 Shrewsbury Avenue, Red Bank, NJ. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for a three-story mixed used building with four apartments over commercial in Red Bank, NJ.

Special Projects Engineer, Oceanport, NJ. Provided professional engineering services for reviews on Fort Monmouth.



Jaclyn J Flor, PE, PP, CME

President, Chief Executive Officer

Office Plaza, 1228 NJSH Route 9, Howell Township. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for an office plaza and parking area in Howell, NJ.

NJ DOE State Project #- HS 3560-050-16-1000; MS 3560-080-16-1000: New Providence Middle School/High School Additions, New Providence Board of Education. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition.

NJ DOE State Project #: 1870-050-14-1004: Hackettstown High School, Hackettstown Board of Education. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition for a security vestibule and a media addition.

Alteration and Renovations to the Cheltenham High School, Wyncote, Montgomery County, Pennsylvania. Site Civil Engineering Services associated with the renovations and site alterations to the Cheltenham High School.

NJ DOE State Project #: 0510-050-18-1000: Branchburg Bus Maintenance Facility, Branchburg Board of Education. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a new bus maintenance facility for the Board of Ed. Project included detention basin and pump station, and bus parking.

Manasquan Apartments, 33 Union Avenue, Manasquan, NJ. Site civil engineering services for demolishing of the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of fourteen apartments on the second and third floors. The site requires a parking lot, lighting, drainage, utility connections, an SCS Permit, a NJDOT Minor Access Permit, a Letter of Interpretation (LOI) and a Flood Hazard Verification.

Alteration and Renovations to the Community Center and Senior Center, Camden County Improvement Authority. ENGenuity Infrastructure handled the Site Civil aspects of the design for an addition to a senior center/ community center. Project included ADA upgrades, utilities, drainage, parking and site circulation.

NJ DOE #: 2370-080-18-2000: John F. Kennedy (JFK) Elementary School - Jamesburg School District Board of Education. ENGenuity Infrastructure handled site civil design for a sanitary main and lateral and parking lot reconstruction for a restroom addition to the elementary school.

NJ DOE State Project #: 3560-050-18-2000: Miller Field, New Providence Middle School and High School, New Providence Board of Education. ENGenuity designed new sod infield, irrigation system, new dug-outs, and a PA system for the design of Miller field baseball field.

NJ DOE State Project #: 0290-075-17-1000: Bergen County Tech, Bergen County Vocational Schools. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition. Project included a detention basin and parking area.

Capital Improvement Plan Estimates and Mapping, City of Hoboken. ENGenuity was hired by the City to develop construction cost estimates for inclusion in the Capital Improvement Plan. The City has developed a list of projects in the various phases of planning, design, and construction to be estimated and mapped. The project includes estimates and GIS mapping.

Washington Street "Complete Streets" Redesign, Hoboken, NJ. Consulting Engineer responsible for the development of the final integrated design and construction documents for the renewal and improvement of Washington Street, a 15-block commercial corridor in the City. Enhancements to improve pedestrian safety, expand access to mass transit, and accommodate an increase in multi-modal activity and use to support residents, businesses, visitors, and commuters. This "Complete Streets" revitalization project included an extensive community-based planning process to solicit public feedback and gain consensus on the final preferred design alternative. The project replaces aging watermain, sidewalks, street furnishings, and resurface the roadway. It will also improve mobility with new bikeways, modernized traffic signals at 15 intersections, and new bus shelters; and boost environmental performance and resiliency through added green infrastructure, upgraded LED lighting fixtures, and a new microgrid. The construction phase included monthly newsletters that were blasted to all that signed up for newsletters, social media of daily construction, and a project website.



Jaclyn J Flor, PE, PP, CME

President, Chief Executive Officer

First Street Streetscape Revitalization and Citywide Wayfinding, Hoboken, NJ. Consulting Engineer for improvements of a 12-block corridor including development of a new citywide wayfinding signage plan, city logo and tagline. The overall design integrates the use of green infrastructure and NJDOT's Complete Streets concepts. Streetscape improvements include curb bump outs, rain gardens, landscaping, street trees, banners, bicycle parking, benches, crosswalks, ADA compliant curb ramps, daylighting posts, wayfinding signage, solar powered trash and recycling compactors, and kiosks with touch screens. Funding was received from the NJEDA through a CDBG-DR. The project includes focus groups, stakeholder interviews, and public meetings for a collaborative process to revitalize the corridor that is recovering from Superstorm Sandy, and to create a brand identity for the logo and signage that represents the essence of the City. The project created the logo for the City and the brand identity included colors and fonts for all City websites, materials, and wayfinding signage. The project includes focus groups, stakeholder interviews, and public meetings for a collaborative process to revitalize the corridor that is recovering from Superstorm Sandy, and to create a brand identity for the logo and signage that represents the essence of the City. A collaborative online visual charette tool was utilized for graphic artists to comment and post images to assist in the logo creation.

Planning Board, Hudson County, NJ. Provided professional engineering services to Hudson County Planning Board for various site plan applications. Services include review of proposed drainage facilities and traffic access with regard to ROW. Participated in monthly technical review committee meetings and Planning Board meetings.

Canal Crossing, Jersey City Redevelopment Agency, Jersey City, NJ. Project Manager for the engineering and survey of Canal Crossing, a 111-acre redevelopment area. The design of this new urban development included a new light rail station, division of the combined sanitary sewer into separate stormwater and sanitary infrastructure, new water mains, streetscapes, multiple parks, roadway designs, and a new street grid that subdivided 17 industrial blocks into 40 new city blocks. The site consists of multiple brownfields and required innovative design for construction within the remediated areas because much of the tract was covered with a capillary break post remediation. The project is a 111-acre redevelopment area. The design of this new urban development included a new light rail station, division of the combined sanitary sewer into separate stormwater and sanitary infrastructure, new water mains, streetscapes, multiple parks, roadway designs, and a new street grid that subdivided 17 industrial blocks into 40 new city blocks. The site consists of multiple brownfields and required innovative design for construction within the remediated areas because much of the tract was covered with a capillary break post remediation. The project included meetings in the Ward with Civic Organizations to present the project and obtain feedback. The project has a splash page on the Jersey City Redevelopment Agency website.

EPA Brownfield Community Wide Assessment, Neptune Township, NJ. Consulting Engineer for Community wide Brownfields Assessment Project for 11 targeted sites in Neptune Township. Project is funded by a \$400,000 EPA Brownfields Grant. The project includes Community Outreach, Phase I, Phase II, and Remedial Action Work Plans to assess and prepare 11 locations for brownfield redevelopment.

Observer Highway Complete Streets Redesign Project, Hoboken, Hudson County, NJ. Client Manager for the Construction Management of improvements along Observer Highway. The project includes new synchronized traffic signals and dedicated left turn lanes that will create a more efficient and safer County roadway. Between 2010 and 2012, there were an average of 37 crashes per year along Observer Highway. The corridor will be converted to a more pedestrian friendly street with new, redesigned crosswalk signals and other pedestrian safety improvements as well as a two-way protected bike lane and green infrastructure. This Federally funded project included a Project Splash Page on the City website.

2014 Road Program- Contract B, City of Hoboken, NJ. Consulting Engineer for oversight of project management, engineering design, advertising, bidding, and construction administration and inspection for a project that consisted of complete street design, bike lanes, curb bump outs, a rain garden, ADA ramps, and mill and overlay.

Veterans' Memorial Park, Neptune, NJ. Consulting Engineer for the design services and bidding assistance to convert an abandoned Brownfields tract to the Veterans' Memorial Park. The design included five individual service nodes representing the branches of the military, situated along a curvilinear path. The central pathway leads to the main plaza where all five branches are represented together. The park design also included a vehicular parking area for 21 cars, site lighting/utilities, furnishings and other amenities, signage and landscaping. This project won a Merit Award for Military Parks from the NJ Chapter of the American Concrete Institute and the NJ Concrete and Aggregate Association.



Jaclyn J Flor, PE, PP, CME

President, Chief Executive Officer

Master Plan Circulation Element, Jersey City, NJ. Responsibilities included overall project management; oversight of a mobility study and survey; organizing and administering technical advisory committee and stakeholder meetings; public visioning meetings and feedback sessions; analysis of projected build-out; development of goals, objectives, strategies and actions; identification of indicators to monitor plan implementation progress; identification of ROW needs and potential alignments/station locations for Hudson-Bergen Light Rail; mapping potential roadway grids; establishing a functional classification system; creation of typical roadway sections; traffic calming and sidewalk maintenance plans; and review of volume capacity ratios on local roadways to verify adequacy of plan. Project included a mobility study and survey; a technical advisory committee and stakeholder meetings; public visioning meetings and feedback sessions; analysis of projected build-out; development of goals, objectives, strategies and actions; Project created Community Assets GIS mapping with feedback from the Community. The Project included meetings in each of the six (6) City Wards, and a televised Presentation with the Mayor. The project included a robust Action Plan Matrix with benchmarks, indicators, timeframes and lead agencies.

Storm Disaster and Recovery Superstorm Sandy, Borough of Sea Bright, NJ. As the Borough Engineer of Sea Bright, managed the engineering recovery efforts during Superstorm Sandy including Debris Management, Assessment of critical structures and coordination with OEM, NJDOT, Armed Forces assisting the Borough, County OEM, DPW, Police, Fire, and the Governing Body. Managed a multitude of resiliency projects after the storm.

Lackawanna Station Light Rail Transportation Assessment, Jersey City, NJ. Client Manager for a transportation assessment to determine the number of vehicle trips in the Lackawanna Station Redevelopment Plan area with and without Hudson Bergen Light Rail service. Two scenarios were analyzed; the build-out of the current redevelopment plan parameters without the Light Rail Station construction and the build-out of the proposed bonus density parameters with Light Rail Station construction and implementation.

Sea Bright & Monmouth Beach Seawall Restoration, Monmouth County, NJ. Borough Engineer responsible for the management of a multi-jurisdictional storm hardening project with multiple stakeholders, including the Borough of Sea Bright, Borough of Monmouth Beach, NJDEP BCE, and FEMA. The project included multiple multi-jurisdictional meetings, and Public Presentations. The project entails constructing, repairing or partially rebuilding portions of the 9,230 LF of seawall between the Boroughs. The project includes demolition of the existing structure, repurposing of the existing stone and construction of 2,160 LF of new seawall; repair of the existing cap stone layer and re-grouting of the voids consisting of approximately 295 LF; construction of new stone seawall where one did not previously exist consisting of approximately 295 LF; partial demolition and reconstruction of the ocean side toe and wall consisting of approximately 500 LF; and additional of spot repairs. The project also includes reconstruction of parking lots affected by the reconstruction of the wall, construction of ADA beach access ramps and vehicular cross overs.

South Concourse Road Raising and Bulkhead Project, Neptune Township. Consulting Engineer to raise roadway and bulkheads to alleviate flooding and provide emergency access to Shark River Hills. Project is funded through an HMGP grant.

Six Bulkheads and New Pump Station, Sea Bright, NJ. Borough Engineer for a \$1.3M project for the replacement of six street-end bulkheads and construction of a stormwater pump station to alleviate major flooding issues in the Borough of Sea Bright which was heavily damaged during Superstorm Sandy. Conducted BCA analysis to procure the FEMA Hazard Mitigation Grant that funded this project. The project replaces existing bulkheads that are below the Baseline Flood Elevation (BFE) with new raised steel or aluminum structures. Storm sewer piping is also upgraded to accommodate a new stormwater pump station. The new stormwater pump station consists of dual 60 HP submersible pumps installed in a below grade precast concrete chamber, and will alleviate flooding in the Borough. Multiple NJDEP and ACOE permits were required, and the project involved constant coordination with FEMA.

Ocean Avenue Streetscape Revitalization, Sea Bright, NJ. Borough Engineer for the design and construction inspection services for new sidewalks, ADA compliant curb ramps and crosswalks, the installation of pedestrian street lights, trees, furniture including bike racks, benches and trash and recycling receptacles, as well as the use of bicycle safe grates and the incorporation of green stormwater infrastructure where possible. The improvements are to be coordinated with NJDOT improvements in the roadway to accommodate a new parking configuration. CDBG-DR funding from the NJEDA will help offset some of the costs of this project.



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Hudson River Walkway Design and Implementation Plan, Bergen County, NJ. Project Manager for this plan that designed and transformed a disjointed and underused waterfront walkway to a continuous, non-motorized transportation artery and recreational amenity that is a focal point of Bergen County. The walkway runs through Edgewater and Fort Lee and has direct connections to the Palisades Interstate Park, Hudson County's Hudson River Waterfront Walkway, the George Washington Bridge, and New York City's Westside Greenway. It provides a sustainable transportation alternative to move about Bergen County and the greater New York/New Jersey Metropolitan Area, and also facilitates access to its wealth of cultural, natural, and scenic resources. The design promoted an attractive, safe, lively and family-oriented urban park that welcomed visitors of various physical abilities, while protecting the environment, and respecting the privacy of local residents. The project achieved a consensus-based approach through a series of stakeholder interviews and meetings.

Sea Bright Municipal Facilities Plan, Sea Bright, NJ. Project included developing a plan for municipal facilities proposed along the beachfront. The plan included a beach pavilion building with a lifeguard station, public showers and restrooms, beach offices, 1,000 LF of boardwalk, a stage, a beachfront playground on the boardwalk, a beach and pool club with swimming pools, an outdoor concession area, and a parking area with lighting, infrastructure and landscaping.

Circulation Element, Somerset County, NJ. Team Leader for final plan preparation and data collection and analysis for update of 2003 Circulation Element. Responsibilities included task management for data gathering and analysis, vulnerable infrastructure and climate change, best practices relative to greenhouse gases, and Geographical Information Systems (GIS). Project included multiple focus group meetings and Public meetings. Included Action Plan matrix.

Refuse Contracts for Borough of Matawan, City of Long Branch, and Sea Bright Borough, NJ. Developed separate contracts for each of these municipalities. The contracts were three and five year refuse contracts for the collection of refuse and recycling in accordance with N.J.S.A.

2010 Road Program, West Long Branch, NJ. Design of various improvements for nine roads that consisted of mill and overlay, roadway narrowing, curb and sidewalk installation, and drainage repairs. Municipal Parking Lot, Sea Bright, NJ. Redesigning the municipal parking lot to maximize parking and accommodate a sally port for the police station.

Board Meeting Attendance, Woodbridge Township, Red Bank Borough, Highlands Borough, South Plainfield Borough, Manalapan Township, Marlboro Township, Sea Bright Borough, Englewood Township, NJ. As an Engineering Professional and/or a Planning Professional to the Board, attended Planning and Zoning Board Hearings on behalf of these Townships and Boroughs.

Borough Engineer, Monmouth Beach, NJ. Served as the interim Borough Engineer of Monmouth Beach in 2009.

Beachwood Avenue Resurfacing, Middlesex Borough, NJ. Project consisted of mill and overlay; base repairs; self-adhering pavement strip membrane; spot repairs for sidewalks, curbs, and aprons; and ADA improvements.

Parking Lot Design, Clinton Street Park, Matawan, NJ. Project consisted of design of a parking layout for various athletic fields and a playground facility.

2008 Road Program, Middlesex Borough, NJ. Project for new sidewalk placement where one did not previously exist; required NJDEP permitting due to possibility of some fill within the floodplain.

2004 Road Reconstruction Program, Phase I, City of Elizabeth, NJ. Project included total reconstruction of three roadways, sidewalks, curbs, driveway aprons, design of a 1,500-foot curb, retaining wall, inlets, drainage design, roadway widening, two traffic signals, and permits.

Ely Harmony Road and Intersection Improvements, Millstone, NJ. Project widened an intersection to accommodate a left turn lane and included roadway resurfacing.

2003 Road and Sidewalk Program, Matawan, NJ. Project improvements for nine roadways and an intersection and included total reconstruction of sidewalks, curbs, and driveway aprons; placement of underdrains; inlets; design of storm drain pipe; overlay; and permits.

Old Noah Hunt Road Reconstruction and Spring Road Resurfacing, Millstone, NJ. Project included reconstruction of several roads, and driveway and drainage repairs.



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2002 Road Program, West Long Branch, NJ. Capital improvement project that included road resurfacing; curb, sidewalk, and driveway apron replacement; drainage, and intersection improvements for six streets.

Greenbrook Road Resurfacing, Middlesex Borough, NJ. Project consisted of mill and overlay, base repairs, crosswalks, replacement of a loop detector and spot repairs for sidewalk, curb and aprons. Also included preparation of NJDOT detour permit to allow detour onto a state highway.

Clive Street, Christol Street, Plainfield Avenue, and Main Street Intersection, Borough of Metuchen, NJ. Project consisted of redesign of a primary intersection to alleviate congestion issues and included new signage, striping, traffic islands, and turning movements in compliance with NJDOT standards, and compilation of detailed project cost estimates.

Salt Dome and Site Design, Department of Public Works, Matawan, NJ. Project included design of a salt dome and various site improvements for DPW yard. Responsibilities included performing site inspections to obtain measurements, analyzing site layout to determine locations of force main and other utilities in conjunction with NJDEP regulations and requirements, locating/designing salt dome outside of a wetlands buffer, designing site and grading plan, and compiling a detailed cost estimate.

Building Demolition, Department of Public Works, Red Bank, NJ. Project consisted of demolition of administration and generator buildings and locker rooms.

Demolition of Incinerator, Community Block Grant Application, Red Bank, NJ. Tasks consisted of a county grant application to request funding for demolition of an incinerator; project included a presentation.

Parking Meter Installation, Phase II, Red Bank, NJ. Project for installation of parking meters and restructuring parking on two streets in a downtown area.

Affordable Housing Site Design, Leonardville Road, Middletown, NJ. Project entailed site design of an affordable housing complex in accordance with layout constraints detailed by local ordinance.

Health Department ADA Improvements, Borough of Carteret, NJ. Project for design of handicap ramps and parking stalls to bring site into compliance with ADA standards.

Walton and Sinclair Swale De-snagging Project, Township of Union, NJ. Projects included removal of fill, trees, and brush to improve drainage, and required various NJDEP permits.

Saltaire, Fair Harbor and Dunewood 66-Month Monitoring Project, Fire Island, NY. Coastal Engineer for this project that involved calculation of volumetric changes to determine cubic yards of fill remaining from 1994 beach nourishment project. Calculated changes of average shoreline, volumetric, and average berm height; developed an average profile to determining overall project performance; and documented findings.

Esterio Island Beach Nourishment Project, Fort Myers, FL. Coastal Engineer for the beach nourishment and groin construction project to place 1.4 million CY of borrow sand. Special design aspects required for final design of shoreline layout and terminal groin included performing field inspections, researching environmental concerns, preparation of permits, revision of plans and applications in response to the DEP, calculating erosion rates and diffusion losses, determining overfill ratios, and determining the overall location and length of the groins.

Beach Tilling and Compaction Study, Panama City Beach, FL. Coastal Engineer for the development of a new standard for determining beach compaction. Methodologies incorporated with study consisted of obtaining cone penetrometer data from performance of tests; researching studies on cone penetrometer data; applying geotechnical principles to analyze correlations between grain size, gradation, and compaction; and development and submission of compaction study to DEP recommending changes in standards used for determining beach compaction.

Smathers Beach Nourishment and Groin Construction Project, Phase III, City of Key West, FL. Coastal Engineer for third phase of a beach fill project in Key West which included the construction of 4 groins. The project involved the final design of a shoreline layout and two groins. Special project responsibilities included preparation of project plans and specifications; performance of field inspections; research of environmental concerns; calculations of background erosion rates, overfill ratios, diffusion losses and wave heights; determining location of groins; and development of construction cost estimates.

Michael C. MacFarlane, PE

Senior Staff Engineer



Education

The College of New Jersey,
BS, Civil Engineering, 2014

Professional Registrations / Affiliations

Licensed Professional
Engineer in New Jersey

Areas of Expertise Civil
Engineering, Municipal
Engineering Design,
Construction Management
and Administration

Summary of Qualifications

Mr. MacFarlane is an experienced Senior Staff Engineer providing technical support, design expertise, urban design, and inspection coverage for various capital improvement projects including reconstruction of Municipal Roadways, Parks and Recreational Facilities, Stormwater and Flood Mitigation, and ADA compliant pedestrian facilities. Additionally, he aids in the process and review of various Planning Board and Zoning Board applications, Grading Plans and Capital Reviews.

Prior to joining Engenuity, Mr. MacFarlane worked for a contractor where he developed a strong knowledge of analyzing plans, conducting quantity takeoffs for milling, paving, drainage, earthwork, striping, signage, and concrete structures, and has solicited subcontractors, organized quotes, and help prepare and record bid packages.

Mr. MacFarlane is well versed at preparing applications for Local Aid, Community Development Block Grants, Soil Erosion and Sediment Control, and NJDOT Access Permits. He is also a knowledgeable field engineer, often covering inspections to ensure compliance of projects with plans and local ordinances.

Key Projects

Citywide Wayfinding Project, City of Asbury Park, NJ.

Oversight of the project from conceptual phasing through construction. The project involved the installation of unique wayfinding signage through the entire City including gateways, directionals, kiosks, and parking blades. Assisted with managing the focus group for the project in the pre-design phase that involved interviewing various stakeholders throughout the City such as municipal staff, Council members, Chamber of Commerce, community and non-profit organizations, as well as private citizens and business owners. With the data we collected from the interviews, we worked alongside a graphic designer in order to create a true brand for the City of Asbury Park. This brand was incorporated into the various new signage with key design elements from the community branding report. During the construction phase, we managed daily construction tasks including reporting, quantity tracking, and processing payment and change orders.

Demolition of Various Structures under the CDBG and NRRP Program Phase I & Phase II, City of Trenton, NJ.

Oversight of project during design and construction. Assisted and coordinated preparation of plans and specifications which included elements of environmental abatement, demolition of abandoned and unsafe structures, demolition of accessory structures, and backfill/site grading/final restoration. Managed daily construction tasks including reporting, tracking quantities, and processing payment. The project was funded by a mix of government grant funding from the Community Development block Grant Program along with fund from the Department of Housing and Economic Development. Ensured contractor met all requirements in association with funding sources including Section 3.

Hudson Street Water Main Replacement, City of Hoboken, NJ.

Assisted with and coordinated design of plans and specifications which included elements of upgrading over 2,400 LF of the existing water main with a new 6" Ductile Iron Pipe, installing over 130 new water services, replacement of six (6) fire hydrants, and associated concrete and pavement restoration.

Michael C. MacFarlane, PE

Senior Staff Engineer

Milling and Paving of Various Streets, City of Hoboken, NJ.

Oversight of project from concept through construction. Assisted with and coordinated design of plans and specifications which included elements of mill/overlay, ADA ramp upgrades, striping upgrades, and new drainage. Managed construction from inception through closeout. This included daily coordination with inspectors, tracking quantities, preparation of change orders, and preparation of payment certificates.

2018 NJDOT Municipal Aid Project, City of Hoboken, NJ.

Oversight of project from concept through construction. Assisted with and coordinated design of plans and specifications which included elements of mill/overlay, ADA ramp upgrades, a decorative raised intersection, striping upgrades, and new drainage. Managed construction from inception through closeout. This included daily coordination with inspectors, tracking quantities, preparation of change orders, preparation of payment certificates, and NJDOT project related documentation.

Hudson River Waterfront Walkway, State of Good Repair- Bid Package 1 and 2, City of Hoboken, NJ. Conceptual and final design for state of good repair upgrades to Hoboken's multimodal waterfront walkway. The project extents are from Newark Street to 4th Street and Pier A. The project includes repairs to pavers, railing, lighting, landscaping and new trees where non-viable trees exist. The project includes SCS and NJDEP permitting.

2019 Capital Road Improvements, Hillside Ave., Borough of Chatham, NJ. Senior Staff Engineer responsible for preparing design plans and specifications for milling and pavement overlay and replacement of curbs and sidewalk to conform to ADA Standards for various roads.

Court Street Historic Rehabilitation, City of Hoboken. Design of a 3/4-mile cobblestone street in the Central Business District Historic District. Design included coordination and cross sections for over 240 properties with access considerations in this dense urban center.

Castle Point Terrace Historic Rehabilitation, City of Hoboken. Design of a historic yellow brick street adjacent to and partially within the Castle Point Historic District. The road dates from the early 1900s and is in poor condition with uneven settlement of the brick surface layer. The redesign includes reestablishing the historic yellow brick, so the design must develop an appropriate method for stabilizing the roadway base and then resetting the original historic brick.

Hoboken Water Infrastructure Upgrades, Phase I, Phase II, and CA&I, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. The City hired ENGenuity as part of the team to design the upgrades for eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design.

English Plaza & White Street Streetscape, Red Bank RiverCenter and Borough of Red Bank. The project focuses on transforming a streetscape and downtown plaza with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project is in the Special Improvement District of the downtown.

Manasquan Apartments, 33 Union Avenue, Manasquan, NJ. Site civil engineering services for demolishing of the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of fourteen apartments on the second and third floors. The site requires a parking lot, lighting, drainage, utility connections, an SCS Permit, a NJDOT Minor Access Permit, a Letter of Interpretation (LOI) and a Flood Hazard Verification.

Michael C. MacFarlane, PE

Senior Staff Engineer



Hoboken Water Infrastructure Upgrades, Phase I, Phase II, and CA&I, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. Designed upgrades for eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design.

Madison, 9th, and 11th Road Reprofilng, City of Hoboken. Reprofilng of streets raising the streets and sidewalks over 1.5 feet to address combined sewer flooding. Design included reprofiling, complete street upgrades, lighting, landscaping, public meetings, coordination with water main design and sewer design teams.

Traffic Review Services for Western Edge Redevelopment Project, City of Hoboken. Traffic review and transportation review services for redevelopment site in Northwest Hoboken. Project reprofiles several streets abutting Northwest Park.

160 Shrewsbury Avenue, Red Bank, NJ. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for a three-story mixed used building with four apartments over commercial in Red Bank, NJ.

Office Plaza, 1228 NJSH Route 9, Howell Township. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for an office plaza and parking area in Howell, NJ.

Mixed Residential Development at Shrewsbury Ave and Drs James Parker Blvd., Red Bank, NJ. Site civil, SCS permitting, submittal of plans to Monmouth County, planning, drainage, and landscape design for this mixed residential development and parking garage located in an Opportunity Zone.

Seabrook Village, Borough of Tinton Falls, NJ Field Inspector for the site improvements at the retirement community center in Tinton Falls. Responsibilities included inspection of the new retaining wall, sidewalk, and fence. Provided daily coverage to confirm installation and grade of the retaining wall. Verified sidewalk locations and pitch around challenging existing conditions. Prepared daily reports and provided photo documentation of each day's work effort.

Capelli Sports Complex, Borough of Tinton Falls, NJ Field Inspector for a large turf soccer complex project. Responsibilities included inspection of the new drainage system installation. Provided daily inspection to confirm line and grade of the new drainage line and proper installation of pipe bedding, backfill in lifts, and compaction. Verified structure inverts matched approved site plans. Prepared daily reports and provided photo documentation of each day's work effort

Reconstruction of St. James Avenue, Borough of Union Beach, NJ Staff Designer responsible for preparing a full set of construction plans and specifications for complete roadway reconstruction of St. James Avenue in accordance with Borough and NJDOT standards. Designed various drainage improvements, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

2018 Pavement Overlay Program, Township of Freehold, NJ. Staff Designer responsible for preparing design plans and specifications for milling and pavement overlay, drainage improvements, and replacement of curbs and sidewalk to conform to ADA Standards for various roads. Designed basemaps from survey data, grading, signage, and striping.

2018 Capital Improvement Program, Borough of Union Beach, NJ. Staff Designer responsible for preparing a full set of construction plans and specifications for complete roadway reconstruction along Newark Avenue, Arlington Avenue, and Bank Street in accordance with Borough and NJDOT standards. Designed various drainage improvements, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

Chestnut Ridge Road Culvert Replacement. Staff Designer responsible for preparing a full set of construction plans and specifications for the replacement of the existing failing 72"X102" Elliptical Corrugated Metal Culvert that crosses through Chestnut Ridge Road. Designed location and size of new 106"X68" ERCP Culvert to replace the existing. Obtained NJDEP permit approval for the new design utilizing Hydrograph reports to show flow calculations at the upstream and downstream location of the new pipe...

Michael C. MacFarlane, PE

Senior Staff Engineer

Chestnut Ridge Road Culvert Replacement, continued. ...A number of different parameters were calculated in the design of the culvert including: drainage area of the stream based on contour maps, storm frequency up to the 100-year storm, storm duration, peak discharge, and time of concentration in order to compute the tailwater depth and the outlet velocity of the proposed pipe. Designed stream diversion plans for the project during the removal of the existing pipe and the installation of the new pipe. Designed upstream and downstream storm headwalls at the inlet and outlet locations of the culvert. Designed proposed gabion wall retaining wall layouts at the upstream and downstream locations of the proposed culvert. Project also included complete roadway reconstruction at the crossing of the new pipe, along with smaller scale drainage improvements, horizontal and vertical alignment, and replacement of curbs, and sidewalks. Applied for and obtained Soil Erosion and Sediment Control permits.

Union Beach Turf Maintenance Contract, Borough of Union Beach, NJ. Prepared detailed specifications and contract stipulations for the Bi-Annual maintenance contract of the Borough owned parks. Scope of the contracts included seasonal application of lime, fertilizer, crab grass and weed control, fungicide, over seeding, core aeration and insect infestation treatment.

Reconstruction of East Second Street, Borough of Bound Brook, NJ. Staff Designer responsible for preparing a full set of construction plans and specifications for complete roadway reconstruction along East Second Street in accordance with Borough and NJDOT standards. Designed drainage improvements, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

2017 Road Improvement Program, Borough of Bound Brook, NJ. Staff Designer responsible for preparing construction plans and specifications for full depth reconstruction of two Municipal Parking Lots in accordance with Borough and NJDOT standards. Designed drainage improvements, grading and pavement reconstruction, and replacement of curbs and sidewalks. Applied for and obtained Soil Erosion and Sediment Control permits.

2017 Capital Road Improvement, Borough of Highlands, NJ. Staff Designer responsible for preparing construction plans and specifications for roadway reconstruction on Bay Street in accordance with Borough and NJDOT standards. Designed drainage improvements, swale curb system, super elevated road cross sections, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

2017 Capital Improvement Programs, Borough of Union Beach, NJ. Staff Designer responsible for preparing construction plans and specifications for roadway reconstruction on Harrison Avenue in accordance with Borough and NJDOT standards. Also prepared design of a new Parking Lot area at Columbia Pocket Park and the expansion of the existing parking lot at Scholer Park. Designed drainage improvements, new electrical service locations, landscape features, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

Four Seasons at Monroe, Monroe, NJ. Communicated roll out of project with Construction Managers, Construction Supers, and Project Manager. Completed direct generation of subcontractor agreements and purchase orders for project materials to be delivered on site during specific project phases. Made frequent visits to the job site to analyze progress and track field quantities. Obtained and recorded delivery tickets for material purchases to ensure field quantities matched office invoices and performed direct entry of cost information into job costing program. Completed direct entry of foreman daily work diaries and time cards into heavy job system. Monitored progress against project schedule to help ensure tasks were being completed on time.

2017 Annual Maintenance Contracts, Matawan Borough, NJ. Staff Designer responsible for preparing the annual emergency and maintenance repair contracts for the following: Water, sanitary sewer, and storm sewer, Iron sludge removal, Sanitary pump stations, and Wells and High Service pumps. Prepared proposals including scope of work to be completed, basis of payment, contractual provisions, insurance, payment/performance guarantee, and basis of award.

2017 Pavement Overlay Program, Freehold Township, NJ. Staff Designer responsible for preparing design plans and specifications for milling and pavement overlay, drainage improvements, and replacement of curbs and sidewalk to conform to ADA Standards for various roads. Designed basemaps from survey data, grading, signage, and striping.

Michael C. MacFarlane, PE

Senior Staff Engineer

Scholer Park Improvements, Phase VI, Borough of Union Beach, NJ. Staff Designer responsible to prepare full set of design plans and specifications for improvements to existing park conditions including drainage improvements, resurfacing and color coating of existing hockey rink area, pavement crack repairs, and oversight of solicitation and manufacture of a new hockey rink dasher board system that was damaged as a result of the flooding from Hurricane Sandy.

Toll Brothers Reserve at Holmdel, Holmdel Township, NJ. Field Inspector for a large site development project. Responsibilities included inspection of new drainage system, new sanitary sewer system, Belgium block curb, and roadway paving. Provided daily inspection to confirm line and grade of pipe systems and structures, proper installation of pipe bedding, backfill and compaction. Prepared daily reports and provided photo documentation of each day's work effort.

Reconstruction of Johnson Avenue and Branch Street - Union Beach, NJ. Designed construction plans and specifications for road reconstruction in accordance with Borough and NJDOT standards. Designed basemap from survey data, horizontal and vertical alignment, grading and pavement reconstruction.

2016 Capital Improvement Program, Holmdel Township, NJ. Staff Designer responsible to prepare design plans for roadway reconstruction of South Beers Street in accordance with Township and NJDOT standards. Designed drainage improvements, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Designed basemap data for various roads utilizing existing aerial information and site investigations.

Inlet Drive Water Services Replacement, Borough of Point Pleasant Beach, NJ. Staff Designer responsible for preparing full set of design plans and specifications for a new Water Main and services on Inlet Drive. Designed new horizontal and vertical main and service location based on existing utility survey data and prepared construction schedule in order to prioritize timing to cut and cap existing water main at specified locations upon activation of new water main and connection of services.

Shore Boulevard Improvements, Borough of Keansburg, NJ. Staff Designer responsible for preparing a full set of construction plans and specifications for complete roadway reconstruction on Shore Boulevard and Woodland Avenue in accordance with Borough and NJDOT standards. Designed drainage improvements, new water main and service locations, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits. Provided inspection coverage for various drainage installation throughout the completion of the project.

Scholer Park Improvements – Phase V, Union Beach, NJ. Designed construction plans and specifications for improvements to the existing park. Improvements were funded and reviewed by Monmouth county Open Space Grant Funding Program. Design included expansion of the existing irrigation system, regrading of the park area, and upgrades to the pedestrian walkway facilities to conform with ADA standards. Design also included site layout, drainage, utilities, and landscaping.

2015 Capital Improvement Road Program, Borough of South Plainfield, NJ. Staff Designer responsible for preparing design plans and specifications for milling and pavement overlay, drainage improvements, and replacement of curbs and sidewalk to conform to ADA Standards for various roads. Designed basemaps from survey data, grading, signage, and striping.

Seaview Avenue Water Main Replacement, Keansburg, NJ. Staff Designer for the water main replacement project. Responsibilities include quantity calculations for milling, paving, concrete work, and pipe replacement; cost estimating, specification review, and contract coordination. Prepared vertical and horizontal design layout for proposed new Water Main given the estimated locations of all existing utilities and services to avoid as many conflicts as possible. Inspector for final trench repair and roadway paving of the 700-foot long water main installation project. Responsible for daily quantity tracking, asphalt compaction, and trench preparation work.

2015 Road Improvement Program, Holmdel Township, NJ. Staff Designer responsible for preparing design plans and specifications for milling and pavement overlay, drainage improvements, and replacement of curbs and sidewalk to conform to ADA Standards on Richards Way. Designed basemaps from survey data and analyzed areas of significant pavement damage in the field to determine limits of full depth base repairs.

Michael C. MacFarlane, PE

Senior Staff Engineer



Outfall Replacement Project – Outfalls #11 and #14, Keansburg, NJ. Designed construction plans for the \$750,000 drainage improvement project in accordance with Borough, NJDOT, and NJDEP Standards. The project included upgrades of the existing deteriorating outfall pipes from the local streets to the pump station located along the Bayfront. Design tasks included drainage alignment and profiles, milling and paving, ADA ramp design, guide rail, and new sidewalks. Project was partially funded by the Army Corp. of Engineers and was designed to meet the zoning criteria established within the ordinance with minor variance relief.

Toll Brothers at Bamm Hollow, Middletown, NJ. Field Inspector for a large site development project. Responsibilities included inspection of the new drainage system installation. Provided daily inspection to confirm line and grade of the new drainage line and proper installation of pipe bedding, backfill in lifts, and compaction. Verified structure inverts matched approved site plans. Prepared daily reports and provided photo documentation of each day's work effort.

Berkeley Island Shore Protection & Park Redevelopment, Ocean County, NJ. Provided final quantity check of all construction plans prior to bidding. Worked on various plan revisions to finalize the existing conditions versus proposed condition mapping. Finalized all plan sheets per review comments received from NJDEP.

Seeley Avenue Bulkhead Replacement, Keansburg, NJ. Staff Designer responsible for finalizing the design of the \$300,000 aluminum bulkhead replacement project. Prepared final mapping layout, top of wall and bottom of wall grades, and updated all bearings and distances as required for the NJDEP as part of the permit review process.

Various Heavy Highway Bids, Garden State Parkway, NJ. Collaborated with team members for structural, mill-pave, and earthwork takeoffs, and if applicable by staging, for the three NJTA Garden State Parkway Projects of 2014, including MSE Walls, slope-protection, damp-proofing and waterproofing of structures, super-elevated road sections, and digitizing roadway cross sections for cut-fill reports pertaining to earthwork related costs. Aided in the compilation and submission of the complex bids.

Various Capital Improvement Projects, Local Monmouth County Municipalities, NJ. Generated quantity takeoffs for various construction items including mill, pave, sidewalk, curb, driveways, earthwork, drainage, structures, striping, signs, plants, site restoration. Analyzed project specifications and details to better understand how specific construction items are to be installed and paid under the contract. Gathered material pricing from various subcontractors. Aided in the preparation of project bid packages. Gained insight on the competitive bidding process by attending pre-bid meetings, hand delivering bids, and attending bid openings. Communicated direct submittal of utility mark out requests to one call New Jersey prior to site construction.

Improvements to Interchanges 88 & 89, Garden State Parkway, NJ. Completed various site inspections to investigate Construction and installation of major heavy highway items as part of the NJTA efforts to reconstruct the bridges over Route 70 as part of a \$70 million contract to widen the GSP between milepost 83 and milepost 90. This construction observation included the installation of MSE Walls, Pile driving, earthwork for drainage basins, installation of steel bridge girders, installation of drainage structures, and pouring of the concrete bridge deck. Aided in the tracking and recording of field quantities upon installation of items. Communicated with foreman to monitor project scheduling.

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

Matthew J. Berdahl, PE

Senior Staff Engineer



Education

Villanova University, PA - BSCivil Engineering, 2008

Certifications

NJ Professional Engineer – License # 24GE0529100

NJ Stormwater Management Design Reviewer– Reviewer ID 3QIWPJSZ

Skills

AutoCAD Civil, Civil 3D, Hydrocad, Hydroflow, STADD, Solid Works, HEC-RAS, MS-Office

Areas of Expertise

Hydrology, Hydraulics, Stormwater Management design, Site Plan, Subdivision Design, Transportation, and Municipal Engineering.

Honors

Eagle Scout, Boy Scouts of America, Troop 50, Shrewsbury, NJ

Summary of Qualifications

Mr. Berdahl is a licensed Professional Engineer with 12 years of experience in both the private and public engineering sectors. He is extensively familiar with water resource topics including: hydrology, hydraulics, stormwater management design, and utility design. His responsibilities at ENGenuity include project management, instructing, and supervising engineering staff.

His engineering design experience also includes plan and report preparation for: commercial site plans, residential subdivisions, water distribution systems, sanitary sewer collection systems, storm sewer systems, and roadway rehabilitation/reconstruction projects.

He is also well versed in the land development and environmental permitting process. With experience preparing the following Local, State, and County permits: Soil Erosion and Sediment Control, Treatment Works Approval, Freshwater wetlands, Flood Hazard, Coastal Area Facility Review Act (CAFRA), Waterfront Development, Tidelands, County Site Plan, County Subdivision, Local Site Plan approval, Local Subdivision approval, NJDOT Minor Access, and NJDOT utility opening permits.

Mr. Berdahl also has experience in the public municipal engineering sector preparing Land Use Board reviews, inspecting public improvements, and interaction with governmental officials. Additionally, he has also performed Land Use Board reviews, technical reviews, Stormwater management reviews for Major Developments, and resolution compliance reviews for various Municipalities.

Key Projects

Major Subdivision, Sea Bright, NJ. Project Manager for a four (4) lot major subdivision, that received Planning Board approval January 2021. The project design included Subdivision/ Site plan, Stormwater Management Report, Vehicle Turning Templates, and Roadway reconstruction. The project also included permit approvals and coordination with the following agencies: Freehold soil, New Jersey American Water, JCP&L, CAFRA, Tidelands, and Monmouth County.

Union Avenue Apartments, Manasquan, NJ. Project Manager for a residential Major Site that includes demolishing the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of fourteen apartments on the second and third floors. He designed site drainage and prepared stormwater reports. Permitting approvals include: Manasquan Planning Board application, NJDEP wetlands, NJDEP Flood Hazard, NJDOT Minor Access permit, and Soil Erosion and Sediment Control.

Broad Street, Manasquan, NJ. Project Manager for residential Major Site that includes demolishing the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of Twenty-two (22) apartments on the second and third floors. Designed site drainage and prepared stormwater reports for Major Development Compliance. Permitting approvals include: Manasquan Planning Board application, Monmouth County Site Plan, and Soil Erosion and Sediment Control.

Steep Slope Plans, Atlantic Highlands, NJ. Project manager for a residential steep slope plan for an inground pool and patio. Coordinated soil borings and slope stability analysis to analyze impacts of development 35 feet above and behind a stone gabion wall located on a coastal bluff on the Sandy Hook Bay.

Matthew J. Berdahl, PE

Senior Staff Engineer

Electrical Substation Rehabilitation, Quinton, NJ. Project Manager coordinating various sub-consultants for Survey, Geotechnical borings, Soil Resistivity testing for prime consultant.

Various Grading/Plot Plans. Project Manager for various residential grading and plot plans. Tasks include coordination with client and Architect, proposed grading design, zoning analysis, soil erosion and sediment control exemption, and drainage statement. Typical improvements include inground pool, Patios, Building additions, driveway modifications, and utility connections. Including.

Shrewsbury Avenue, Red Bank, NJ. Project Manager Prepared drainage design and stormwater reports for a three-story mixed used building with four apartments over commercial in Red Bank, NJ.

Bridge Avenue, Red Bank, NJ. Prepared drainage design and stormwater reports for a mixed commercial/residential development in a Train Station Overlay District in Red Bank, NJ.

Hoboken, NJ. Prepare traffic, circulation, parking and off-site improvement review for redevelopment plan. Redevelopment plan included a multi-story mixed use commercial/residential building on

AASHTO sight Triangle exhibit and sight line profile, Holmdel, NJ. Prepare exhibit with sight triangle and sight line profile for Monmouth County subdivision approval.

Municipal Engineering

Borough of Oceanport Assisted Special Projects Engineer with completeness, engineering technical reviews, bond estimates and resolution compliance reports.

Borough of Red Bank Assisted Red Bank Borough Engineer with Capital Project Roadway Design, Capital Project Sanitary Sewer Design, Capital Project Water Design, Capital Project Management, Individual Grading Reviews, Performance Bond Review/Reductions, Certificate of Occupancy Reviews, Prepare Grant Applications, and Council Meeting Attendance.

Borough of Atlantic Highlands Assisted Atlantic Highlands Borough and Planning Board Engineers with Steep Slope Reviews, Completeness Reviews, Engineering Technical Reviews, Resolution Compliance reviews, and Performance bond estimates.

Township of Lumberton Assisted Board Engineer with Completeness Reviews, Engineering Technical Reviews, and Resolution Compliance reviews.

Borough of Shrewsbury Assisted Shrewsbury Borough Engineer, Planning Board, and Zoning Board Engineers with Completeness Reviews, Engineering Technical Reviews, Resolution Compliance reviews, Performance bond estimates, and Inspect Bonded improvements.

City of Long Branch Zoning Board Assisted Long Branch Zoning Engineer with Completeness Reviews, Engineering Technical Reviews, and Resolution Compliance reviews.

Past Project List

2019 Road Program, Borough of Red Bank. Grant Place, Tilton Ave.

2018 NJDOT Local Aid Road Program, Keyport Borough.

2018 Road Program, Borough of Red Bank. Gold Street parking lot, Leighton Ave, Manor Drive, and Prospect Ave; Resurfacing, drainage, traffic calming.

Matthew J. Berdahl, PE

Senior Staff Engineer

Leocadia Court Department of Public Works Building, Township of Hazlet. Prepared site plan for new Public Works garage building, including utility connections.

Laurel Avenue, Hazlet. NJDOT Local Aid resurfacing project.

Avenue of the Commons, Shrewsbury Borough. Roadway reconstruction for Local Aid Project.

Municipal Complex, Shrewsbury Borough. Designed municipal complex basketball courts and walking trail.

Gloucester County Landfill, Gloucester County Improvement Authority. Stormwater Reporting for Gloucester County Landfill.

Greenwood Road Phase I, Marlboro Township. Roadway reconstruction with drainage improvements.

Greenwood Road Phase II, Marlboro Township. Roadway reconstruction, drainage, and wetland permit coordination.

Texas Road Phase III, Marlboro Township. NJDOT roadway resurfacing and drainage.

Stafford Municipal Parking Lot, Stafford Township. Reconstruct and reconfigure parking lot and sidewalks.

Mill Creek Bulkhead, Stafford Township. Prepared bulkhead design with helical screw anchors.

2016 Road Program, Stafford Township. Contract administration for roadway resurfacing project.

Department of Public Works AST fueling facility, Stafford Township. NJ state contract Underground storage tank removal and new aboveground storage tank design.

Stafford Police Department Pistol Range, Stafford Township. Designed new pistol range for Stafford Police department.

East Bergen Place, Borough of Red Bank. Sanitary sewer replacement, NJDOT local aid resurfacing project.

Mohawk Pond & Eastside Park, Borough of Red Bank. Park improvements, restroom building.

White Street, Borough of Red Bank. Sanitary sewer, water improvements, NJDOT Local Aid resurfacing, and NJEIT funding.

Overpeck Park Area 2, Bergen County. Parking lot and walking trails.

Overpeck Park Area 1, Bergen County. Grading design and permit coordination.

Collins Avenue, City of Pleasantville. Design Sanitary sewer replacement plans.

Ridgewood Avenue, City of Pleasantville. Design sanitary sewer replacement, NJEIT funder project

Chester Avenue, City of Pleasantville. Design and Contract administration for Sidewalk & Curb Replacement CDBG funding

Portland Avenue, City of Pleasantville. Design and Contract administration for NJDOT Municipal Aid sidewalk replacement.

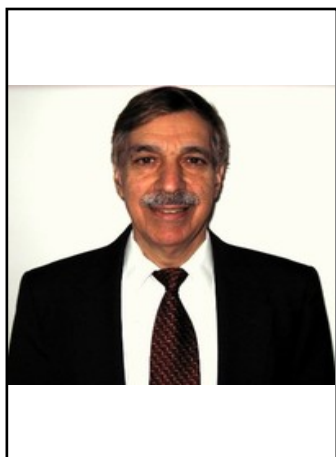
East California Avenue, City of Pleasantville. Design and Contract administration NJDOT Municipal Aid Resurfacing.

West Park Avenue, City of Pleasantville. Design and Contract administration NJDOT Municipal Aid sidewalk replacement.

Sanitary Sewers, City of Pleasantville. Prepared map of existing sanitary sewer collection system, with detailed report of existing infrastructure and recommended upgrades.

Dana Boyadjian, PE, LSRP, PMP

Environmental Project Manager



Education

M.S. – Sanitary Engineering, Virginia Polytechnic Institute and State University,

B.S. – Civil Engineering, Northeastern University, Boston, Massachusetts,

Certifications

Professional Engineer; Pennsylvania Sanitary, PE030429E

New Jersey-Civil, 24GE02936300

Licensed Site Remediation Professional, New Jersey, 580159 Project Management Professional,

Project Management Professional, December 2020

Underground Storage Tank, Sub-Surface Evaluation, New Jersey, 0010169

8-hour OSHA HAZWOPER Refresher, 2021

Areas of Expertise

Environmental Engineering/Remediation, Project Management, Licensed Site Remediation

Summary of Qualifications

Mr. Boyadjian has over 30 years of hands-on environmental engineering/remediation project management and field experience. This work includes a variety of soil and groundwater remediation projects, extent of contamination studies/remedial alternative evaluations, risk assessments and leaking underground storage tank (UST) investigations. Many of these projects involved extensive report writing and regulatory interaction under the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation (Tech Regs) and recent Licensed Site Remediation Professional (LSRP) program. His experience also includes New York State Department of Environmental Conservation superfund projects, New York City remedial projects, and U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) superfund projects in New York. In addition, he has been involved with demolition planning/construction oversight, federal and state permit applications, New Jersey Industrial Property (ISRA/ECRA) submissions and National Environmental Protection Act (NEPA) environmental assessment.

Key Projects

LSRP/Project Engineer, Former Industrial Research Facility, New Jersey.

Acted as LSRP of record for site where solvent impacted groundwater has migrated off-site. Evaluated existing investigation data, identified need and type of further groundwater delineation required and assisted in development of work plan to complete delineation. Prepared LSRP documents to obtain 2-year extension for RI report, change to annual remedial fee, estimate costs to completion and oversight of multiple rounds of groundwater sampling and review of associated reports. Ultimate remedial goal is natural attenuation with groundwater monitoring.

Project Manager, Residential Home Demolition for NJDEP Blue Acres Program, New Jersey.

Under a task order design contract through NJ Department of Treasury, DPMC, and their client NJDEP, Mr. Boyadjian managed multiple assignments, which are reimbursed by Federal Emergency Management Agency (FEMA) and/or U.S. Department of Housing and Urban Development (HUD), and performed on a fast-track basis. Project tasks included site inspections, assessment/sample collection for possible asbestos containing material, preparation of design plans and specifications, demolition cost estimating and construction administration.

LSRP, Radio Tower Site, New Jersey. As LSRP Mr. Boyadjian is evaluating the finding of unknown source gasoline and solvent impacts to site groundwater. His duties have involved oversight of preliminary site assessment and receptor evaluation including ecological assessment. He developed a site investigation (SI) plan to evaluate possible contaminant source locations in soil via soil borings and groundwater via additional well installations/sampling and analysis. A SI report of findings is currently being prepared along with recommendations for future investigation or closure activities.

Project Manager/LSRP, Former Plating Facility, NJDEP Remedial Design Contract, New Jersey.

Working with NJDEP, Mr. Boyadjian is managing the preliminary design investigation for a closed plating facility. Contaminants of concern include both metals and chlorinated solvents. Following the review and evaluation of various past site investigations, an investigation work plan was developed to fill in data gaps and allow for preparation of a remedial design. Since impacts are identified both on-site and at off-site



Dana Boyadjian, PE, LSRP, PMP

Environmental Project Manager

residential properties, two separate field investigations, one including Membrane Interface Probe testing at the on-site property, were completed. Data evaluation and remedial options development are complete with compliance averaging defining a no remedial action for off-site properties. RAOs were prepared for the off-site properties. Data evaluation and remedial options development are on-going. In addition a deed notice will be established for the on-site property since capping and source removal are anticipated remedial options.

Project Manager/Beach Restoration, NJDEP Remedial Design Contract, New Jersey. Working with Blue Acres, Land Use and Site Remediation divisions of NJDEP, Mr. Boyadjian was project manager for a beach restoration project in Lawrence Township, Cumberland County. The demolition of summer and permanent residences damaged by Superstorm Sandy and located along the banks of the Delaware River was completed. If funded, CDM Smith will design beach stabilization and restoration plans. The work will include required permitting such that the site will be habitable for horseshoe crabs and red knot bird migration.

Site Inspector, FEMA Region 2 Hurricane Maria Response, Puerto Rico. Trained and worked as site inspector for municipality grant applications. Performed site inspections and developed electronic files for FEMA's Grant Manager system.

Project Manager, FEMA Region II Hazard Mitigation Program, New York/New Jersey. Project Manager for technical assistance and technical reviews for proposed hazard mitigation projects in New York and NJ. Two-year contract ended in 2018. New similar contract for just NY started October 2019. This work involves both engineering and environmental reviews and working closely with FEMA's regional staff. Benefit Cost Analysis and both feasibility and effectiveness review of the project along with environmental assessments are conducted as required by FEMA. Project tracking and dashboard programs develop for the region under this contract.

Senior Environmental Engineer, Superstorm Sandy Environmental Review Support Contract, New Jersey. Mr. Boyadjian performed property inspections under the Superstorm Sandy Environmental Review Support contract. His responsibilities include the evaluation of general property conditions, possible environmental conditions on-site or within the surrounding area and providing documentation of same.

Project Manager, Army Total Environment Program Support Cost Plus Fixed Fee Contract. At the Volunteer Army Ammunition Plant, Chattanooga, Tennessee site Mr. Boyadjian served as project manager for projects that have included RI/FS and unexploded ordnance survey and removal activities, work included soil and groundwater investigations, ecological and human health risk assessments, dye trace studies and soil screening techniques for explosives, RI report preparation and evaluation of remedial alternatives at numerous AOCs culminating in preparation of a FS report.

Project Manager for subcontractor services on the Wayne Interim Storage Site (WISS) FUSRAP Project was conducted for USACE. Role on this radiologically contaminated site was to design, purchase and assist with the construction of a surface and groundwater treatment system on an emergency response basis. IT has also prepared and implemented extensive hydrogeological investigations/evaluations including pump tests and modeling to evaluate soil excavation limits under artesian aquifer conditions. In addition, performed building asbestos and lead analyses/removal plans and assisted in the exterior building demolition planning.

Project Manager, Site Investigation (SI) Study for a U.S. Navy Facility, Ewing, New Jersey. Mr. Boyadjian served as project manager for an SI study that was performed to evaluate the extent of site soil and aquifer contamination by oils and chlorinated solvents. This lump sum project included preparation of a detailed work plan for nine areas of concern. Field work included the installation of numerous soil borings and monitoring wells along with a geophysical study. Project review was provided by NJDEP and EPA Region II. A final report of site activities was prepared and submitted to NJDEP which lead to a follow up assignment to conduct an RI/FS at the site.

Program Manager from 1989 to 1993 for a general environmental services contract for the NAVFAC NORTHDIV. Projects included site audits, air permitting, NPDES sampling and analysis, tank containment design, UST investigation, DPCC plan, environmental audits, and RCRA closure at sites in PA, NJ and NY. Responsible for coordination with Navy contracting and technical personnel, cost negotiation, IT personnel tasking, and ensuring that the final product meets the Navy's needs. In addition, also assumed Project Manager duties for the NPDES sampling program, RCRA closure and the UST investigation.

Dana Boyadjian, PE, LSRP, PMP

Environmental Project Manager

Program Manager for two, 2 year, term contracts with the U.S. Navy, NAVFAC, CHESDIV. The first contract entailed various petroleum UST testing and evaluation programs for six Naval facilities. The second contract involved preparation of Spill Contingency and/or Spill Prevention plans for oil and hazardous materials at six Navy facilities. Under both contracts assumed Project Manager role for initial assignments. Following the first task orders, role changed to overall contract management including assigning personnel, invoicing and peer review of all reports.

Project Manager, RI/FS Study of an Abandoned Solvent Storage and Processing Facility, Long Island, New York. Mr. Boyadjian served as project manager for this US EPA Region 2 funded superfund site investigation that encompassed soil, groundwater, air and a major adjacent water body. A focused feasibility study for a second operable unit (buried drums) was also prepared on a rush basis. The project was performed for EPA Region II as a cost-plus award fee subcontract.

Program Manager for two consecutive, 3 year term contracts with Brookhaven National Laboratory to provide general environmental services. Projects have included hydrogeological studies, evaluation and treatment of cesium-contaminated water, UST investigation, waste minimization for photographic waste, remedial investigations, and site-wide historical review. Duties included cost negotiation, personnel assignments, peer review and invoicing. Also, assigned role of Project Manager for tasks that were appropriate (i.e., Historical Site Review, PA/SI, Field Oversight).

Project Manager/LSRP, Various Environmental Insurance Projects, New Jersey. Mr. Boyadjian served as senior project manager for major insurance companies related to their New Jersey residential or commercial policy holder properties contaminated with fuel oil or gasoline. Work activities included close client interaction along with management of site soil and ground water investigations, remedial investigation reporting/work plan preparation, contractor bid evaluations/selection, self-perform or oversight of site remediation and remedial action report preparation or review for quality assurance. Several of these projects were performed under the NJDEP LSRP program. Mr. Boyadjian's duties also included supervising, training and mentoring engineering staff in the evaluation and design of remedial plans/systems and their field implementation. This work also included evaluation/quality assurance of the project specific remedial investigation (RI) or remedial assessment (RA) report and remedial work plan to ensure compliance with the Technical Requirements for Site Remediation and the New Jersey soil remediation and groundwater quality standards. Evaluation/design of in-situ remediation as an alternative to excavation and "pump and treat" has been a significant focus of the work effort.

Project Manager, New Jersey Brownfield to Residential Site Remediation. Mr. Boyadjian's project manager duties included NJDEP regulatory submittals, resource management, billing and schedule preparation and local and state agency interaction. This site, once the home of a vending machine manufacturer, is now partially occupied by new residential homes. The site is contaminated with chlorinated solvent materials in both soil and groundwater. The project involved three distinct tasks (two lump sum/unit price and one T&M): excavation of approximately 3000 cubic yards of soil (max depth 14 feet), which was stockpiled and disposed either off-site or reused on-site; construction and O&M of a soil vapor extraction (SVE) and 70 gpm groundwater recovery system and treatment plant to handle both contaminated waste streams; and quarterly groundwater sampling of approximately 25 wells and preparation/submittal of groundwater reports to NJDEP. A biennial CEA certification was also prepared under an expedited schedule to meet a regulatory deadline. The fixed price construction phase of the project was completed summer 2007 under budget and with a 75 percent increase to as bid margin.

Project Manager, Various Brownfield Sites, New Jersey. Mr. Boyadjian's duties included project manager for a brownfield site in Hoboken, New Jersey. Issues involved significant chlorinated solvent contamination in soil and groundwater. The scope of work included preparation of the RI report and conceptual remedial plan including negotiations with NJDEP to approve a partial excavation/groundwater capture plan along with site capping. Additional brownfield site closure and reuse plans were prepared for a closed landfill to condominium conversion project in Elizabeth, New Jersey and closed landfill to warehouse project in Jersey City, New Jersey.

Project Manager, Remedial Construction Services at the New York City Transit Coney Island Maintenance Yard, New York. Mr. Boyadjian managed lump sum and unit price scope of work including work plan preparation, underground tank removal, installation of a jet grout barrier wall, well abandonment and installation, biosolve injection and groundwater recovery. Additional tasks completed were temporary water line relocation, railroad track removal and replacement, soil excavation and transport/off-site disposal, backfill and compaction, asphalt paving and concrete ramp demolition and rebuild. PM responsibilities included site activities, client and union relations, budget management and invoicing and project schedule.

Dana Boyadjian, PE, LSRP, PMP

Environmental Project Manager

Program/Project Manager, New York State Superfund Standby Contract. This cost-plus task order contract was for projects ranging from preliminary assessment/site investigation (PA/SI) to remedial investigation/feasibility study (RI/FS) to design and construction oversight. Over 25 assignments were received including design of deep (45 foot) excavation of chromium contaminated soil, bedrock vapor extraction for TCE, landfill investigation for chemical agent material (mustard gas) and completion of various soil and groundwater site assessments.

Project Manager, Oil Terminal Cleanup, Newark, New Jersey. Mr. Boyadjian was project manager for property transfer remedial investigations and cleanup plans that were prepared for this oil terminal in Newark, New Jersey. Selected remedial methodology was landfarming (in-situ bioremediation) for which bid specifications were prepared and oversight of cleanup contractor and post-cleanup reporting to NJDEP was performed.

Project Manager for ISRA investigation of former Avon chemical manufacturing facility This time and materials project focused on PCB contamination to building interiors and site soils related to leaking hot oil heater system. Concrete core and wipe sampling along with air samples were obtained and utilized to obtain approval for an encapsulation remedial technology which would save the client \$2M.

Project Manager for operation and maintenance (O&M) of a groundwater treatment plant owned by Textron, Boonton, New Jersey. Treatment plant flow averages 20 to 25 gpm with primary contaminant of concern being TCE. The treatment system is made up of an influent tank, bag and sand filters and granular activated carbon filters. Mr. Boyadjian's management duties included oversight of monthly O&M including flow monitoring, influent and effluent sampling and analysis, recovery well and treatment system maintenance and response to remote plant alarm messages. Monthly verbal and written reports of plant operation were provided to the client and semi-annual site groundwater reports were also prepared and submitted to NJDEP.

Michael P. Keane

Civil Designer



Education

Associates of Science, Brookdale Community College (May 2015)

Rutgers University, NJ - Bachelor of Science in Civil Engineering (May 2019)

Professional Registrations / Affiliations

Engineer in Training in New Jersey

Skills

AutoCAD Civil, Civil 3D, ArcMap(ArcGIS), MS-Office

Areas of Expertise Roads, grading, utilities, estimating, GIS mapping.

Summary of Qualifications

Mr. Keane is a Civil Designer specializing in roadway design, grading, utility layouts, and private site design. Mr. Keane is versed in both public and private sector civil design projects.

Key Projects

Citywide Wayfinding Project, City of Asbury Park, NJ.

Lead designer for the project which involved the installation of unique wayfinding signage through the entire City including gateways, directionals, kiosks, and parking blades. Prepared plans and specifications based on locations of all proposed signage and assisted with creating a true brand for the City of Asbury Park along with any General Notes and details. This brand was incorporated into the various new signage with key design elements from the community branding report. During the construction phase, I offered multiple rounds of shop drawing reviews to ensure all signage destinations and verbiage was correct for each individual location, along with part time inspection services including daily reporting and tracking of quantities.

Demolition of Various Structures under the CDBG and NRRP Program Phase I & Phase II, City of Trenton, NJ.

Lead designer for the project. Prepared plans and specifications which included elements of environmental abatement, demolition of abandoned and unsafe structures, demolition of accessory structures, and backfill/site grading/final restoration. Completed lead inspection duties including site visits, reporting, and tracking of quantities.

Hudson Street Water Main Replacement, City of Hoboken, NJ.

Lead designer for the project. Assisted with design of plans and specifications which included elements of upgrading over 2,400 LF of the existing water main with a new 6" Ductile Iron Pipe, installing over 130 new water services, replacement of six (6) fire hydrants, and associated concrete and pavement restoration. Prepared horizontal layout of the new pipe along with vertical profiles, general notes, and details.

Milling and Paving of Various Streets, City of Hoboken, NJ.

Lead designer for the project. Assisted design of plans and specifications which included elements of mill/overlay, ADA ramp upgrades, striping upgrades, and new drainage. Prepared horizontal layout of proposed improvements and assisted with vertical design of new drainage. Also assumed lead inspection duties for the project during construction which included daily full-time inspection, reporting, and of tracking quantities.

2018 NJDOT Municipal Aid Project, City of Hoboken, NJ.

Assisted with design of project plans and specifications which included elements of mill/overlay, ADA ramp upgrades, a decorative raised intersection, striping upgrades, and new drainage. Prepared horizontal layout of striping plans along with corresponding details.

2019 Capital Road Improvements, Hillside Ave., Borough of Chatham, NJ.

Civil designer responsible for preparing design plans and specifications for milling and pavement overlay and replacement of curbs and sidewalk to conform to ADA Standards for various roads.

Michael P. Keane

Civil Designer

Hudson River Waterfront Walkway, State of Good Repair-Bid Package 1 and 2, City of Hoboken, NJ. Conceptual and final design for state of good repair upgrades to Hoboken's multimodal waterfront walkway. The project extents are from Newark Street to 4th

Street and Pier A. The project includes repairs to pavers, railing, lighting, landscaping and new trees where non-viable trees exist. The project includes SCS and NJDEP permitting.

English Plaza & White Street Streetscape, Red Bank RiverCenter and Borough of Red Bank. The project focuses on transforming a streetscape and downtown parking plaza with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project is in the Special Improvement District of the downtown. Designed construction plans.

Water Infrastructure Upgrades, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. The City hired ENGenuity to design the upgrades for eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design. Designed complete street redesign plans, traffic control plans, and signage and striping plans.

Court Street Historic Rehabilitation, City of Hoboken. Conceptual Design, Final Design, and Construction Management for the cobblestone street adjacent to and partially within the Central Business District Historic District. Involved in concept layouts.

Capital Improvement Plan Estimates and Mapping, City of Hoboken. ENGenuity was hired by the City to develop construction cost estimates for inclusion in the Capital Improvement Plan. The City has developed a list of projects in the various phases of planning, design, and construction to be estimated and mapped. Developed project estimates and GIS mapping.

Castle Point Terrace Historic Rehabilitation, City of Hoboken. Design of a historic yellow brick street adjacent to and partially within the Castle Point Historic District. The road dates from the early 1900s and is in poor condition with uneven settlement of the brick surface layer. The redesign includes reestablishing the historic yellow brick, so the design must develop an appropriate method for stabilizing the roadway base and then resetting the original historic brick.

Washington Street Construction Phase, City of Hoboken. The project construction costs are approximately \$17M. The construction oversight commenced in December 2016 and will be completed in Spring of 2019. ENGenuity is a sub-consultant on the team providing Construction Phase services during this 22-month construction project. Responsible for construction updates and mapping.

Michael P. Keane

Civil Designer

Madison, 9th, and 11th Road Reprofilng, City of Hoboken. Reprofilng of streets raising the streets and sidewalks over 1.5 feet to address combined sewer flooding. Design included reprofiling, complete street upgrades, lighting, landscaping, public meetings, coordination with water main design and sewer design teams.

160 Shrewsbury Avenue, Red Bank, NJ. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for a three-story mixed used building with four apartments over commercial in Red Bank, NJ. Prepared plans and permits.

Office Plaza, 1228 NJSH Route 9, Howell Township. Prepared site civil design plans, SCS Permits, and exhibits for an office plaza and parking area in Howell, NJ.

Mixed Residential Development at Shrewsbury Ave and Drs James Parker Blvd., Red Bank, NJ. Site civil, SCS permitting, submittal of plans to Monmouth County, planning, drainage, and landscape design for this mixed residential development and parking garage located in an Opportunity Zone.

NJ DOE State Project #: 0510-050-18-1000: Branchburg Bus Maintenance Facility, Branchburg Board of Education. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a new bus maintenance facility for the Board of Ed. Project included detention basin and pump station, and bus parking. Designed construction plans and specifications.

Manasquan Apartments, 33 Union Avenue, Manasquan, NJ. Site civil engineering services for demolishing of the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of fourteen apartments on the second and third floors. Designed site plans, including parking lot, lighting, drainage, utility connections, an SCS Permit, a NJDOT Minor Access Permit, a Letter of Interpretation (LOI) and a Flood Hazard Verification.

Sea Bright Master Plan - Housing Element & Fair Share Plan, Sea Bright, NJ. Prepared vacant land inventory, calculations, and GIS mapping for Borough of Sea Bright Housing Element and Fair Share Plan.

Minor Access Permit Application, 314 NJSH Route 34, B 11232, Old Bridge, NJ. Prepared plans and application for a Minor Access Permit for project on a state highway in Old Bridge Township, NJ

Prasanna A. Sabale

Civil Designer II



Education

University of Massachusetts Lowell
(Lowell, MA) – Master of Science in
Transportation Engineering

Vidya Pratishthan's College of
Engineering (Pune, India) - Bachelor
of Engineering in Civil Engineering

Certifications

MUTCD: Work zone Traffic control
by OSHA safety; FEMA: IS-547, IS-
800, IS-80101

Skills

Stad-Pro, AutoCAD Civil, Civil 3D,
ArcMap(ArcGIS), VISSIM,
Vistro, Synchro, MS-Office

Areas of Expertise Transportation
Engineering: Highway Capacity
Manual Methods, Signal Design,
Traffic Signal Control.

GIS: Mapping GIS Data, Geocoding,
Geo Processing, Project Economic
Analysis, Gantt Pert CPM Analysis.
Engineering Project Management:
Engineering Project Costing, Risk
Assessment, Supply Chain
Management, Engineering Project
Justification.

Summary of Qualifications

Mr. Sabale is a Civil Designer II with advanced degrees in Civil Engineering and Transportation Engineering. He has trained extensively in Traffic Engineering, Transportation Network Analysis, Traffic Management and Control, Transportation Security and Systems, Advanced Highway Geometric Design, Traffic Flow Theory, Pavement Design, GIS Application in Civil and Environmental Engineering, and Engineering Project Management.

Key Projects

Lead Service Replacement Program, Newark, NJ. Performed site civil inspection for lead pipe replacement for City of Newark. Project goal was to replace lead pipe for 18, 720 houses in Newark. Tracked quantities day to day and prepared daily reports on e-Builder (software). Check all connection at watermain and at water meter, and provide clean, safe and reliable drinking water to all residents.

CDBG & NRRP Program & Other Funded Work Demolition Consultant, Trenton, NJ Prepared site plans and specifications for the demolition of various houses in Trenton.

Court Street Historic Rehabilitation, City of Hoboken. Design of 3/4-mile cobblestone street the Central Business District Historic District. Design included coordination and cross sections for over 240 properties with access considerations in this dense urban center.

Castle Point Terrace Historic Rehabilitation, City of Hoboken. Design of a historic yellow brick street adjacent to and partially within the Castle Point Historic District. The road dates from the early 1900s and is in poor condition with uneven settlement of the brick surface layer. The redesign includes reestablishing the historic yellow brick, so the design must develop an appropriate method for stabilizing the roadway base and then resetting the original historic brick.

Hoboken South Waterfront Bikeway and Walkway Project, City of Hoboken. The project includes state of good repair upgrades to the Hoboken waterfront walkway the overlooks the Manhattan skyline. Project includes, bikeways, railing, pavers, trees, lighting and landscaping design.

Traffic Review Services for Western Edge Redevelopment Project Traffic review and transportation review services for redevelopment site in Northwest Hoboken. Project reprofiles several streets abutting Northwest Park.

Capital Improvement Plan Estimates and Mapping, City of Hoboken. ENGenuity was hired by the City to develop construction cost estimates for inclusion in the Capital Improvement Plan. The City has developed a list of projects in the various phases of planning, design, and construction to be estimated and mapped. The project included estimates and GIS mapping. Created estimates and map using ArcGIS, showing all capital investment projects of Hoboken city.

Prasanna A. Sabale

Civil Designer II

Hoboken Water Infrastructure Upgrades, Phase I, and CA&I, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. Designed upgrades for eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design.

Madison, 9th, and 11th Road Reprofiting, City of Hoboken. Reprofiting of streets raising the streets and sidewalks over 1.5 feet to address combined sewer flooding. Design included reprofiting, complete street upgrades, lighting, landscaping, public meetings, coordination with water main design and sewer design teams.

1194 Route 9, Howell NJ Prepared septic drainage system design site plan. Also, prepared NJPDES permit and TWA permit for project.

Mixed Residential Development at Shrewsbury Ave and Drs James Parker Blvd., Red Bank, NJ. Site civil, SCS permitting, submittal of plans to Monmouth County, planning, drainage, and landscape design for this mixed residential development and parking garage located in an Opportunity Zone.

Union Avenue 33, LLC, Manasquan, NJ. Site civil design, NJDEP permitting, NJDOT minor access Permitting, SCS Permitting, and exhibits for a three-story residential building with twenty-three apartments in Manasquan, NJ. Worked as project Civil engineer. Designed parking area and landscape area for the project. Also, designed drainage system for the project.

Broad Street 34, LLC, Manasquan, NJ. Site civil design, SCS Permitting, and exhibits for a three-story affordable residential building with twenty-two apartments in Manasquan, NJ. Worked as project Civil engineer. Designed parking area and landscape area for the project. Also, designed drainage system for the project.

Mountain View Villas at Sea Bright LLC, Sea Bright, NJ. Site civil design, SCS Permitting, Tide land application, and exhibits for a sub-division plan for four lots, 2.5 story single family residential houses in Sea Bright, NJ. Worked as project Civil engineer. Designed wing shaped road parking area and landscape area for the project.

Ocean County College Security Building Addition, Toms River, NJ Site civil design of 2,500 SF addition to building. Designed new walkway, driveway, fencing and signage associated with proposed renovations.

Branchburg Township BoE Proposed Access Drive & Parking Lot, 580 Old York Road, Branchburg, NJ. Site Civil Designs of a new bus maintenance facility for the Board of Education. The project included the design of a detention basin and pump station, along with parking area design for buses. The project consisted of the development of three (3) bay garages for bus repairs that had access to the existing driveway for York School. It also included SCS permitting and a drainage report.

Calibration of Speed-Density Model, Boston, MA. Generated Speed-Density model for I-93 for any high-volume special event using data from MassDOT to determine ideal traffic pattern and condition at the time of special event, allowing traffic authorities to plan precautions or arrangements to reduce traffic congestion.

Estimation of Business Sites for Dunkin Donuts, Pacific NW Region. Estimated desired business site locations in Oregon, Washington, Idaho, Montana, North Dakota, and Minnesota for major food service chain using data from Dunkin Donuts and each individual state to generate ideal site selection satisfying all client criteria.

Roundabout Design for Intersection, Sterling, MA. Designed roundabout using NCHRP 672, AASHTO (green book, pedestrian, and bike guide), HCM and MassDOT guidelines. Intersection required conversion into roundabout and added splitter islands to reduce crashes and congestion, and improve bike and pedestrian safety.

3 Story Residential Building Construction, Pandharpur, India. Examined all architectural drawings; perform inspection and quality control as per specifications of drawings. Oversaw operations of project from start of excavation to its 2nd floor completion within 5-month span. Maintained materials inventory. Solved on site labor, materials, and operational issues; completed daily site progress reports.

Justin Parker, EIT

Civil Designer I



Summary of Qualifications

Mr. Parker is a Civil Designer specializing in site layout, roadway design, construction inspection, grading, utility layouts, and private site design. Mr. Parker is versed in both public and private sector civil design projects.

Key Projects

English Plaza & White Street Streetscape, Red Bank RiverCenter and Borough of Red Bank. Daily field inspection for streetscape and downtown parking plaza with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project is in the Special Improvement District of the downtown.

Water Infrastructure Upgrades, Phase I, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. The City hired ENGenuity to design the upgrades for eight (8) areas totaling 7,035 LF with curb-to-curb resurfacing and complete street design. Assisted with design of complete street redesign plans, traffic control plans, and signage and striping plans.

2018 NJ DOT Municipal Aid Project, City of Hoboken. Assisted with roadway design, striping plans, and details. Handled inspection services for full duration of project. Handled tracking of quantities, all coordination with Contractor, and inspection logs.

Education

Rutgers University, NJ -
Bachelor of Science in Civil
Engineering (2020)

Certifications

NJ Engineer in Training - License
#04324

Skills

AutoCAD Civil, Civil 3D,
ArcMap (ArcGIS), MS-
Office

Areas of Expertise

Site Layout, Roads,
grading, utilities,
estimating, GIS mapping,
public outreach,
construction inspection.

Milling & Paving of Various Streets, City of Hoboken. Assisted with roadway design, striping plans, and details. Assisted in inspection services.

Hoboken South Waterfront Bikeway and Walkway Project. The project includes state of good repair upgrades to the Hoboken waterfront walkway the overlooks the Manhattan skyline. Assisted with design and construction management of walkways, railing, pavers, trees, lighting and landscaping design.

Traffic Review Services for Western Edge Redevelopment Project. Traffic review and transportation review services for redevelopment site in Northwest Hoboken. Project reprofiles several streets abutting Northwest Park.

Office Plaza, 1228 NJSH Route 9, Howell Township. Prepared site civil design plans, SCS Permits, and exhibits for an office plaza and parking area in Howell, NJ.

Manasquan Apartments, 33 Union Avenue & 33-44 Broad Street, Manasquan, NJ. Site civil engineering services for demolishing of the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of fourteen apartments on the second and third floors. Designed site plans, including parking lot, lighting, drainage, utility connections, an SCS Permit, a NJDOT Minor Access Permit, a Letter of Interpretation (LOI) and a Flood Hazard Verification.

Mountain View Villas, Sea Bright, Monmouth County, NJ. Site civil design, SCS Permitting, Tideland application, and exhibits for a subdivision plan including four lots with 2.5 story single-family homes in Sea Bright, NJ.

Asbury Park Citywide Branding and Wayfinding, Asbury Park, NJ. Site civil engineering services for the design, planning, permitting, and construction management for proposed wayfinding signage throughout the entire city. The project involves the installation of unique signs including gateways, kiosks, parking, and directionals.

Branchburg Township BoE Proposed Access Drive & Parking Lot, 580 Old York Road, Branchburg, NJ. Assisted with Site Civil Designs of a new bus maintenance facility for the Board of Education. The project included the design of a detention basin and pump station, along with parking area design for buses. The project consisted of the development of three (3) bay garages for bus repairs that had access to the existing driveway for York School. It also included SCS permitting and a drainage report.

Hunterdon County Votech, Flemington, NJ. Assisted with schematic plans for a new building design for a 35,000 SF Votech building on the North Hunterdon Voorhees Campus. Included a schematic design and cost estimate for the school to apply for the CTE Program Expansion grants. Performed a quantity take-off estimate for the site civil aspects, and will provide a listing of required permits and expected permit fees.

37 E. Washington Avenue, Borough of Atlantic Highlands, NJ. Preparation of Preliminary and Final Minor Site Plan in accordance with local ordinance and site plan checklist for submission to the Atlantic Highlands Land Use Board. Proposed site improvements include: Enlarged gravel parking area, granite block curbing, new curb cut, Landscaping planting bed, and 1-car detached garage.

Woodbridge Fire Dept. 109-111 Green Street, Woodbridge, NJ. Site civil design for a one-story utility garage with an approximate size of 1,000-1,200 SF. Reconstructed parking area located behind the existing buildings to remain. New parking lot layout, with striping and connection to new on-story garage. Removal of the existing inground pool.

Mark Esposito

Civil Designer I



Summary of Qualifications

Mr. Esposito is a Civil Designer specializing in site layout, roadway design, construction inspection, grading, utility layouts, and private site design.

Key Projects

Trenton Water Works Lead Service Line Replacement, Phases 2A & 2C, Trenton, NJ. Trenton Water Works is committed to providing its residents with clean, safe, and reliable drinking water, to do this TWW has committed to replacing its own lead service lines, while also offering the residents of Trenton the option to replace their own service lines. Performed daily inspection of lead service line replacement work, in order to ensure that all work was being done in accordance with TWW guidelines, and local standards.

Lead Service Replacement Program, Phases III, 10, 10C, 10D, and 10D, Newark, NJ. The city of Newark has focused on providing clean, safe, and reliable drinking water to its residents, to do so, work was performed to check, record, and, when necessary, replace lead service lines leading from the city's water main, to its residents' homes. Contributions to this project included daily inspection of lead service line replacement work to ensure work was being done in accordance with all guidelines and standards, as well as inspecting contractors' restorations of residents' sidewalks, lawns, and the cities roadways.

Water Infrastructure Upgrades, Phase II, City of Hoboken. The City of Hoboken owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. The City hired ENGenuity to design the upgrades for eight (8) areas totaling 7,035 LF with curb-to-curb resurfacing and complete street design. Assisted with cost estimation of water main upgrades and corresponding soil profile.

Milling & Paving of Various Streets, City of Hoboken. The City of Hoboken is attempting to restore its historic roadways which feature distinct aspects which make the area unique and significant. The city hired ENGenuity to help them to construct efficient roadways, while also maintain their historical significance. Assisted with material search for historically accurate yellow bricks and cobblestone setts for Castle Point Terr, and Court St, respectively, as well as designing a proposed subgrade profile necessary to support the restored historic roadway.

403 Duty's Lane, Burlington, NJ. ENGenuity worked with Infewsion to help design a solar photovoltaic carport system, which combines a solar panel structure with a carport to create an efficient and aesthetically pleasing design. Assisted with AutoCAD plan review, and plan preparation for client review.

Education

The College of New Jersey,
NJ - Bachelor of Science in
Civil Engineering (2021)

Skills

AutoCAD Civil, Civil 3D,
MicroStation, Synchro 10,
MS-Office

Areas of Expertise

Site Layout, Roads,
grading, utilities,
estimating, GIS mapping,
public outreach,
construction inspection.

William C. McConnell III, PE, BCEE

Process Engineering

Mr. McConnell is a senior environmental engineer with more than 30 years of experience in the planning, design, operation, and construction of wastewater and water treatment facilities. He specializes in wastewater treatment process design and operations for biological nutrient removal, and he is focused on helping facilities to achieve cost-effective BNR by optimizing the use and efficiency of existing assets. Mr. McConnell also tracks technology advancements in the field and balances the implementation of innovative approaches with the need for reliability and conservatism. He has contributed to many related publications and served as the Task Force Chair and contributing author for the Water Environment Federation's Manual of Practice No. 37 *Operation of Nutrient Removal Facilities*. Mr. McConnell has held several technical leadership positions in CDM Smith and is currently the firm's Water Reclamation North Discipline Leader.

Project Technical Leader and Wastewater Process Engineer – Comprehensive Wastewater Management Plan, City of New Bedford, Massachusetts. Mr. McConnell is serving two roles in the ongoing development of a Comprehensive Wastewater Management Plan (CWMP) for the City of New Bedford. As the project technical leader, he has overall responsibility for the technical approaches and development of the CWMP. He is also the lead process engineer and is responsible for evaluating treatment alternatives to enable the City's treatment plant to successfully meet its discharge permit for the 20+ year planning horizon. The plant will be required to achieve nitrogen removal in the future, and a key aspect of the evaluation is to determine ways to optimize operation of the treatment systems to achieve nitrogen removal at minimal capital cost.

Project Engineer, Fine Bubble Diffusion System, Ocean County Utilities Authority (OCUA), Bayville, New Jersey. For the OCUA, Mr. McConnell designed a fine-bubble diffusion system. He evaluated the plant's operating data to calculate existing and future loading to the plant, and the upgraded fine-bubble aeration system was subsequently designed to meet these levels. He also developed a construction cost estimate and prepared the contract documents.

Project Engineer, Ozone Treatment Pilot Study, Middlesex County Utilities Authority (MCUA), New Jersey. Mr. McConnell determined the effectiveness of ozone disinfection on plant effluent. He performed field sampling and testing, analyzed data, prepared reports, and provided conceptual design of a full-scale facility.

Project Engineer, Sludge Handling Facilities Upgrades, Passaic Valley Sewerage Commission (PVSC), Newark, New Jersey. Mr. McConnell reviewed and processed shop drawings during the construction of the PVSC's 300-mgd interim sludge handling facilities. He also developed and implemented an O&M training program for PVSC personnel.

Project Technical Leader (PTL), Contract No. 2, Design of Solids Processing Improvements, City of Fall River, Massachusetts. Mr. McConnell is the PTL for the ongoing design of solids-processing improvements at the Fall River Wastewater Treatment Facility (WWTF). Improvements include an upgrade of the WWTF's gravity thickeners and sludge storage tanks, and new gravity-belt thickeners, belt filter presses, truck loading



Education

BS - Civil Engineering, Brock University, 1990

Registration

Professional Engineer: Pennsylvania (1995), Rhode Island, Massachusetts, Virginia, and Connecticut

Honors/Awards

Board Certified Environmental Engineer (BCEE), American Academy of Environmental Engineers and Scientists, 2003

Professional Activities

Member, Water Environment Federation

facilities, odor control and an expansion of administrative spaces. Mr. McConnell developed solids loading design criteria at the onset of the project and as PTL, is overseeing the technical completion and delivery of the final design drawings and specifications.

Project Technical Leader, Clarifier and Flow Splitter Design, Bucklin Point WWTF, East Providence, Rhode Island. Mr. McConnell is the PTL for the ongoing design of secondary clarifier and return activated sludge (RAS) pumping systems improvements at the Narragansett Bay Commission's Bucklin Point WWTF. The improvements are required to provide continued reliable process operation during sustained periods of peak flow resulting from a planned upstream CSO storage tunnel. The improvements include two new 110-foot diameter clarifiers and an approximately 15-MGD RAS pump station. Mr. McConnell developed the initial process design criteria, and as PTL, is overseeing the technical completion and delivery of the final design drawings and specifications.

Lead Practitioner, Ultraviolet (UV) Disinfection Project, Rome, New York. Mr. McConnell served as the lead practitioner and a technical reviewer for a peak 16-MGD UV disinfection upgrade design project for the City of Rome, NY. The low-pressure, high-output UV system incorporated into the project was selected based on a formal evaluated pre-selection process that compared available systems with regards to capital and long-term operations and maintenance costs. The design of this project was completed in January 2018 and the new system is operational.

Project Technical Leader, UV System Evaluation and Design, Bucklin Point WWTF, East Providence, Rhode Island. Mr. McConnell is the PTL for the study of alternatives and design of effluent ultraviolet (UV) disinfection improvements at the Narragansett Bay Commission's (NBC's) Bucklin Point WWTF. The improvements are required to replace the plant's outdated UV system, and improve process reliability and efficiency going forward. The new UV system will be rated for a peak flow of 46 MGD. Mr. McConnell is overseeing the technical completion and delivery of the final design drawings and specifications.

Lead Process Engineer, Aeration System Alternatives Evaluation, Dartmouth, Massachusetts. For the Town of Dartmouth, MA, Mr. McConnell led an alternatives evaluation study of aeration system upgrade alternatives for the Town's Water Pollution Control Facility (WPCF). The existing systems are inefficient and have inadequate capacity during high loading periods. Mr. McConnell was responsible for evaluating the WPCF's historic data, determining design criteria for system upgrade alternatives, and evaluating options for both the in-tank aeration system and blower upgrades. The improvements will enable the WPCF to achieve nitrogen removal within existing tankage.

Lead Process Engineer, WWTF BNR Improvements Design, Brockton, Massachusetts. Mr. McConnell led the study and design of improvements to the Brockton WWTF to enable the plant to comply with its modified, more stringent NPDES permit limit for total nitrogen (TN). The WWTF's biological process had recently been upgraded to achieve about 5.5 mg/L effluent TN, but the plant's new mass-based limit (equivalent to 3 mg/L at design flow) was unattainable. Mr. McConnell designed a modified bioreactor configuration, which was piloted full-scale in one of the plant's treatment trains. This configuration proved capable of meeting the plant's new, tighter TN limit, and Mr. McConnell then completed design of modifications to the WWTF's other six bioreactor trains. These BNR improvements are currently under construction.

Christine A. Ballard, PE

Technical Advisor



Ms. Ballard has been guiding New Jersey water and wastewater agencies with project planning, delivery and implementation for nearly 17 years. She has acted as the principal-in-charge and Engineer of Record (EOR) for a variety of projects and is known for her ability to guide utilities through challenging circumstances so that they may achieve their objectives within a desired timeframe. Ms. Ballard has extensive experience with the New Jersey Infrastructure Bank (iBank), regulatory compliance, water and wastewater planning, pumping systems, water treatment and distribution, force mains, wastewater treatment and sanitary gravity line rehabilitation. In her role as the EOR or water/sewer engineer, she was directly responsible for capital planning and implementation and is regarded in the industry for doing so in a fiscally responsible manner by bringing together operational efficiencies, grant opportunities and new revenue resources.

EPA Reduction of Lead via Drinking Water Grant, City of Newark, New Jersey. Ms. Ballard prepared and submitted a funding request for \$5.7 million to be applied towards items associated with reducing lead in drinking water within the City of Newark. Her tasks include preparing project narratives, budgets, staff resumes and all support documents for the US EPA.

2020 USDA Landscape Scale Restoration Forestry Grant, City of Newark, New Jersey. Ms. Ballard prepared and submitted a funding request for \$1.2 million to support several projects in City of Newark's watershed. Her tasks include preparing project narratives, budgets, letters of support and all backup documentation necessary for the application.

AWIA Compliance, City of Newark, New Jersey. Ms. Ballard assisted the City with achieving compliance under the American Water Infrastructure Act. She reviewed prior reports and assembled a checklist and documentation for filing and recordkeeping.

Water Audit and Wellfield Alternatives Analysis, Norwalk First Taxing District, CT. Ms. Ballard assisted the District in preparing updates to their water audit. Tasks included review of unaccounted for water, revenues and progress of recommendations from the prior audit. She is also participating in preparation of an alternatives analysis for the Kellogg-Deering Wellfield. The District must install treatment for both Manganese and PFAS and this evaluation includes preliminary engineering and cost estimates for alternative configurations of this new treatment facility.

Prior to CDM Smith

Water/Sewer Engineer, Interceptor Rehabilitation, Township of North Brunswick, New Jersey. Ms. Ballard prepared contract agreements and negotiated shared use of wastewater conveyance facilities with neighboring municipalities, including capital planning and cost sharing agreements for rehabilitation. Ms. Ballard oversaw the development of a multi-sensor inspection for over 7,000 linear feet (lf) of interceptor, sizes 24 inches to 72 inches, and prepared a phased improvement and replacement plan.

Education

M.S. - Engineering Management,
Stevens Institute of Technology, 2006
M.S.-Systems Engineering, Stevens
Institute of Technology, 2006
B.S. - Mechanical Engineering,
Clemson University, 2003

Registration

Professional Engineer: New Jersey
24GE04726700

Honors/Awards

2018 Recipient, New Jersey BIZ Best
Fifty Women in Business
2015 Recipient, ENR's New York
Region's Top 20 Under 40
2014 Recipient, New Jersey BIZ
Forty Under 40
2010 NJMSE Municipal Construction
Project of the Year, 1st Prize

Water/Sewer Engineer, Water Meter Replacement Project, Township of North Brunswick, New Jersey.

Ms. Ballard assisted the Township with development and deployment of a system-wide water meter replacement project including transition to a full advanced metering infrastructure (AMI) system including coordination with the finance and billing offices. She initiated the project because the Client had been trying to reduce their unaccounted-for water for nearly 15 years; however, metering and billing technologies were not in sync. This project included replacement of meters for approximately 12,000 customer accounts and installation of new meters at the water treatment facility as well as a supervisory control and data acquisition (SCADA) tie-ins for billing summaries. Ms. Ballard arranged for vendor presentations so that the Council could review meter alternatives and associated costs. The project included collaboration with a local public relations (PR) firm to assist with project branding and messaging to assist with replacement scheduling and rate changes that were proposed.

Project Manager, Interceptor Rehabilitation Project, Two Rivers Water Reclamation Authority, Various Locations, New Jersey.

Ms. Ballard assisted the Client in reviewing its multi-sensor inspection reports provided by RedZone robotics and generated a rehabilitation plan for interceptors throughout the system. Tasks included review of rehabilitation alternatives for each defect location, presentation of alternatives and costs to the Board, and design and permitting of the varied rehabilitation methods. The project included coordination with the New Jersey iBank and New Jersey Department of Environmental Protection (NJDEP) for funding and permitting. Project Manager and LSRP, Hoboken Rail Yard, Jersey City, NJ: Ms. Dolasa managed the remediation program for the Hoboken Yard and was the LSRP for the site. In addition, Ms. Dolasa provided environmental compliance and design review for the numerous Superstorm Sandy Recovery and Resilience Program projects at the site, including the substations and terminal repairs and upgrades, the Long Slip Fill and Rail Enhancement Project.

Authority Engineer, Inflow and Infiltration (I/I) CIP, Eatontown Sewerage Authority, Eatontown, New Jersey. Ms. Ballard developed a multi-year improvement program to address I/I in the Eatontown Authority's collection system. This program included review of

pumping and metering data, inspection of manholes and coordinating television inspection of sewers of various sizes. Tasks included highway occupancy permits and notification of residents where sewers were within easements. All improvements were organized by type and initiated in a five-phased CIP for pipelines from 8 to 16-inches. Ms. Ballard oversaw the design development, permit preparation and program management of repairs which included pipeline replacement, lining, manhole rehabilitation and sealing of other joints and defects.

Authority Engineer, Fort Monmouth Redevelopment Agency and Eatontown Sewerage Authority, Eatontown, New Jersey.

Ms. Ballard assisted the Authority and the Fort Monmouth Redevelopment Agency with capital planning for sewer rehabilitation and upgrades on a prior military installation as it transitions to private development projects. Ms. Ballard was the liaison between the Authority, Fort Monmouth, the Army and others as they scheduled and planned for decommissioning as well as providing necessary sewer service to new developments as they come online. Tasks included both water distribution system design, wastewater collection system layouts, and pump station planning. The projects were initiated by Fort Monmouth (FMERA) but done as a shared service with the Eatontown Sewerage Authority.

Authority Engineer, Old Orchard Pump Station Rehabilitation, Eatontown Sewerage Authority, Eatontown, New Jersey.

Ms. Ballard assisted the Authority with rehabilitation of the existing wet well and valve chamber at the Old Orchard Pump Station. Tasks included coordination with Attorneys for additional easement access and construction easements.

Project Manager, Lambertville DSIC water main replacement, SUEZ New Jersey, Lambertville, New Jersey.

Each year Ms. Ballard assisted SUEZ New Jersey with implementing water main improvement projects in their Lambertville, New Jersey system. Ms. Ballard coordinated between the City, the local gas provider, the local fire department and the SUEZ modeling team to develop water main replacement program within the funds available. Some projects included obtaining New Jersey DOT highway opening permits, D&R Canal permits or Hunterdon County Soil Conservation permits. Ms. Ballard oversaw the design, permitting and construction administration effort including preparation of final as-built drawings.

Howard S. Matteson, PE, BCEE, PMP

Task Manager/ Wastewater Treatment Facilities / Pumping Stations

Mr. Matteson is a project manager with 28 years of experience in engineering design, management and quality assurance / quality control (QA/QC). He has participated in projects covering such issues as comprehensive wastewater treatment plant upgrades, inflow and infiltration (I/I) studies of major interceptors, stormwater management and flood control, design of potable water storage tanks, project assessments, solid waste facility design and planning, air pollution permitting, Phase I environmental site assessments, and facility planning and management. Mr. Matteson serves as the firm's Authority Engineer for the Rahway Valley Sewerage Authority (RVSA) and Lambertville Municipal Utilities Authority (LMUA). He also assists multiple other Authorities with annual consulting services contracts such as the Florham Park Sewerage Utility, the Linden Roselle Sewerage Authority (LRSA), and the Somerset Raritan Valley Sewerage Authority (SRVSA).

Project Manager, Rahway Valley Sewerage Authority (RVSA), Rahway, New Jersey. Mr. Matteson currently serves as the Authority Engineer for the RVSA. In this capacity, he has attended Authority Board meetings, performed the annual inspection, and has assisted the Authority in evaluating multiple key issues such as potential acceptance of food waste, residuals generation, and capital planning. In his role as Authority Engineer, Mr. Matteson has also assisted the Authority with the Digester Gas Treatment and Chemical Feed Upgrades project, and the Digester Covers and Waste Gas Flares Replacement projects. These projects will help the Authority increase the amount of digester gas generated onsite and provide treatment for hydrogen sulfide, siloxanes, and moisture removal so the digester gas can be used to generate electricity by using cogeneration engines located onsite. These initial projects are critical early phase projects toward RVSA's goal to achieve "net-zero" energy usage at the facility.

Project Manager, Lambertville Municipal Utilities Authority, Lambertville, New Jersey. Mr. Matteson is currently serving as the Authority Engineer for the Lambertville Municipal Utilities Authority (LMUA). He has served in this role since 2008. In that role, he has performed the annual inspection, and has assisted the Authority in addressing issues related to the wastewater management plan, and capital planning and design for the refurbishment of the Swan Street Pumping Station. In his role as Authority Engineer, Mr. Matteson also oversaw the design, bidding, and construction of the Facility Improvements, for the LMUA. Project elements include automated sludge pumping for both primary and secondary clarifiers, replacement of rotating biological contactors (RBCs), new electrical service and controls, new sludge pumps and piping, and a new magnesium hydroxide storage and feed facility, chemical induction mixers, and utilization of the plant water system to both heat and cool the administration building by using a heat exchanger and a water-coupled heat pump. Tasks also involved the installation of a new biotrickling biofilter for odor control with an associated sludge holding tank aluminum cover.

Project Manager, Synchronization of the Cogeneration Engines and the Diesel Standby Generators, RVSA, Rahway, New Jersey. Mr. Matteson oversaw the development



Education

BS – Civil Engineering,
Northeastern University
1994

BA – History, Colgate
University, 1989

Registration

Professional Engineer:
New Jersey, 1999
New York, 2012

Certifications

Project Management
Professional (PMP),
Project Management
Institute, 2019

40-hour OSHA Health &
Safety Training

Health and Safety Office
Training

Confined-Space Entry

of plans and technical specifications for the project to Synchronization of the Cogeneration Engines and the Diesel Standby Generators. Once completed, this project will allow RVSA to transition from standby power to cogeneration power without interruption of power.

Project Manager, Franklin Township Sewerage Authority, New Jersey. Mr. Matteson is currently serving as the Project Manager for the Somerset Street Pumping Station design and construction. The new 300 gpm pumping station will serve the existing service areas currently discharging from the Somerset Street and Brookline Avenue aerial crossings. The project involved the construction of new gravity sewer, wet well, pumping station, and force main.

Project Manager, Wastewater Management Plan, Various Sewerage Authorities, New Jersey. For many sewerage authorities in New Jersey, Mr. Matteson oversaw the development of a comprehensive update to their Wastewater Management Plan. This involved the development of a geographic information system, integration of both municipal parcel data and billing data from the Authority, and a critical review of all billing accounts and vacant parcels in the Borough. Development of the WMP Update also involved analysis of all developable land within the Borough in compliance with Executive Order 109 standards.

Mr. Matteson has also been the project manager for Morris, Mercer, and Burlington counties. All were required to address new requirements of New Jersey Administrative Code regulations which mandated the preparation of Wastewater Management Plan (WMP) for the entire county. Following this, these counties were tasked with maintaining the compliance mechanism (e.g., the WMP), which may require amendments and updates to the municipal components of the WMPs to synchronize consistency determinations and changes in local zoning. Mr. Matteson has overseen the collection of data, delineation of sewer service areas, and nitrate dilution modeling. Both efforts also entailed the development of WMPs with individual chapters for each municipality in the county.

Project Manager, Somerset Raritan Valley Sewerage Authority, Bridgewater New Jersey. Mr. Matteson currently provides on-going assistance to the Authority related to the administration and enforcement of their Industrial Pretreatment Program (IPP). As part of these services, Mr. Matteson performs review of proposed discharges from prospective permittees, review of laboratory data for compliance with SRVSA's existing Rules and Regulations, and coordination with SRVSA staff regarding implementation of procedures. Mr. Matteson also coordinates review of proposed discharges to assess impacts on the existing wastewater treatment processes.

Project Manager, Wastewater Treatment Plant and Pump Station Facility Improvements, Lambertville Municipal Utilities Authority (LMUA), Lambertville, New Jersey. Mr. Matteson provided oversight for Facility Improvements for the LMUA. Project elements include automated sludge pumping for both primary and secondary clarifiers, replacement of rotating biological contactors (RBCs), new electrical service and controls, new sludge pumps and piping, and a new magnesium hydroxide storage and feed facility, chemical induction mixers, and utilization of the plant water system to both heat and cool the administration building using a heat exchanger and a water-coupled heat pump. The project also involved the installation of bypass piping at the Swan Street Pumping Station to facilitate the connection of LMUA's trailer mounted bypass pump to the station's primary force main.

Brian E. Kearney, PE, CCM

Construction Management

Mr. Kearney is an environmental engineer who has more than 20 years of professional experience serving as a project manager, construction manager, resident engineer, and design engineer on a wide range of multi-disciplinary municipal water, wastewater, and CSO infrastructure projects. In addition, he has worked on a variety of environmental projects in the areas of hazardous waste, solid waste, and water resources.

Project Manager/Construction Manager, Brick Sewer Rehabilitation, City of Newark, New Jersey. Mr. Kearney served as the project manager and construction manager for Phase V of the brick sewer rehabilitation program and he oversaw and managed more than \$18 million in multiple construction projects for the rehabilitation of more than 9 miles of the historic brick sewer system in the city. Mr. Kearney served as the point of contact for all coordination between the various contractors, owner, and CDM Smith inspection staff. He provided the city with recommendations on technical matters and construction-related issues. He was personally responsible for general construction contract administration; overseeing CDM Smith's construction inspectors; shop drawing review; responding to the contractor's request for information; coordination between contractors; and change order review, negotiations and processing.

Project Manager, Small Sewer Rehabilitation, City of Newark, New Jersey.

Mr. Kearney is currently serving as the project manager for the City's Small Sewer Rehabilitation Program. He is overseeing the evaluation and assessment of approximately 350-miles of small sanitary, storm and combined sewer 22-inches in diameter and less through the City. Upon completion, the collected evaluation data will be used to prioritize sewer rehabilitation, repairs and maintenance throughout the City.

Project Manager/Construction Manager, Wastewater Facilities Upgrade

Construction, Florham Park Sewerage Authority, Florham Park, New Jersey.

Mr. Kearney served as the project manager and construction manager for the \$8 million facilities upgrade project to the Florham Park Sewerage Authority wastewater treatment plant. He provided construction coordination and general contract administration for the project which included four new main sewage pumps, architectural improvements to the administration building, facility-wide electrical system improvements, and the implementation of a SCADA system at the wastewater plant and outlying pump stations. Mr. Kearney was responsible for overseeing CDM Smith's construction inspection efforts, shop drawing review, responding to request for information, coordination between contract, and change order negotiating and processing.

Project Manager/Construction Manager, Interceptor Construction, Somerset Raritan Valley Sewerage Authority, Bridgewater, New Jersey.

Mr. Kearney served as the project manager and construction manager for the construction administration of a new 19,400-foot, 30-inch, and 36-inch diameter gravity sewer. Construction of the interceptor included eight separate river crossings, a jack and bore crossing of an existing state highway, and the implementation of a SCADA control system to manage the flow through six new gate chambers while working in and around a bald eagle nesting and foraging site. Mr. Kearney served as the point of contact for the owner and contractor; was responsible for



Education

ME - Environmental Engineering, Manhattan College, 2000

BS - Environmental Engineering, Syracuse University, 1995

Registration

Professional Engineer: New York, 2001

Certifications

Certified Construction Manager (CCM), 2019

40-hour OSHA Health and Safety Training

Confined-Space Entry Training

10-hour OSHA Construction Safety and Health Training

overseeing CDM Smith's construction inspection efforts; shop drawing review; responding to contractor RFIs; reviewing the contractor's CPM project schedule; preparation of work change directives; and reviewing, negotiating, and processing change orders.

Task Manager, Capital Prioritization/Risk Mitigation Study, NYCDEP. Mr. Kearney served as a task manager as part of a multi-phase/2-year study to assess the level of risk that exists within NYCDEP's water supply, water distribution, wastewater collection, and wastewater treatment facilities. Mr. Kearney was responsible for assessing the risk of individual assets of the NYCDEP's groundwater drinking water system which included 60 pump/well stations and 30 storage tanks. In addition, Mr. Kearney led a project team to assess risk at three of the NYCDEP's wastewater treatment plants. This work is part of the NYCDEP's 10-year capital program to upgrade outdated facilities and meet mandatory consent orders throughout New York City.

Task Manager, Long Term Combined Sewer Overflow (CSO) Control Plan, Perth Amboy, New Jersey. For the City of Perth Amboy, Mr. Kearney served as a task manager in the development of the city's long-term CSO control plan. He was responsible for a team of engineers to identify potential treatment technologies, development of preliminary site layouts, and the preparation of detailed engineer cost estimates.

On-Site Manager/Resident Project Representative, Water Pollution Control Facility (WPCF) Upgrade, Village of Ridgewood, New Jersey. Mr. Kearney was the on-site manager of construction services and resident project representative for the \$15 million upgrade and expansion of the village's WPCF. The project included upgrading the existing headworks with new bar screens and grit removal equipment, upgrading four existing aeration basins with fine bubble aeration, upgrading the two existing primary clarifiers and two existing secondary clarifiers with new spiral collectors, constructing a new secondary clarifier with spiral sludge collection, upgrading the two existing digester, and upgrading the plant's four pump stations. Mr. Kearney served as the first point of contact for the client for all construction-related issues. He supervised a staff of inspectors and was responsible for review of the contractor's monthly pay estimates, preparation of daily reports, record drawings, and negotiations with the contractor and subcontractors to close out the contract.

Construction Oversight, Wastewater Treatment Plant Upgrade, Somerset Raritan Valley Sewerage Authority, Bridgewater, New Jersey. Mr. Kearney performed contractor oversight during the installation of the new 72-inch diameter outfall pipe. The routing of the outfall pipe is through an EPA Superfund Site. He was responsible for testing the installed pipe and field design changes of the pipe installation through this sensitive area.

Site Inspector, Upgrades to Water Pollution Control Facility, Waterbury, Connecticut. Mr. Kearney served as a site inspector responsible for oversight of all work within contaminated areas. This included a jack and bore crossing of an existing intersection through the city. He was also responsible for developing a computer database and tracking contractor time and materials during this multi-phase, multi-contractor construction process.

Rina N. Dalal, PE

Energy Management and Conservation

Ms. Dalal has 14 years of environmental engineering experience in environmental permitting and water/wastewater infrastructure improvement projects for public and private utilities. This includes a variety of engineering studies, regulatory reports, design projects field work and construction contract administration. With dual degrees in Engineering and Sustainable Design, she brings a unique perspective to projects. Ms. Dalal is skilled in supporting project teams with developing work products that are readily translatable for both technical and non-technical audiences.

Project Engineer, Hampton Roads Sanitation District, Climate Change Planning Study, Virginia Beach, Virginia. CDM Smith is currently conducting a climate planning study for a coastal regional wastewater utility. The utility seeks to prepare their critical assets for the projected increased frequency and intensity of flooding in responses to climate change during the period of 2030 to 2100. Ms. Dalal is a project engineer contributing to this study, which will identify the current risk of flooding to their assets from the impacts of Sea Level Rise, extreme weather events and storm surge. In addition, the study will evaluate the risk reduction impact of various mitigation measures to understand how these infrastructure improvements they can maintain operation during flood conditions and increase the overall resiliency of the utility.

Project Engineer, Passaic Valley Sewerage Commission, Combined Sewer Overflow Long-Term Control Plan, New Jersey. In collaboration with another engineering consultant, CDM Smith is currently preparing a Combined Sewer Overflow (CSO) Long-Term Control Plan for Passaic Valley Sewerage Commission. The plan aims to reduce the incidence of CSO discharges from the district's combined sewer outfalls. This regional planning effort involves close collaboration with PVSC's hydraulically connected CSO communities, the state environmental agency, and the members of the public. Ms. Dalal is responsible for preparing meeting presentation materials to support PVSC's communities with planning efforts toward municipal and regional solutions for CSO abatement. She has also prepared content for public meetings to engage and educate members of the public and local environmental groups about the progress of the project. In addition, Ms. Dalal is also the task manager for the design and construction of three Green Infrastructure (GI) pilot projects within the PVSC service area. They will serve as a model for Right-of Way Bioswale projects and GI practices as a nonstructural approach to managing stormwater for CSO control.

Technical Lead, Confidential Clients, American Water Infrastructure Act Risk and Resiliency Assessment. CDM Smith is assisting a confidential regional water utility in preparing a risk and resiliency assessment (RRA) to comply with the American Water Infrastructure Act (AWIA). The AWIA requires an all-hazards approach to assessing the impact of natural hazards, cybersecurity, and malevolent threats on a water system. Using the EPA recommended J-100 guidance document, Ms. Dalal is evaluating the impacts of malevolent acts on the utility's critical assets. She is responsible for preparing the RRA and ultimately updating the Emergency Response Plan to assist this utility in managing risk and increasing resiliency.



Education

Columbia University
Professional
Certification in
Sustainability
Analytic (2018-
Current)

MS – Architecture,
Sustainable Design,
New Jersey Institute
of Technology, 2012

BS – Environmental
Engineering, Drexel
University, 2006

Registration

Professional
Engineer: New
Jersey

Certifications:

AWWA's Utility Risk
and Resilience
Certificate Program

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

Project Engineer, Woodbridge Pumping Station, Resiliency Assessment, Woodbridge, New Jersey. CDM Smith is currently evaluating site level flood protection alternatives that will protect the buildings and equipment located on-site the Woodbridge Pumping Station. One proposed alternative entails the construction of a flood wall around the perimeter of the pumping station site. The second alternative involves mitigating the flooding impacts on each individual building with building level dry floodproofing measures. The two options were compared against each other and assessed based on the overall flood risk reduction provided by the proposed flood mitigation measures, constructability, and permitting requirements. Ms. Dalal was responsible for evaluating dry flood proofing technologies and preparing the technical report for the Township.

Project Engineer, Monmouth Regional Sewerage Authority, Condition Assessment Plan, South Monmouth, New Jersey. CDM Smith is conducting a forcemain/outfall condition assessment plan to assist the South Monmouth Regional Sewerage Authority (SMRSA) in assigning pipeline inspection technologies to various areas within the sewer system. Technologies will be prioritized based on risks including historical failures, environmental risks, and operating conditions of the system. Ms. Dalal is responsible for the preparation of project deliverables, including technical reports.

Trenton Water Works, Lead and Copper Rule Compliance Assistance, Trenton, New Jersey. Ms. Dalal was responsible for developing public education documents for Trenton Water Works (TWW) as part of CDM Smith's efforts to help TWW meet the requirements of the USEPA and NJDEP's Lead and Copper Rule (LCR). CDM Smith participated in public education forums to help TWW address the concerns of the residents and educate homeowners on the Lead Service Line Replacement Program. CDM Smith also developed an interactive website with information regarding lead in drinking water. Additionally, Ms. Dalal was the mechanical engineer for the design of the temporary zinc orthophosphate feed system at the Central Pumping Station. She is also currently responsible for providing construction administration support to the project.

Prior to CDM Smith

Assistant Project Manager, Bayonne Combined Sewer Overflow Long-Term Control Plan, City of Bayonne, New Jersey (2018). Ms. Dalal served as the assistant project manager for the preparation of the Combined Sewer Overflow (CSO) Long-Term Control Plan for the City of Bayonne, on behalf of SUEZ Water. The plan aims to reduce the incidence of CSO discharges from the city's combined sewer outfalls. She was responsible for managing and preparing report deliverables, maintaining regular client and subconsultant collaboration and preparing project status reports.

Project Engineer, Sewer Master Plan Update, Lakewood Township Municipal Utilities Authority, Lakewood, New Jersey (2014-2016). Ms. Dalal prepared an update to the Lakewood Municipal Utilities Master Sewer Plan to reflect how changes in zoning and population would impact the capacity of existing pump stations, pipelines, and collectors. A build-out analysis was conducted to determine the wastewater flow that would be generated by a portion of the township at full build-out in 2030. Based on the results of the buildout analysis and a conditions analysis of the existing system, infrastructure expansion recommendations were made to the Authority. Preliminary cost estimates for potential upgrades and updates to the Authority's GIS mapping system were also complete.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-49

Resolution Authorizing the Award of a Contract to The Firm of Topology NJ, LLC to Perform Consulting Planner Services



RESOLUTION NO. 2022-49

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF TOPOLOGY NJ, LLC TO PERFORM CONSULTING PLANNER SERVICES

WHEREAS, there is a need for the City of Asbury Park (the “City”) to appoint a licensed Professional Consulting Planner to perform certain professional planning services (the “services”) for the City, for the time period from January 1, 2022 through December 31, 2022; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* (specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, on November 6, 2021, the City of Asbury Park solicited a request for qualifications (RFQ) for a licensed Professional Consulting Planner; and

WHEREAS, the firm of Topology NJ, LLC (also referenced as the “Firm”) of Newark, New Jersey, submitted the attached proposal to provide the necessary professional services to the City; and

WHEREAS, following review and evaluation of the proposals received, the Mayor and Council have determined to appoint the firm of Topology NJ, LLC to serve as the Consulting Planner for the City for calendar year 2022; and

WHEREAS, said appointment shall be subject to and contingent upon certification of adequate funding for the services by the City’s Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. That Topology NJ, LLC (the “Firm”) is hereby appointed to perform consulting planning services for the City, for the time period from January 1, 2022 through December 31, 2022.
2. That this appointment is subject to and contingent upon certification of adequate

funding for the services by the City's Chief Financial Officer.

3. That, subject to the provisions of Paragraph 2 above, the Mayor is hereby authorized to execute, and the City Clerk to attest, the contract between the City and the Firm for the aforementioned professional services, for the year 2022, which contract shall be in a form satisfactory to the Municipal Attorney and shall not exceed \$100,000.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Topology NJ, LLC;
 - b. Donna M. Vieiro, City Manager;
 - c. JoAnn Boos, Chief Financial Officer;
 - d. Tracy Lizardi, Director of Purchasing; and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-49 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

City of Asbury Park

STATEMENT OF QUALIFICATIONS

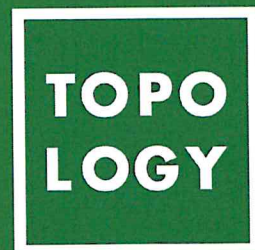
Consulting Planner

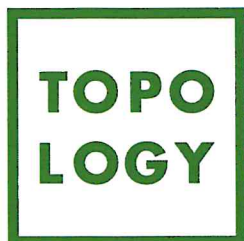
SUBMITTED TO

Tracy Lizardi
Purchasing Agent
City of Asbury Park
Municipal Plaza
Asbury Park, New Jersey 07712

SUBMITTED BY

PHILIP ABRAMSON
TOPOLOGY NJ, LLC
60 UNION STREET, SUITE 1N
NEWARK, NJ 07105
(973) 370-3000





UNLOCKING POTENTIAL
IN PLACES YOU LOVE

Ms. Tracy Lizardi,

Topology, LLC is pleased to submit the following response for the Request for Proposal for Professional Planning Services for the City of Asbury Park. Topology, NJ LLC (herein "Topology") is a community-driven planning and development firm specializing in municipal services for clients across the State of New Jersey. Established in 2014, Topology has worked hard for the past seven years to surpass client expectations and deliver exceptional outcomes. Appreciating that every community is different, Topology takes the time to understand what makes each client community unique on both an individual and regional level. This thoughtful approach allows the firm to form true partnerships with clients, while providing more efficient, more connected, and more innovative services and solutions that meet constantly changing community demands and priorities.

Operating as a full-service planning firm specializing in work with municipalities, Topology's services include redevelopment planning, services to planning and zoning boards, land-use planning and policies, master planning, affordable housing, downtown development, arts and historical planning as well as grant writing, research, and administration. Additionally, the firm has the privilege of serving as the designated Municipal Planner for the Town of Morristown, the Township of Millburn, Township of Millburn, the Village of South Orange, the Borough of Elmwood Park, and the Borough of Rockaway. In each of these communities, the firm provides all manner of professional services to municipal leaders on all aspects related to zoning and planning.

Topology is familiar with a variety of issues that a municipality can face at any given moment. This experience has aided the firm in its preparedness to respond to any challenge that a client may face. From implementation of planning approvals to regulatory compliance, there is not a challenge or client request that Topology cannot tackle.

Thank you for your time and consideration. Topology looks forward to working with the City of Asbury Park.

Sincerely,

Philip Abramson, CEO, AICP/PP, Esq.

Respondent Information

COMPANY NAME: Topology NJ, LLC ("Topology")

COMPANY ADDRESS: 60 Union Street, 1N
Newark, NJ 07105COMPANY EMAIL: hello@topology.is

COMPANY PHONE: 973.370.3000

Key Contact:

Name: Philip Abramson, AICP/PP, Principal, CEO

E-mail: phil@topology.is**Description of Business Organization**

Led and owned by Founder/CEO Philip Abramson, Topology began operations with a staff of two that has grown to a team of 12 passionate planning, design, and community outreach professionals. We have worked in dozens of communities throughout New Jersey – from sprawling urban centers to small village communities – as well as for large real-estate corporations. This wide breadth of experience has ensured that our team is well-versed in a range of planning issues, services, policies, and decisions.

Project Understanding and Value Proposition

Asbury Park is among the most unique and celebrated communities in all of New Jersey, boasting world-renowned artistic and cultural venues, storied historic landmarks, and a famous oceanfront boardwalk that features a wide variety of shopping, dining, and entertainment offerings. Along with its iconic waterfront, the City has many outstanding neighborhoods that provide a variety of housing options to those seeking a vibrant cultural scene, bustling downtown, and convenient transportation access.

While Asbury Park has undoubtedly evolved into a model community, this progress has created certain challenges for the City, that, if unaddressed, could halt continued modernization and success. Asbury Park's status as a popular vacation destination, although valuable to the City's economy, can create traffic congestion and requires significant tracts of valuable real estate to be used as parking for visitors. The City's oceanfront location presents inherent risks from storm events. Additionally, as a desirable community to live, work and play, the

community must determine its vision for further land use development, with pressures from entities seeking to continue building and considerations regarding the best use of existing infrastructure and public space. Given these conditions, it is imperative that the City chart a course for sustainable growth formed by expertise and public participation. For this endeavor, Topology is the partner of choice.

As explorers and fans of great communities in New Jersey, our team has had considerable opportunities to reflect on not only what makes Asbury Park work, but what would help it exceed its already sterling reputation. Below are just a few ideas we would love to develop further with your residents and administration:

1. Asbury Park's cherished residential neighborhoods require equal parts protection and promotion. The character of the neighborhoods depends on both improvements to existing structures and sensible new in-fill development. A review of the zoning code, permitted uses, application procedures, and maintenance requirements must be done to both reduce barriers to investment and rehabilitation, and simultaneously prescribe how new construction will complement the patterns and be sensitive to the built environment. For example, certain outdated zoning ordinances place a burden on property owners trying to make modest improvements to existing non-conforming structures. Similarly, long-vacant structures may benefit from more creative accessory uses, which would incentivize buyers to invest in such properties. Future development should also be inclusive and provide a range of housing options for residents regardless of age, means, and other characteristics. Such thoughtful policies should help the City attract new families while making sure current residents do not get priced out of the community they adore and live in.
2. Residents of Asbury Park deserve investments that support the quality of life for year-round residents such as parks, community gathering spaces, and quality streetscapes that provide safe, multimodal transportation. While Asbury Park has already begun implementing its 2021 Plan for Walking and Biking, the City should continue to build on its successful investments in mobility improvements and provide for a pedestrian and bike-friendly streetscape in the downtown and commercial cores to promote economic activity and utilization. This streetscape would create additional mobility opportunities for residents, while working to address the management of parking in the City for visitors. As mobility is enhanced in Asbury Park, residents and visitors will be able to access the commercial area more easily, producing more gains for the downtown and their businesses. Addressing mobility concerns with technology and promoting a wider variety of transit options is crucial to Asbury Park's future growth. While many of the City's amenities primarily serve seasonal and weekend visitors, the City could increase their capacity as year-round amenities through off-season

programming and the temporary re-uses of the large surface parking lots near the oceanfront for art installations, pop-up markets, or other creative community functions. A potential strategy that could serve all goals could be requirements that compel developers seeking additional impervious coverage, height, or density allowances to make to investments that mitigate impacts to the community. The requirements that are most needed by the City's residents could be determined in partnership with established advisory groups such as the Quality of Life Committee and should effectuate the goals of the 2017 Master Plan Re-exam's Community Facilities Plan.

3. Topology admires Asbury Park's dedication to sustainability, resiliency, and hazard mitigation regarding flood risk. The 2017 Master Plan Re-examination contains valiant goals and helpful updates in Section 5.8, and we welcome the opportunity to turn each Objective and Recommendation into an actionable item, so the goals can be realized immediately. The City is lucky to have both a Green Team and the Environmental Shade Tree Committee, and we offer to work alongside them, attending monthly or quarterly meetings to effectuate their agendas via ordinances, programming, and implementation strategies. For example, Sustainable Design Checklists should be created for all projects, ranging from vegetative buffering and rainwater harvesting for small residential rehabs, to on-site stormwater containment and energy efficiency standards for large projects. Coordination on both a local level and regional level is critical to reduce impervious coverage and to incorporate green infrastructure, therefore as Town Planner, will work with stakeholders on all levels of government as well as private partners to create appropriate requirements, incentives, and mitigation strategies.
4. Topology's commitment to community is measured in results. While many planners can satisfactorily draft vision plans or measure setbacks, it takes a true community development professional to turn goals into strategies and ideas into actions. Effectuating plans requires diligent oversight by a team of both in-house municipal staff and consultant experts. Our firm is experienced in the implementation of ambitious plans, working collaboratively with our clients on prioritization, diligent project oversight and follow-through as projects pass through all stages of development from concept to construction. This is tailored to each municipality's departmental capabilities and constraints, but often includes weekly in-office presence to support city building, planning, and zoning departments, project tracking systems, check-ins with developers, and collection of fees, affordable housing deed restrictions, and other critical components impacting a project's compliance and success. Each of the City's ambitions whether is a master plan goal, or a requirement of the planning board on a site plan approval, should be turned into an actionable item with strategies accomplish it in a timely and fair manner. We are dedicated to ensuring all projects deliver the promises made through a fair, transparent, and efficient process.

Asbury Park needs a partner that is not myopic or unimaginative. Topology will foster and guide the collaboration needed between City officials and public stakeholders to ensure that transparency and collaboration are at the forefront of planning and decision making. The firm will propose creative and novel strategies to address the obstacles and growth opportunities existing in the City. Moreover, Topology will think outside of the traditional methodology to solicit feedback and create a truly interactive planning process. Leveraging the firm's considerable talent and experience, Topology will deliver exceptional results.

Proposed Scope of Work

Should Topology be selected as a Consultant Planner, the firm will provide the following services:

- Services to the Planning Board and Board of Adjustment
- Land Use Ordinance preparation and review
- Site and Land-Use Planning Services
- Urban Design Services
- Redevelopment Planning Services as needed, including both Preliminary Investigations and the development of Redevelopment Plans
- Development and Real Estate Services as needed
- Request for Proposal (RFP) and Request for Qualifications (RFQ) drafting and administration services as needed
- Affordable Housing Planning, and consultation on COAH requirements as needed
- Grant-Writing, Research and Management Services as needed, including CDBG and other HUD funded programs
- Open Space Planning and ROSI management as needed
- Application support for environmental regulatory agencies
- Stormwater management and resiliency planning services as needed
- Historic Preservation
- Creative Placemaking, Arts and Culture Planning Services
- Community Development Services (inclusive of public forums and outreach) as needed
- Support to the City Council, Land Use Boards, and other City advisory boards
- Support for the City Zoning Officer

The Topology Team

Philip Abramson, AICP/PP, Esq. (NJ Professional Planner since 9/28/2009) Principal + CEO

Philip Abramson is a licensed planner in the State of New Jersey, licensed attorney in states of New Jersey and New York, and Managing Principal of Topology. Phil brings more than 10 years' experience, most of which was spent as the Project Manager within the Planning and Development Practices in the New York City office of Jonathan Rose Companies. He works to seamlessly blend planning, law, and real estate development to lead comprehensive planning projects that integrate innovative tools and creative practices. Phil's experience and passion for innovation has led Topology to offer clients advanced solutions and strategic advice.

Philip is a three-time Rutgers University Alumnus earning a Bachelor of Science in Criminal Justice from Rutgers, Newark College of Arts and Sciences; a Master of City and Regional Planning from the Rutgers Bloustein School of Planning and Public Policy; and a Juris Doctorate degree from Rutgers School of Law – Newark.

Greer Patras, AICP/PP (NJ Professional Planner since 8/22/2017) Director, Land Use

Greer Reinalda Patras is a licensed planner in the State of New Jersey and certified by the American Institute of Certified Planners. Greer specializes in combining physical design with community development, and she employs this approach for all variance applications, redevelopment projects, grant proposals, mapping projects, and planning studies. Greer's expertise lies in Municipal Planning and Zoning Board Consultation, where she often mediates the seemingly conflicting goals of Boards, developers, and residents to develop plans that simultaneously protect the character of the community and encourage economic development. Greer's passion is rooted in her ability to develop creative design solutions that turn the unique challenges facing our communities into opportunities.

Greer leads Topology's Land Use Department and, as the Director, oversees municipal planning, redevelopment planning, zoning officer roles, planning boards, and zoning boards in Morristown, South Orange, Cranford, Borough of Rockaway, Millburn, and Lambertville.

Greer graduated from the University of Pittsburgh with a double major in Political Science and Sociology, and earned her Master of City and Regional Planning degree from The Bloustein School of Planning and Public Policy at Rutgers University.

Annie Hindenlang, AICP/PP (NJ Professional Planner since 3/13/2015)
Director, Redevelopment

Annie is a licensed planner in the State of New Jersey and certified by the American Institute of Certified Planners. Bringing over 10 years of experience – including over 5 years with Topology – she has a broad depth of experience at the municipal level in evolving and challenging urban environments. This experience has resulted in a wide range of knowledge related to brownfield remediation, public financing, comprehensive planning, project and process management, and redevelopment.

Of particular note is Annie's ten years working with the City of Perth Amboy, including nearly eight years spent as the City's Director of the Office of Economic and Community Development and Redevelopment. During this tenure, she has successfully overseen the completion of over a dozen comprehensive municipal planning documents; created sustainability, workforce development, and resiliency programs; acquired over \$20 million in grant funds; and oversaw \$500 million dollars of new private investment into the City through the redevelopment process.

Annie considers herself a quality-of-life planner that seeks to creatively solve problems with solutions that address diverse needs and populations. She likes to approach projects with the goal of balanced economic, environmental, and social benefits. She enjoys complex projects with many moving parts for the often unique, inspiring processes and outcomes they create.

She is a proud Hokie – graduating from Virginia Tech in 2010 with a Bachelor of Science in Business Management, a Bachelor of Arts in English, and a Bachelor of Arts in Urban Planning. She finished her Master of Urban and Regional Planning at Rutgers' Bloustein School of Planning and Public Policy in 2012 with a certificate in historic preservation.

Chris Colley, AICP/PP (NJ Professional Planner since 6/3/2021)
Director, Urban Development

Chris is an urban planner passionate about finding pragmatic solutions to create more equitable and livable communities. Joining Topology in 2018, Chris brings over seven years of experience, including four years working for the City of Newark CEDC in NJ, where he developed extensive experience conceptualizing and implementing projects in difficult development areas, working strategically and creatively to overcome impediments like environmental contamination, unfavorable market conditions, and lack of conventional financing. Chris is happiest when he is working on complex projects that require involving a wide range of stakeholders and addressing many complicating factors.

Chris earned his Bachelor of Arts in History from The George Washington University, his Master of Science in Education from The Johns Hopkins University, and his Master in Urban Planning from the Harvard University Graduate School of Design.

Graham Petto, AICP/PP (NJ Professional Planner since 10/6/2016)
Senior Land Use Planner

Graham is a licensed planner in the State of New Jersey and certified by the American Institute of Certified Planners, joining Topology in August 2021. Graham brings a broad depth of experience in municipal, county, and state level planning spanning a transect of urban to rural landscapes. He also has extensive background in planning data analysis and research at two university urban planning research centers. Graham believes sound land use planning decisions require solid data and a research driven framework to achieve optimal understanding.

Of particular note is Graham's six years with the Township of Montclair in the Department of Planning & Community Development. Serving as the Department's Assistant Township Planner, Graham staffed two of the Township's land use boards, conducted planning reviews, assisted with comprehensive municipal planning documents, drafted zoning ordinances, facilitated public engagement and outreach, as well as grant writing and historic preservation program management.

Graham also brings extensive state and county planning experience, serving as a Senior Planner with the Maryland Department of Planning; one of few cabinet-level planning agencies in the country. In this role, Graham coordinated state planning policy development and implementation with all 23 counties and Baltimore City, facilitating smart growth, transit development, and preservation of the Chesapeake Bay watershed.

Graham is a two-time alumnus of the University of Maryland, College Park where he received a Bachelor of Science in Geography, College of Behavioral and Social Sciences, and a Master of Community Planning from the School of Architecture, Planning and Preservation.

Golda Speyer, AICP/PP (NJ Professional Planner since 7/6/2018)
Operations Director, Land Use

Golda is a licensed planner in the State of New Jersey that specializes in affordable housing, community development, project management, and land use planning. She is Topology's in-house regulatory expert with a proven track record for statutory compliance. Prior to working for Topology, Golda worked in municipal government managing federal and local grants that created

e hello@topology.is w http://topology.is p 973 370 3000

affordable housing development, capital improvement programs, and economic opportunities that encouraged viable communities. Golda has a passion for working on projects involving affordable housing development, new urbanism design, and long-range comprehensive planning.

Golda double majored in Planning and Public Policy + Political Science from Rutgers University. While an undergraduate, she studied Urban Planning abroad at Bilkent University in Ankara, Turkey. She earned her Master of City and Regional Planning from the Rutgers University, Edward J. Bloustein School of Planning and Public Policy.

William Kurzenberger, AICP Planner

William Kurzenberger is a Project Manager and Planner with over six years of expertise in the management and oversight of large-scale projects and programs. Managing projects and concepts from concept to delivery, William has a wide range of experience in overseeing parks and open space development, city-wide public health initiatives as well as sustainability and resiliency projects.

Serving as a former Project Director for the City of Perth Amboy Office of Economic and Community Development, William also has extensive experience in cultivating and maintaining collaborative ventures between for-profit and non-profit entities as well as other stakeholders. William was also a founding member of Perth Amboy's Municipal Action Team for Stormwater Management and served on the Middlesex County Water Resources Association. In such capacities, he oversaw infrastructure installations and planning studies that resulted in reductions to local flooding and run-off pollution, and greater compliance with regulatory requirements in new developments. In his work, William has a special focus on working to unite the realms of urban planning and social welfare policy by keeping livability as a top priority in land use planning and design.

William earned his Bachelor of Arts and Sciences in Social Work as well as his Master of Social Work from the Rutgers School of Social Work.

Justin Cutroneo Planner

Justin Cutroneo is a Planner at Topology where he focuses on blending sustainable development with physical design to meet the goals of municipalities, developers, and residents. Justin has been with Topology for two years and has gained experience with land use application review, zoning ordinance review, and redevelopment. Justin recently completed the Planning & Zoning Program at the Rutgers Center for Government Services and will obtain his Zoning Officer Certification by the end of 2021.

Justin graduated from Rutgers University with a Bachelor of Science in Urban Planning & Design and previously studied European Architecture at John Cabot University in Rome, Italy. Before joining the Topology team, Justin worked as an Assistant Planner at the Old Bridge Township Planning/Zoning Department.

Marc Lincer Planner

After a year of learning through part-time work for Topology, Marc joined the Topology Team full-time in October, 2020. Marc's planning experience includes land use application review, redevelopment planning, master planning and re-examinations, ordinance drafting and best practice research, cannabis planning, and affordable housing. Marc is most passionate about creating thriving communities through effective land use strategies

Marc graduated from Hamilton College in May 2020, earning a Bachelor of Arts in Sociology with Honors, Magna Cum Laude. His studies include his thesis on Dallas and Houston's light rail systems, public policy, urban economics, and the interplay between architecture and environment. During his year abroad in Paris, Marc studied Parisian architecture with Hamilton College and globalization and urbanization at Sciences Po Paris.

Benjamin Nechmad Planner

Beginning his career with the Topology team, Ben hopes to gain a diverse set of experiences in the planning field to build on his extensive urban planning education. Ben is a recent graduate of the Bloustein School at Rutgers University, with a Bachelor's in Urban Planning and Design and a Master's degree in City and Regional Planning. Ben paired his studies with internships at the Hudson County Department of Engineering and the Southwest Boston Community Development Corporation. He is especially passionate about urban design and redevelopment, with a particular interest in urban farming and sustainable greenspace development. Ben has already worked on a wide range of projects with Topology, including redevelopment plans, land use board reports, and concept plans.

Professional Service Fees and Cost Proposal

Services for on-call/as-needed tasks shall be billed monthly at the following rates:

Position	Billable Rate
Principal	\$250/hr
Director	\$200/hr
Senior Planner	\$175/hr
Planner	\$150/hr
Associate Planner	\$125/hr
Graphic Designer	\$125/hr

List of Planning Services Clients

The following is a comprehensive list of all municipal clients served by Topology in the past five (5) years.

Township of Belleville

Dates: 2018 – Present

Role: Preliminary Investigation

Contact: Anthony D. Iacono, Township Manager

E: aiacono@bellevillenj.net

P: 973-450-3322

Borough of Bernardsville

Dates: 2019 - Present

Role: Redevelopment, Revitalization

Contact: Mary Jane Canose, Mayor

E: mayor@bernardsvilleboro.org

P: 908-766-3000

Town of Boonton

Dates: 2020-Present

Role: Redevelopment, Preliminary Investigation, Planning Board, Zoning Board

Contact: Neil Henry, Town Administrator/QPA

E: nhenry@boonton.org

P: 973-402-9410 x650

Borough of Caldwell

Dates: 2017-Present

Role: Affordable Housing, On-Call Planner, Master Plan Re-Exam

Contact: Thomas Banker, Borough Administrator

E: tbanker@caldwell-nj.com

P: 973-403-4634

Capital City Redevelopment Corporation

Dates: 2020-2021

Role: Redevelopment

Contact: Danielle Esser, Director of Governance & Strategic Initiatives

E: desser@njeda.com

P: 609-858-6860

Borough of Chatham

Dates: 2016-Present

Role: Redevelopment, Preliminary Investigation

Contact: Steve Williams, Business Administrator

E: swilliams@chathamborough.org

P: 973-635-0674 x208

Township of Cranford

Dates: 2020-Present

Role: Zoning Board

Contact: Ronald M. Marotta, Chairman

E: ron.marotta@us.yusen-logistics.com

P: 908-709-7211

Borough of Elmwood Park

Dates: 2019-Present

Role: Master Plan Re-Exam, ReVest Plan, Borough Planner

Contact: Michael Foligno, Borough Administrator

E: mfoligno@elmwoodparknj.us

P: 201-796-1457 x104

City of Garfield

Dates: 2021

Role: Cannabis Zoning Planning Report

Contact: Erin Nora Delaney

E: edelaney@garfieldnj.org

P: 973-253-7965

City of Lambertville

Dates: 2020-Present

Role: Conflict Planner

Contact: Julia Fahl, Mayor

E: mayorfahl@lambertvillenj.org

P: 505-659-9969

Township of Long Hill

Dates: 2019-2020

Role: Master Plan

Contact: David Hands, Planning Board Chair

E: davidhands87@gmail.com

P: 908-581-3455

Township of Millburn

Dates: 2021-Present

Role: Affordable Housing, Township Planner, Planning Board, Zoning Board

Contact: Alex McDonald, Business Administrator

E: administrator@millburntwp.org

P: 973-564-7075

Town of Morristown

Dates: 2014-Present

Role: Redevelopment, Planning Board, Town Planner, Zoning Board

Contact: Jillian Barrick, Business Administrator

E: j-barrick@townofmorristown.org

P: 973-292-6626

Borough of Mountain Lakes

Dates: 2016-2018

Role: Conflict Planner

Contact: Mitchell Stern, Borough Manager

E: manager@mtnlakes.org

P: 973-334-3131

Town of Newton

Dates: 2019-Present

Role: Redevelopment

Contact: Thomas Russo, Jr., Town Manager

E: trusso@newtontownhall.com

P: 973-383-3521 x224

Township of Nutley

Dates: 2019-2020

Role: Redevelopment

Contact: Mauro G. Tucci, Mayor

E: mayortucci@nutleynj.org

P: 973-284-4969

City of Passaic

Dates: 2020 – Present

Role: Redevelopment

Contact: Rick Fernandez, Business Administrator

E: rfernandez@cityofpassaicnj.gov

P: 973-365-5513

City of Perth Amboy

Dates: 2018

Role: City Planner

Helmin Caba, Mayor

E: jcaba@perthamboynj.org

P: 732-826-7121

Perth Amboy Redevelopment Agency

Dates: 2017-Present

Role: Redevelopment Planner

Helmin Caba, Mayor

E: jcaba@perthamboynj.org

P: 732-826-7121

Borough of Pompton Lakes

Dates: 2016

Role: Redevelopment

Contact: Kevin Boyle, Borough Administrator

E: administrator@pomptonlakes-nj.gov

P: 973-835-0142 x239

Village of Ridgewood

Dates: 2018-Present

Role: Town Planner

Contact: Heather Mailander, Village Manager

E: hmailander@ridgewoodnj.net

P: 201-670-5500

Borough of Rockaway

Dates: 2020-Present

Role: Borough Planner, Affordable Housing, Planning Board, Zoning Board

Contact: Patricia Reiche, Business Administrator

E: cfo@rockawayborough.org

P: 973-627-2000 x225

Borough of Roselle Park

Dates: 2019-2019

Role: Transit Village Vision Plan

Contact: Joseph Signorello III, Mayor

E: mayorsig@rosellepark.net

P: 908-666-7817

Township of South Brunswick

Dates: 2017 - Present

Role: Vision Plan, Master Plan

Contact: Bryan Bidlack, Planning Director

E: bbidlack@sbtnj.net

P: 732-329-4000 x7240

Township of South Orange Village

Dates: 2017-Present

Role: Affordable Housing, Preliminary Investigation, Master Plan,
Redevelopment, Planning Board, Town Planner, Zoning Board

Contact: Sheena C. Collum, Village President

E: scollum@southorange.org

P: 973-378-7715

City of Summit

Dates: 2017-Present

Role: Preliminary Investigation, Redevelopment, City Planner, Vision Plan

Contact: Michael Rogers, Business Administrator

E: mrogers@cityofsummit.org

P: 908-522-3600

Town of Westfield

Dates: 2020-Present

Role: Preliminary Investigation, Redevelopment, On-Call Planner

Contact: James Gildea, Town Administrator

E: administrator@westfieldnj.gov

P: 908-789-4041

Relevant Project Experience

The following is a selection of our most recent and relevant projects that demonstrate Topology's experience and expertise in performing professional planning and technical consulting services:

Municipal Planning Experience

Topology serves as the general Municipal Planner for Millburn, Morristown, Perth Amboy, Rockaway, South Orange, Summit. Through our work with each municipality, Topology has guided development and policy to realize community goals and bring our client communities closer to their individual vision for the future. As municipal planners, we regularly advise on matters of zoning and coordinate with developers to refine projects and ensure that each proposal honors the intent of the community's zoning and prior planning efforts. In Topology's municipal planning engagements, we aim to provide for responsible growth that remains true to policy directives from comprehensive planning documents.

Municipal Land Use Board Experience

Topology serves as the Board Planner to the planning and zoning boards of the Town of Boonton, Millburn, Morristown, Rockaway Borough, and South Orange, as well as to the Zoning Board of the Township of Cranford. In this capacity, Topology reviews applications to the boards, including various development proposals, to ensure compliance with the municipal land use and zoning regulations and consistency with community values, vision, and policies. Our work to support municipal land use boards gives us insight into larger planning initiatives, which we leverage in more comprehensive amendments to the zoning code and planning documents. This work is critical to informing our management planning portfolios in each of the communities we serve.

Topology supports these municipal planning and zoning boards in interpretations of zoning language and the intent of policy documents that impact the scale and character of physical development. It is our priority to ensure that board members understand the intent of technical regulations and guidelines and their implications for the form and function of new development. Our guidance in the boards' consideration of development applications has shaped physical development of our client communities to fulfill the goals and objectives of the community, as defined in their planning documents.

Master Planning Experience

Topology has a diverse array of Master Planning experience that includes comprehensive plans, re-examinations, and special planning efforts that set the course for smarter land use, transportation, and the promotion of the arts. Such planning efforts have made it possible for communities such as Perth Amboy to pursue compelling transit-oriented development and in Morristown to develop some of the most innovative form-based land use codes in the State. Within our portfolio are also ongoing planning efforts, such as the South Orange Master Plan, which has set new standards for public participation in municipal planning efforts. We use the diverse skillset of our staff to cover every aspect of life within our client communities to deliver plans that serve as practical guides for them to pursue their goals.

Capital City Redevelopment Corporation Renaissance Plan – Trenton, NJ:
The Capital City Redevelopment Corporation (CCRC) was created by an act of the New Jersey State Legislature and charged with revitalizing the Capital District of Trenton, NJ for the benefit of all the citizens of the State. The legislation requires the CCRC to adopt a 20-year Capital City Renaissance Plan to guide “the use of lands within the district in a manner which promotes the economic vitality of the district and enhances the quality of the public environment.” With legislative amendments granting the CCRC the ability to act as a designated Redevelopment Agency within the Capital District, the Plan may also serve as a direct tool by which to enact projects of specific interest.

The original Renaissance Plan was adopted in 1989. In 2019, the CCRC Board hired Topology to oversee and assist with this update to reflect subsequent changes in the social, economic and natural environment over the last 20 years and provide a guide for the District into the future. This 20-year Renaissance Plan establishes an operating framework to attract people and investment while remaining responsive to proposals for change. It sets out a practical and attainable vision for the Capital District in a manner detailed enough to set the course of action and flexible enough to encourage creativity.

Summit re:Vision:

The City of Summit has a unique mix of natural, historic, cultural, and economic assets that sets it apart from other suburban communities. Its location in the region, with a midtown direct commuter rail connection, its vibrant downtown, and remarkable natural setting make Summit a great place to call home for its nearly 22,000 residents. With a very engaged and active local community, Topology needed to be organized and

comprehensive in its approach to community outreach in order to effectively implement master planning efforts.

Topology led the re-examination effort for the City of Summit's 2010 Master Plan in 2017. The Summit re:Vision document adopted by the City was the culmination of a robust stakeholder and public engagement process. The Topology team evaluated the City's goals and objectives, created actionable strategies to achieve goals, and recommended specific changes to the Master Plan. Summit re:Vision builds upon prior planning to outline a comprehensive strategy for the City to guide growth and reinvestment, while preserving the character and scale of its historic residential neighborhoods. Currently, Topology is involved in several efforts for the implementation of key strategies from this plan.

Redevelopment Planning Experience

Topology has extensive experience in redevelopment planning and has focused on redevelopment as a means to promote physical revitalizations and financial reinvestment instead of focusing strictly on economic development. The firm's approach to redevelopment has been to leverage a community's unique, natural and cultural assets to effect meaningful change that not only produces ancillary economic benefits but also serve as a place making strategy. In this work Topology has managed and created public/private partnerships, conducted entire downtown revitalizations, and worked with developers to secure buy-in and additional investment. Topology has worked with communities such as Burlington City, Caldwell, Chatham, Elmwood Park, Maplewood, Morristown, Newark, Nutley, Perth Amboy, Red Bank, South Orange, and Summit to achieve extraordinary redevelopment success.

FOCUS 2020 Redevelopment Plan:

In the summer of 2018, Topology completed the first comprehensive overhaul of Perth Amboy's city-wide redevelopment plan in twenty years. The FOCUS 2020 plan was the result of almost three years of collaboration with City leadership, industry leaders, residents, and other stakeholders covering a third of the land within the municipality. Perth Amboy is now equipped with a useable, practical tool that reflects current market conditions, a new vision for the City, and compliance with today's standards for planning and development. The updates within the plan replaced outdated zoning restrictions and allowed for new avenues of attracting private partners to revitalize the City's underutilized spaces. The plan has resulted in the on-going remediation of over 300 acres of brownfields, creation of thousands of jobs, and a little over \$500 million dollars of new investment brought into the City. Ongoing efforts include residential, retail, and commercial/industrial projects throughout the City,

with a focus on job creation and more sustainable growth geared toward transit riders.

Market & Bank Redevelopment:

Topology led a redevelopment planning effort for a small irregular area, once home to coach makers in the nineteenth century. This prominent tract of land on the edge of Morristown's central business district saw various uses come and go with limited investment. The Market & Bank Redevelopment Plan was designed to capitalize on the site's prominent location by incorporating distinct urban design elements that reflect the traditional industrial architecture of existing structures on the site. Topology's redevelopment strategy emphasized the redevelopment area's unique position as a gateway into the central business district by incorporating landmark elements and public space.

The Market & Bank Redevelopment Plan provided for sustainable redevelopment with contextual urban design and architectural standards that embraced the redevelopment area's unique shape and location. Topology facilitated a transparent redevelopment process and maintained an open dialogue with the public and local officials for input on the redevelopment project. The plan drew on LEED-ND neighborhood design standards and includes new public spaces and pedestrian amenities that established safer, more comfortable pedestrian connections.

2nd Street Park:

After being stalled for almost 15 years, this six-acre former brownfield is being remediated into a world-class waterfront park through the coupled efforts of a collaborative, community-led process and a resourceful approach to financing. In 1997, the City of Perth Amboy acquired through eminent domain an active scrap metal yard for the creation of new parkland along the Raritan River. Shortly after, it became evident that the property was severely contaminated and a long, litigious battle ensued between the former property owner and the City regarding remediation and reuse.

Topology brokered a conversation with the Middlesex County Improvement Authority (MCIA) to utilize funding from the U.S. Environmental Protection Agency (EPA) Brownfields Program to contract a team of community planning specialists and landscape architects from Rutgers University's Center for Urban & Environmental Sustainability and Bloustein School of Planning & Public Policy to develop a concept design to convert the contaminated site into a park that meets the needs and interests of the surrounding neighborhood residents. Rutgers conducted an extensive community outreach process receiving feedback from over

500 city residents, students, and members of the surrounding neighborhood.

In response to sound landscape design practices and a clear community vision, the park concept design included multiple program areas that met the local resident's interests for this space. The areas reflect a diversity of proposed activities and ecological restoration that connect the park to the shoreline, neighborhood, and Perth Amboy's urban center.

In fall of 2016, with assistance from the Department of Environmental Protection, Topology was able to acquire over \$7m in funding for final design, remediation, and construction of the park. Remedial action of the site is underway, with park construction set to begin in 2022.

CDBG Oversight Experience

Topology staff members, Annie Hindenlang, Golda Speyer and William Kurzenberger have over ten years' experience of directly administering all activities relating to the Community Development Block Grant (CDBG) program. During their time as municipal employees for the Cities of Perth Amboy and New Brunswick, they have authored Five-Year Consolidated Plans, Annual Action Plans, Consolidated Annual Performance Evaluation Reports (CAPER), Environmental Assessments, as well as overseeing the collection of reports from subrecipients. They have a comprehensive knowledge of HUD regulations and successfully maintained the compliance of their respective programs for the entirety of their tenures resulting in the creation of several public service and economic development initiatives, parks, and other infrastructure improvements such as:

- Youth enrichment programs for hundreds of low-moderate income youths
- Homeownership counseling for hundreds of first-time homebuyers
- The restoration of multiple historically significant buildings
- The enhancement of several parks and recreation facilities
- The creation of dozens of affordable housing units
- Subsidization of hundreds of rental units for low-moderate income families

Affordable Housing Planning Experience

Topology is trusted to provide guidance for the provision of affordable housing for Caldwell, Millburn, Morristown, Rockaway, and South Orange. Assisting these communities satisfy their legally mandated requirements in a way that provides dignified housing for low- and moderate-income residents without causing

e hello@topology.is

w <http://topology.is>

p 973 370 3000

unnecessary congestion or financial hardship requires a complex understanding of the issues involved that Topology has honed throughout the years. That experience helps the firm advise on the location and variety of housing provided that meets the satisfaction of both the law and residents alike.

Compliance Statements

Topology, nor any individual assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

There are no ethics violations existing against the firm and/or the individual responding.

Topology will provide certificates of all necessary insurance policies upon award of contract.

City of Asbury Park

PROPOSAL DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Acknowledgment of Receipt of Addenda	PA
☒	Mandatory Affirmative Action Language	PA
☒	New Jersey Anti-Discrimination	PA
☒	Americans with Disabilities Act of 1990 Language	PA
☒	Stockholder Disclosure Certification Statement of Ownership	PA
☒	Proof of Business Registration	PA
☒	Disclosure of Investment Activities in Iran	PA
☒	Election Contributions Disclosure Notification Form	PA
☒	Non-Collusion Affidavit	PA
☒	W-9 Form	PA
☒	Political Contributions Disclosure Form	PA
☒	Sworn Statement by Professional Services Provider	PA
☒	Ethics Statement	PA

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: ☒

Acknowledged for: Topology NJ, LLC
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Philip Abramson
(Print or Type)

Title: Principal + CEO

Date: November 23, 2021

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Topology NJ, LLC

SIGNATURE: 

PRINT NAME: Philip Abramson

TITLE: Principal + CEO

DATE: 11/23/2021

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).



Signature

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



 Signature

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Topology NJ, LLC

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation ☐ Non-Profit

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Philip Abramson

Name: _____

Home Address: 296 Meeting House Lane

Home Address: _____

Mountainside, NJ 07902

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 23 day of November, 2024

(Notary Public)

My Commission expires: **HAYDEE PUELL**
Notary Public - State of New Jersey
My Commission Expires Dec 14, 2025

Topology NJ, LLC

(Affiant)

Philip Abramson

Philip Abramson, Principal + CEO

(Corporate Seal)

Disclosure of Investment Activities in Iran

Bidder Name: Topology NJ, LLC

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

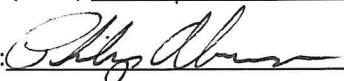
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the <name of contracting unit> is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <reference to contracting unit> to notify the <reference to contracting unit> in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <name of contracting unit> and that the <reference to contracting unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Philip Abramson

Title: Principal + CEO

Signature: 

Date: 11/23/2021

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27**, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.

 , Philip Abramson, Principal + CEO
Vendor's Representative
Signature of Acknowledgement

November 23, 2021
Date of Acknowledgement

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Union

ss:

I, Philip Abramson residing in Mountainside
(name of municipality) (name of affiant)
in the County of Union and State of New Jersey
of full age, being duly sworn according to law on my oath depose
and say that:

I am Principal + CEO of the firm of Topology NJ, LLC
(Title or position) (Name of firm)

Topology NJ, LLC the bidder making this Proposal for the bid
entitled Request for Qualifications - Consulting Planner, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above named project; and that all statements contained in said
proposal and in this affidavit are true and correct, and made with full knowledge that the
City of Asbury Park relies upon the truth of the statements
contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established
commercial or selling agencies maintained by
Topology NJ, LLC.

Subscribed and sworn to

before me this day 23rd


Signature

NOVEMBER, 2021

(Type or print name of affiant under signature)

Notary public of HAYDEE PUELL
Notary Public - State of New Jersey
My Commission Expires Dec 14, 2025

(Seal)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name: Monmouth

State: Governor, and Legislative Leadership Committees

Legislative District #s: 10, 11, 12, 13, & 30

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Aberdeen Township	Highlands Borough	Neptune Township
Allenhurst Borough	Holmdel Township	Ocean Township
Allentown Borough	Howell Township	Oceanport Borough
Asbury Park City	Interlaken Borough	Red Bank Borough
Atlantic Highlands Borough	Keansburg Borough	Roosevelt Borough
Avon-by-the-Sea Borough	Keyport Borough	Rumson Borough
Belmar Borough	Lake Como Borough	Sea Bright Borough
Bradley Beach Borough	Little Silver Borough	Sea Girt Borough
Brielle Borough	Loch Arbour Village	Shrewsbury Borough
Colts Neck Township	Long Branch City	Shrewsbury Township
Deal Borough	Manalapan Township	Spring Lake Borough
Eatontown Borough	Manasquan Borough	Spring Lake Heights Borough
Englishtown Borough	Marlboro Township	Tinton Falls Borough
Fair Haven Borough	Matawan Borough	Union Beach Borough
Farmingdale Borough	Middletown Township	Upper Freehold Township
Freehold Borough	Millstone Township	Wall Township
Freehold Township	Monmouth Beach Borough	West Long Branch Borough
Hazlet Township	Neptune City Borough	

(continued on next page)

Boards of Education (Members of the Board):

Allenhurst	Holmdel Township	Oceanport Borough
Asbury Park City	Howell Township	Red Bank Borough
Atlantic Highlands Borough	Interlaken	Red Bank Regional
Avon Borough	Keansburg Borough	Roosevelt Borough
Belmar Borough	Keyport Borough	Rumson Borough
Bradley Beach Borough	Little Silver Borough	Rumson-Fair Haven Regional
Brielle Borough	Long Branch City	Sea Bright Borough
Colts Neck Township	Manalapan-Englishtown Regional	Sea Girt Borough
Deal Borough	Manasquan Borough	Shore Regional
Eatontown Borough	Marlboro Township	Shrewsbury Borough
Fair Haven Borough	Matawan-Aberdeen Regional	South Belmar
Farmingdale Borough	Middletown Township	Spring Lake Borough
Freehold Borough	Millstone Township	Spring Lake Heights Borough
Freehold Regional	Monmouth Beach Boro	Tinton Falls
Freehold Township	Monmouth Regional	Union Beach
Hazlet Township	Neptune City	Upper Freehold Regional
Henry Hudson Regional	Neptune Township	Wall Township
Highlands Borough	Ocean Township	West Long Branch Borough

Fire Districts (Board of Fire Commissioners):

Aberdeen Township Fire District No. 1	Marlboro Township Fire District No. 1
Aberdeen Township Fire District No. 2	Marlboro Township Fire District No. 2
Englishtown Borough Fire District No. 1	Marlboro Township Fire District No.3
Freehold Township Fire District No. 1	Millstone Township Fire District No. 1
Freehold Township Fire District No. 2	Neptune Township Fire District No. 1
Hazlet Township Fire District No. 1	Neptune Township Fire District No. 2
Howell Township Fire District No. 1	Ocean Township Fire District No. 1
Howell Township Fire District No. 2	Ocean Township Fire District No. 2
Howell Township Fire District No. 3	Spring Lake Heights Boro Fire District No. 1
Howell Township Fire District No. 4	Tinton Falls Fire District No. 1
Howell Township Fire District No. 5	Tinton Falls Fire District No. 2
Manalapan Township Fire District No. 1	Wall Township Fire District No. 1
Manalapan Township Fire District No. 2	Wall Township Fire District No. 2
Manasquan Boro Fire District No.1	Wall Township Fire District No. 3

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the City of Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that my family, my firm or I has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

Topology NJ, LLC

Firm's Name

Philip Abramson

Signature

Philip Abramson

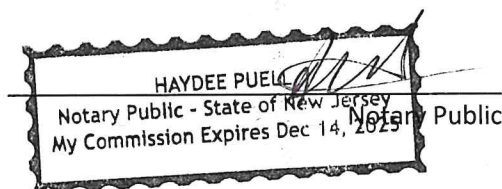
Print Name

Principal + CEO

Title

Subscribed and sworn to before me this

23rd day of November, 2021.





UNLOCKING POTENTIAL
IN PLACES YOU LOVE

To Whom it May Concern,

This letter is provided to certify Topology NJ LLC's compliance with the City's requirement for a statement on ethical violations.

As the Principal and CEO of Topology NJ, LLC, I can attest that:

- Topology, nor any individual assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.
- There are no ethics violations existing against the firm and/or the individual responding.

Sincerely,

Philip Abramson, CEO, AICP/PP, Esq.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
TOPOLOGY NJ LLC

TRADE NAME:

ADDRESS:
60 UNION STREET 4N
NEWARK NJ 07105
EFFECTIVE DATE:
01/24/14

SEQUENCE NUMBER:
1848315
ISSUANCE DATE:
08/23/16


Director
New Jersey Division of Revenue

Certification 54427

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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-MAY-2015 to 15-MAY-2022

TOPOLOGY NJ LLC
59 LINCOLN PARK
NEWARK

NJ 07902


Andrew P. Sidamon-Eristoff
State Treasurer



BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Professional Planners

HAS LICENSED

Philip A. Abramson
 60 Union Street
 #1N
 Newark NJ 07105

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner

New Jersey Office of the Attorney General
 Division of Consumer Affairs
 THIS IS TO CERTIFY THAT THE
 Board of Professional Planners
 HAS LICENSED
 Philip A. Abramson
 Professional Planner

Philip A. Abramson
 SIGNATURE
 03/20/2020 TO 05/31/2022
 VALID
33LI00609600
 License/Registration/Certificate #
Paul Rodriguez
 ACTING DIRECTOR

03/20/2020 TO 05/31/2022
 VALID

33LI00609600
 LICENSE/REGISTRATION/CERTIFICATION #

Philip A. Abramson
 Signature of Licensee/Registrant/Certificate Holder

Paul Rodriguez
 ACTING DIRECTOR

PLEASE DETACH HERE
 IF YOUR LICENSE/REGISTRATION/
 CERTIFICATE ID CARD IS LOST
 PLEASE NOTIFY:
 Board of Professional Planners
 P.O. Box 45016
 Newark, NJ 07101

PLEASE DETACH HERE

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--	--	---

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Topology NJ, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 60 Union Street 1N	Requester's name and address (optional)
	6 City, state, and ZIP code Newark, NJ 07105	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="10">Social security number</th> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> or <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="10">Employer identification number</th> </tr> <tr> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">6</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">6</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">2</td> </tr> </table>	Social security number																				Employer identification number										4	6			4	5	6	5	0	2
Social security number																																									
Employer identification number																																									
4	6			4	5	6	5	0	2																																

Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ▶ <u>Philip Abramo</u> Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

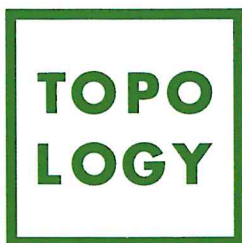
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



UNLOCKING POTENTIAL
IN PLACES YOU LOVE

60 Union Street, #1N, Newark NJ 07105

SAMPLE CONTRACT

Attachment: Topology Exhibits (2022-49 : Topology Consulting Planner Appointment 2022)



Township of Cranford

8 Springfield Avenue • Cranford, New Jersey 07016-2199

(908) 709-7200 • Fax (908) 276-7664

www.cranfordnj.org

March 30, 2021

Topology NJ LLC
Mr. Philip Abramson
60 Union Street #1N
Newark, NJ 07105

Re: Planning Services: 750 Walnut Avenue

Dear Mr. Abramson,

Enclosed please find one fully executed copy of the above referenced agreement executed by the Township of Cranford.

If you have any questions, please do not hesitate to give me a call at (908)709-3982.

Very truly yours,

Suzanne Welsh
Administrative Assistant
Township Clerk's Office

Enc.

AGREEMENT

This Agreement, entered into this 15th day of March 2021, between the Township of Cranford, a municipal corporation of the State of New Jersey, hereinafter called the "Township," having municipal offices located at the Municipal Building, 8 Springfield Avenue, in the Township of Cranford, County of Union, State of New Jersey, and Topology NJ LLC, having offices located at 60 Union Street, #1N, Newark, NJ 07105, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, there is a need for the Township to engage expert planning services in connection with preparation of a Redevelopment Plan for Block 541, Lot2, Qualifiers C01 through C07, and known as 750 Walnut Avenue; and

WHEREAS, the Township of Cranford advertised a Request for Proposal ("RFP") for planning services through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.; and

WHEREAS, pursuant to Resolution 2021-21, the Township has deemed that the firm Topology NJ LLC, has the background, experience and qualifications necessary to render the needed advice and services; and

WHEREAS, by Resolution No. 2021-126, the Township awarded the contract for such planning services to the Contractor at a cost not to exceed \$30,000; and

WHEREAS, the Chief Financial Officer has certified to the availability of funds which is on file with the Township Clerk; and

WHEREAS, the Township has authorized this written Agreement with the Contractor to provide the aforementioned professional services to the Township in accordance with the compensation set forth herein.

NOW, THEREFORE, in mutual consideration of the covenants, obligations and responsibilities set forth herein, it is agreed by and between the parties as follows:

1. PARTS OF CONTRACT

The parties agree that the terms and conditions contained in the following documents which comprise and are hereinafter called the Contract Documents are made part of this Agreement and are binding on all parties as if all conditions contained in the Contract Documents were set forth in this Agreement:

- A. This Agreement;
- B. Township Resolutions No. 2021-21 & 2021-126;
- C. The Township's RFP; and
- C. Contractor's Proposal dated January 27, 2021.

In the event that any provision in one of the Contract Documents conflicts with the provisions of another of the Contract Documents, the provisions in the document first listed above shall govern, unless otherwise expressly stated herein.

2. TERM

The term of this Agreement shall be for a period equal to the greater of either one-year, starting on January 1, 2021 and ending on December 31, 2021, or the completion and adoption of the Redevelopment Plan.

3. SERVICES TO BE RENDERED

The Contractor agrees to provide all services necessary as set forth in attached proposal. The Contractor declares and agrees that it will be responsible for the full performance and completion of all work to be done under this Agreement and by the execution hereof acknowledges that it has carefully informed itself regarding conditions pertaining to the work to be done. The

Contractor shall perform all work under this Agreement in a good, professional and workmanlike manner, in conformity with all responsibilities, demands and ethics of the profession.

4. COMPENSATION

The Contractor is an independent contractor and not an employee of the Township. The Township shall pay and the Contractor shall accept in payment and in consideration for the performance of the Contractor's obligations hereunder compensation not to exceed \$30,000.00 during the term of this Contract. Payment to the Contractor is subject to availability of funds and shall not exceed the budgeted amount for said services.

5. PAYMENT

Payment for services rendered by the Contractor shall be due upon presentation of an official voucher with attached, detailed itemization which shall include a description of services rendered, hours expended, as well as disbursements claimed. It is agreed all vouchers must be accepted by the Township as to form and documentation before payment will be made. All statements for services rendered will be presented to the Township on a monthly basis. The Township represents that it will have sufficient funds available to pay the Contractor for all services rendered by the Contractor, hereunder, and shall pay the Contractor within thirty (30) days.

6. MATERIALS

All papers, documents, memoranda, reports and other materials prepared by the Contractor under this Agreement, at the request of the Township, shall be and remain the property of the Township.

7. AFFIRMATIVE ACTION COMPLIANCE

The Contractor agrees that, during the performance of this Agreement, the Contractor 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. The Contractor further agrees that it shall comply in all respects with the provisions of N.J.S.A. 10:5-31, et seq. and the regulations promulgated thereunder, the terms and conditions of which are set forth in the documentation attached hereto as Exhibit A and expressly made a part hereof. The Contractor shall, within seven (7) days after receipt of notification of intent to award this contract or receipt of the Agreement, whichever is sooner, provide the Township with a letter of Federal Affirmative Action Approval, a Certificate of Employee Information Report from the State of New Jersey, or a completed Form AA302.

8. INSURANCE

The Contractor shall maintain insurance and deliver certificates of insurance to the Township in commercially reasonable forms and amounts and as otherwise required by the Township Attorney.

9. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the Township and its agents and employees from and against all claims, liabilities, damages, costs, losses, expenses, including attorney's fees, fines, penalties, suits, legal proceedings and any order entered therein, which may arise out of or result from the performance of the work under this Agreement, which is caused in whole or in part by the negligence, failure to act, gross negligence or willful misconduct of the Contractor, any subcontractor, or anyone liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Township or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification

obligation under this paragraph shall not be limited in anyway by any limitation on the amount of, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor or under workers' compensation acts, disability benefit acts or other employee benefit acts.

10. NOTICES

All notices, requests or other communications pursuant to this Agreement shall be in writing and shall be sent pursuant to this Agreement by U.S. Mail, addressed as set forth above.

11. SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Township and the Contractor and their respective successors, assigns and legal representatives. Neither the Township nor the Contractor shall have the right to assign, transfer, or sublet its interests or obligations hereunder without prior written consent of the other party.

12. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted, and the Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall promptly be physically amended to make such insertion.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties, and no amendment, modification or addendum hereto shall be effective unless in writing, dated subsequent to the date hereof and executed by the duly authorized officers of the respective parties. The requirement for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this Section, and this shall be deemed an essential term of the Agreement.

14. VALIDITY

If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

15. GOVERNING LAW AND VENUE

This Agreement is governed by the Laws of the State of New Jersey and any dispute arising under this Agreement shall be cognizable only in the Superior Court of New Jersey, Law Division, Union County.

16. COUNTERPARTS

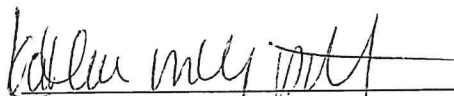
This Agreement may be executed in several counterparts and by facsimile signatures, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any Party executing by facsimile signature shall provide original copies as soon as reasonably practicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

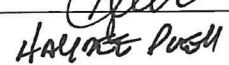
WITNESS/ATTEST:


By: Patricia Donahue, RMC, Township Clerk

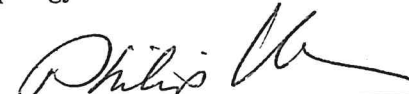
TOWNSHIP OF CRANFORD


By: Kathleen Miller Prunty, Mayor

WITNESS/ATTEST:


By: 

Topology NJ LLC


By: Philip Abramson
Principal, Topology NJ LLC



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-50

Award of Contract to the Firm Dynamic Traffic



RESOLUTION NO. 2022-50

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF DYNAMIC TRAFFIC, LLC TO PERFORM SPECIAL PROJECT ENGINEERING SERVICES

WHEREAS, there is a need for the City of Asbury Park (the “City”) to appoint a licensed Professional Special Project Engineer to perform certain professional special project engineering services (the “services”) for the City, for the time period from January 1, 2022 through December 31, 2022; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. (specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, on November 6, 2021, the City of Asbury Park solicited a request for qualifications (RFQ) for a licensed Professional Special Project Engineer; and

WHEREAS, the firm of Dynamic Traffic, LLC (also referenced as the “Firm”) of Lake Como, New Jersey, submitted the attached proposal to provide the necessary professional services to the City; and

WHEREAS, following review and evaluation of the proposals received, the Mayor and Council have determined to appoint the firm of Dynamic Traffic, LLC to serve as the Special Project Engineer for the City for calendar year 2022; and

WHEREAS, said appointment shall be subject to and contingent upon certification of adequate funding for the services by the City’s Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. That Dynamic Traffic, LLC (the “Firm”) is hereby appointed to perform professional special project engineering services for the City, for the time period from January 1, 2022 through December 31, 2022.

2. That this appointment is subject to and contingent upon certification of adequate funding for the services by the City's Chief Financial Officer.
3. That, subject to the provisions of Paragraph 2 above, the Mayor is hereby authorized to execute, and the City Clerk to attest, the contract between the City and the Firm for the aforementioned professional services, for the year 2022, which contract shall be in a form satisfactory to the Municipal Attorney and shall not exceed \$100,000.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Dynamic Traffic, LLC;
 - b. Donna M. Vieiro, City Manager;
 - c. JoAnn Boos, Chief Financial Officer;
 - d. Tracy Lizardi, Director of Purchasing; and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-50 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

Response to RFQ
Special Project Engineer



Submitted to:
Purchasing Agent
Attn: Tracy Lizardi
Municipal Plaza
Asbury Park, NJ 07712

November 30, 2021



1904 Main Street
Lake Como, NJ 07719
(732) 681-0760



Dynamic Traffic, LLC
1904 Main Street
Lake Como, NJ
T. 732.681.0760

November 30, 2021
Via Hand Delivery

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 0772

Attn: Tracy Lizardi, Purchasing Agent

**RE: Response to RFQ
Special Project Engineer**

Dear Ms. Lizardi,

Dynamic Traffic is pleased to provide this response to the City's request for proposal to provide traffic engineering consulting services for:

- **Streets and Roadway Improvements**
- **Traffic Safety and Traffic Engineering Analysis**

In response to your Request for Qualifications, I am enclosing one (1) original unbound hard copy and one (1) PDF copy on USB of our response, which outlines the most significant information regarding our firm, including the type of services we provide, our company history, biographies of key staff, and relevant experience.

Dynamic Traffic is a traffic engineering, and transportation planning consulting firm dedicated to providing our clients with full-service solutions for complex engineering and design projects. In order to achieve this objective, Dynamic Traffic draws upon our valuable resource of committed and experienced professionals to serve our clients in the public sector. Our vast transportation planning experience coupled with extensive traffic signal and general traffic engineering design capabilities makes Dynamic Traffic the premier choice for transportation related projects for the City. Dynamic Traffic's professionals will work closely with City professional staff to define the needs, and develop creative ideas to resolve the issues.

Thank you in advance for your time in reviewing our qualifications. We look forward to being of service to the City

Sincerely,

Dynamic Traffic, LLC

John McCormack, PE
Principal

File: T:\TRAFFIC PROPOSALS\DTTRAFFIC OPPORTUNITY DATA\NEW JERSEY\2021\Asbury Park - RFQ - Special Project Engineer\Letter of Transmittal.docx

www.dynamictraffic.com

Lake Como, NJ • Chester, NJ • Toms River, NJ • Newark, NJ • Newtown, PA • Philadelphia, PA

Bethlehem, PA • Allen, TX • Houston, TX • Austin, TX • Delray Beach, FL



FIRM PROFILE

Dynamic Traffic, LLC is pleased to submit our qualifications for RFQ Special Project Engineer to provide the following traffic engineering consulting services:

- **Streets and Roadway Improvements**
- **Traffic Safety and Traffic Engineering Analysis**

The assembled qualifications illustrate a talented team of traffic engineering professionals that has the experience, technical skillset and local knowledge of Asbury Park to support the City in its efforts moving forward this year. Our team of professionals has a long record of collaboration and successful completion of traffic engineering projects. This team is nimble which allows us to mobilize quickly, focus intently and respond immediately to the County's needs. This project will be led by Mr. McCormack who has 25+ years in the traffic engineering industry.

- ***We Know Asbury Park*** – Dynamic Traffic understands the transportation challenges facing a progressive and expanding City such as Asbury Park. We have completed numerous private development projects within the City over the years and believe that our knowledge of the City would bring value to a special project assignment. We are located just down the road (less than 3 miles south along Main Street in Belmar) and routinely find ourselves in Asbury for company functions or client meetings.
- ***Best Practices*** - Dynamic Traffic is a leader in the industry. We are well versed in the latest technologies, analysis tools, and design best practices being implemented throughout the state as well as other states nationwide. We have worked for numerous municipalities along the shore in Monmouth County (and for the County directly).
- ***Recognized Traffic Expert*** – Dynamic has successfully completed transportation related projects in almost every county of the state. We are currently servicing as the on-call consultant for numerous municipalities and counties throughout the state. We have the expertise and reputation with NJDOT to get projects approved at the state level. We have what it takes to get things done in the County accurately and efficiently.

Our unique attention to customer service and client satisfaction will ensure the City objectives are met. Our focus on providing traffic engineering services at a superior value will also help to ensure your project is successful and within budget. Traffic Services include:

- | | |
|--|---|
| • Traffic Impact Studies | • Traffic Count Program Design and Implementation |
| • Corridor Studies/Signal Progression | • Traffic Signal Warrant Analyses |
| • Traffic Signal Design | • Traffic Reviews |
| • Signing and Striping Design | • Accessible Curb Ramp Design |
| • Preparation of Traffic Control Plans | • Complete Streets Designs |
| • Downtown Parking Studies | |

Dynamic Traffic is a privately-held corporation established and incorporated in 2012 which has operated under the same name and management structure since the company's inception. Dynamic Traffic and the senior management maintain the proper engineering licensure. There are 13 Professional Engineers employed by Dynamic Traffic. The company, as well as the individuals who work for it, do not have any existing or pending ethics violations against them.

POINT OF CONTACT AND OFFICE LOCATIONS

Contact Person:

John McCormack, PE PTOE
Principal

P: 732.681.0760

F: 732.974.3521

E: jmcormack@dynamictraffic.com

W: www.dynamictraffic.com

Corporate Headquarters:

Dynamic Traffic, LLC
1904 Main Street
Lake Como, NJ 07719

Belmar

825 8th Avenue
 Belmar, NJ 07719

Chester

245 Main Street, Suite 110
 Chester, NJ 07930

Newark

50 Park Place, Mezzanine Level
 Newark, NJ 07102

Toms River

40 Main Street, 3rd Floor
 Toms River, NJ 08753

Lehigh Valley

95 Highland Avenue, Suite 170
 Bethlehem PA 18017

Newtown

826 Newtown Yardley Road, Suite 201
 Newtown, PA 18940

Philadelphia

1515 Market Street, Suite 1920
 Philadelphia, PA 19102

Delray Beach

100 NE 5th Avenue, Suite B2
 Delray Beach, FL 33483

Austin

901 Mopac Expressway South
 Barton Oaks Plaza One, Suite 300
 Austin, TX 78746

Dallas

714 S. Greenville Avenue, Suite 100
 Allen, TX 75002

Houston

6925 Portwest Drive, Suite 100
 Houston, TX 77024



John McCormack is a Principal at Dynamic Traffic. Mr. McCormack holds a license in Professional Engineering in New Jersey and New York as well as a certification as a Professional Traffic Operations Engineer.

John has over 25 years of experience working on various traffic engineering and transportation planning projects for both private clients and public agencies. Mr. McCormack is responsible for the management of the civil engineering and traffic engineering aspects of the transportation improvement projects. These projects involve all aspects of traffic calming, traffic signal design, bicycle and pedestrian safety, and on-street parking. Mr. McCormack also performs traffic impact studies, NJDOT access studies, major event traffic/pedestrian planning, and parking studies. Mr. McCormack serves as the traffic consultant to various municipalities, planning and zoning boards, and counties. He also prepares traffic & pedestrian management plans for major event venues and Amazon Fulfillment Centers across the country.

Licenses:

- New Jersey Professional Engineer License
- New York Professional Engineer License
- Professional Traffic Operations Engineer

Education:

- Villanova University, Bachelor of Science, Civil Engineering, 1994

Agency Experience:

- North Jersey Transportation Planning Authority
- Port Authority of New York and New Jersey
- Ocean County Division of Engineering
- Essex County Division of Engineering
- Monmouth County Division of Engineering
- Morris County Division of Engineering

Project Experience:

▪ **Township of Maplewood – On Call Traffic Engineering**

Project Manager responsible for managing all aspects of the traffic engineering on-call contract with the township engineer. His duties specifically include township traffic engineering projects such as traffic calming, corridor efficiency and signal synchronization, on-street parking, pedestrian safety, signage and striping, etc. To date we have completed the following traffic engineering related tasks for the township.

- Maplewood Avenue at Jefferson Avenue – ADA Evaluation and compliance recommendation
- Prospect Street at Sommer Avenue – Traffic Calming and Curve Safety Improvement
- Oakland Road – Corridor Traffic Calming and Intersection Organization Improvement
- Prospect Street and Tuscan Road – Signalized Intersection update and ADA/MUTCD compliance
- Prospect Street – Corridor Traffic Calming and Pedestrian Safety Improvement
- Boyden Avenue – Resurfacing, Signing and Striping
- Burnett Avenue – Corridor Traffic Calming and Pedestrian Safety Improvement
- Prospect and Harvard – AWSC Evaluation and Design
- Springfield Avenue – Mid-Block Crosswalk Evaluation and Design
- Maplewood and Jefferson – AWSC and Sight Distance Evaluation
- DeHart Park – Parking Lot Improvement Design

Agency Experience Continued:

- Borough of Allenhurst
- Bloomfield Township
- Denville Township
- City of East Orange
- City of Elizabeth
- City of Jersey City
- City of Newark
- Maplewood Township
- Millburn Township
- Montclair Township
- Neptune Township
- Sea Girt Borough
- Stafford Township
- Toms River Township
- Woodbridge Township

Expert Testimony:

Mr. McCormack has testified before dozens of boards throughout the State of New Jersey. He regularly provides traffic and parking testimony at Land Use Boards in support of his client's projects.

Employment History:

- 2018 – Present Dynamic Traffic, LLC
Principal
- 2010 – 2018 Sam Schwartz, Transportation Consultants
Director of Traffic Engineering
- 1994 – 2010 CMX/Schoor DePalma

Event Traffic Planning Experience:

- Red Bull Arena
- Paper Mill Playhouse
- Nassau Coliseum
- NJ Performing Arts Center
- MetLife Stadium
- Wrigley Field
- Soldier Field
- Seat Geek Stadium
- Nationals Park
- NY Road Runners Queens 10K
- Pope Francis' 2015 Visit to Philadelphia
- Amazon Fulfillment Centers

- **City of Elizabeth – On-Call Traffic Engineering**

Project Manager responsible for managing all aspects of the traffic engineering on-call contract with the City. Projects have been coordinated with the City administrator, city engineer and the traffic safety division of the police department. His duties specifically include township traffic engineering projects such as traffic calming, corridor efficiency and signal synchronization, on-street parking, pedestrian safety, signage and striping, etc. To date we have completed the following traffic engineering related tasks for the city.

- Elizabeth Avenue at Bridge Street – Intersection Safety and Efficiency Evaluation
- East Jersey Street and Winfield Scott Plaza – Intersection/Pedestrian Safety Evaluation
- Garden Street – Traffic Calming Evaluation
- Bayway Avenue – Improvements and LFIF Grant Assistance

- **Neptune - Jumping Brook Road – Traffic Calming and Safety Improvements**

Project Manager responsible for the comprehensive evaluation of the corridor and design of traffic calming solutions which will improve intersection safety, lower vehicle speeds and improve the safety for all users (vehicular, bicyclist and pedestrian). These traffic calming solutions are focused at the main contributing issues of vehicular volume, cut through traffic, vehicle speed as well as excessive lane width, lack of shoulders, lack of sidewalks and curving geometry. The plan utilizes a combination of intersection curb extensions, raised intersections, raised crosswalks, sidewalks, bicycle facilities, pavement markings, and signage.

- **Commercial Corridor Evaluation - Main Street, East Orange**

Project Manager responsible for conducting a traffic study, parking study and safety evaluation of Main Street (Dr. Martin Luther King Jr. Boulevard) adjacent to the Brick Church Train Station in the City of East Orange. Collected traffic volumes and turning movement counts, observed and analyzed the existing conditions of the roadway corridor and intersections, and analyzed proposed conditions with on-street parallel parking and safety improvements in place. Main Street currently experiences vehicle speeding and pedestrian crossing safety issues. The evaluation identified strategies that could improve the safety of the corridor by reducing vehicle speeds, improving pedestrian safety while increasing the on-street parking supply.

- **Downtown Parking Management Plan – Denville Township, Morris County, NJ**

Project Manager responsible for the preparation of a downtown parking evaluation for the Downtown Denville Business Improvement District (BID) to identify strategies to best satisfy current and future parking needs for all users (shoppers, employees, commuters, etc.) within the Township's downtown area. The project began with detailed inventory of available parking spaces in the study area. The total parking supply, consisting of close to 1,000 spaces, included a combination on-street parking, municipal parking lots, time limits, permit only spaces, parking meters, etc. which were individually categorized and assessed. Parking counts were conducted between morning and evening hours on both weekday and weekend days to identify peak parking demand. Additionally, these counts included license plate surveys on an individual space-by-space basis to identify typical parking duration / turnover characteristics that are critical in downtown areas. A comprehensive report was prepared which included detailed analysis figures (duration/turnover analyses, parking demand heat mapping, etc.), findings, and recommendations such as upgraded parking technology, proper allocation of public/reserved spaces, wayfinding signage, and improved pedestrian circulation.

- **Monmouth County - Kozloski Road Corridor Improvements, Freehold**

Project Manager responsible for the design of traffic signal upgrades along Kozloski Road at the Monmouth County Complex in Freehold Township. The intersection of Burlington Road/County Complex was upgraded and the traffic signal replaced and a new traffic signal was designed for the intersection with the County Career Center. The project began with the preparation of a traffic signal warrant analysis to justify the need for the new traffic signal at the County Career Center driveway as well as a detailed evaluation of the crash history. A temporary span wire traffic signal was designed for the County Career Center driveway in order to ensure that a traffic signal would be operational prior to the first day of school. A full bid document package was completed for the project which included the plan set, timing directive, specifications, cost estimate and engineer's design certification.

- **Monmouth County - Phalanx Road Roundabout Analysis and Alternatives Assessment, Middletown**

Project Manager responsible for the traffic study to assess the existing operation of the intersection of Phalanx Road and the Brookdale Community College driveway (Campus Drive) and to provide an analysis of various roundabout alternatives. The study evaluated the existing intersection safety concerns that have been raised by the township (officials/residents) and Brookdale Community College (students/staff) and provided an analysis of the current intersection operation, discussion of the observed/identified safety concerns, evaluation of various roundabout design alternatives, and provision of a roundabout design recommendation.

- **Rutgers University – Bike Lanes - Washington Street and University Avenue, Newark**

Project Manager who worked with Rutgers University (Newark campus) to design bicycle facilities along both Washington Street and University Avenue as they extend through the heart of the campus. Responsible for developing the civil/traffic engineering aspects of the roadway restriping of the travel lanes, parallel parking areas and a dedicated bike lane. The revision to the roadway striping provides improved direction to the motorists, increases the parallel parking supply along the corridor and provides a dedicated bike lane (with a buffer to separate the bicycles from the vehicular traffic).

CA-20

S14E21036

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

JOHN M. MC CORMACK
200 HANCE ROAD
Fair Haven NJ 07704

FOR PRACTICE IN NEW JERSEY AS A(N): **Professional Engineer**

03/09/2020 TO 04/30/2022
 VALID

24GE04170100
 LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

New Jersey Office of the Attorney General
 Division of Consumer Affairs
 THIS IS TO CERTIFY THAT THE
 Board of Prof. Engineers & Land Surveyors
 HAS LICENSED
JOHN M. MC CORMACK
 Professional Engineer

03/09/2020 TO 04/30/2022
 VALID

24GE04170100
 License/Registration/Certificate #

SIGNATURE

ACTING DIRECTOR

PLEASE DETACH HERE
 IF YOUR LICENSE/REGISTRATION/
 CERTIFICATE ID CARD IS LOST
 PLEASE NOTIFY:
 Board of Prof. Engineers & Land Surv
 P.O. Box 45015
 Newark, NJ 07101

PLEASE DETACH HERE



CLIENT REFERENCES

Joe Ettore

Monmouth County Engineering
(732) 431-7760
engineer@co.monmouth.nj.us
Hall of Records Annex
One East Main Street
Freehold, NJ 07728

Mark Jehnke

Ocean County Engineering
(732) 929-2130
mjehnke@co.ocean.nj.us
129 Hooper Ave, 3rd Fl
Toms River, NJ 08753

Debra Dellagiacoma

Morris County Engineering
(973) 285-6755
ddellagiacoma@co.morris.nj.us
10 Court St, 5th Fl
Morristown, NJ 07963

Paul Kittner

Township of Maplewood Engineer
(973) 762-8120
engineer@twp.maplewood.nj.us
574 Valley St
Maplewood, NJ 07040

Daniel Loomis

City of Elizabeth Engineer
(908) 820-4269
dloomis@elizabethnj.org
50 Winfield Scott Plaza
Elizabeth, NJ 07201

Gerry Maceira

Township of Hanover Engineer
(973) 428-2488
gmaceira@hanovertownship.com
1000 Route 10
PO Box 250
Whippany, NJ 07981

City of Asbury Park

PROPOSAL DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Acknowledgment of Receipt of Addenda	Jm'
☒	Mandatory Affirmative Action Language	Jm'
☒	New Jersey Anti-Discrimination	Jm'
☒	Americans with Disabilities Act of 1990 Language	Jm'
☒	Stockholder Disclosure Certification Statement of Ownership	Jm'
☒	Proof of Business Registration	Jm'
☒	Disclosure of Investment Activities in Iran	Jm'
☒	Election Contributions Disclosure Notification Form	Jm'
☒	Non-Collusion Affidavit	Jm'
☒	W-9 Form	Jm'
☒	Political Contributions Disclosure Form	Jm'
☒	Sworn Statement by Professional Services Provider	Jm'
☒	Ethics Statement	Jm'

Attachment: Dynamic Traffic (2022-50 : Dynamic Traffic Special Projects Engineer Appointment 2022)

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
------------------------	--------------	---

NONE

No addenda were received: ☒

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name of above: _____
(Print or Type)

Title: _____

Date: _____

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
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 or sex. Except with respect to affectional or sexual orientation, 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 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 for the 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 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 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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Dynamic Traffic, LLC
PRINT NAME: John McCormack, PE
DATE: 11/30/21

SIGNATURE: 
TITLE: Principal

Attachment: Dynamic Traffic (2022-50 : Dynamic Traffic Special Projects Engineer Appointment 2022)

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).


Signature

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



Signature

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Dynamic Traffic, LLC

- ☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •
- OR**
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|---|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☒ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☐ Subchapter S Corporation | ☐ Non-Profit | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Nick Verderese
 Home Address: _____
108 Warbler Way, Freehold, NJ 07728

Name: Dynamic Engineering Consultants, PC
 Home Address: _____
1904 Main Street, Lake Como, NJ 07719

Name: Jeff Spalt
 Home Address: _____
68 Virginia Ave, Manasquan, NJ 08736

Name: John Palus
 Home Address: _____
56 Inlet Terrace, Belmar, NJ 07719

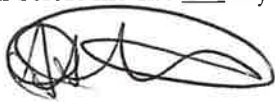
Name: Joe Jaworski
 Home Address: _____
51 Hillside Rd, Chester, NJ 07930

Name: _____
 Home Address: _____

Subscribed and sworn before me this 30 day of
November, 21.

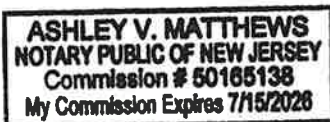
(Notary Public)

My Commission expires:




 (Affiant)
John M. Cormack, Principal
 (Print name & title of affiant)

(Corporate Seal)



Attachment: Dynamic Traffic (2022-50 : Dynamic Traffic Special Projects Engineer Appointment 2022)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DYNAMIC TRAFFIC LLC

Trade Name:

Address: 1904 MAIN STREET
LAKE COMO, NJ 07023

Certificate Number: 1696973

Effective Date: June 07, 2012

Date of Issuance: January 02, 2018

For Office Use Only:

20180102152822035

Attachment: Dynamic Traffic (2022-50 : Dynamic Traffic Special Projects Engineer Appointment 2022)

Disclosure of Investment Activities in Iran

Bidder Name: Dynamic Traffic, LLC

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the *<name of contracting unit>* is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the *<reference to contracting unit>* to notify the *<reference to contracting unit>* in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the *<name of contracting unit>* and that the *<reference to contracting unit>* at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): John McCormack, PE

Title: Principal

Signature: 

Date: 11/30/21

Attachment: Dynamic Traffic (2022-50 : Dynamic Traffic Special Projects Engineer Appointment 2022)

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27**, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Vendor's Representative
Signature of Acknowledgement

11/30/21

Date of Acknowledgement

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Monmouth

SS:

I, John McCormack residing in Belmar
 (name of municipality) (name of affiant)
 in the County of Monmouth and State of New Jersey
New Jersey of full age, being duly sworn according to law on my oath depose
 and say that:

I am a Principal of the firm of Dynamic Traffic, LLC
 (Title or position) (Name of firm)

Dynamic Traffic, LLC the bidder making this Proposal for the bid
 entitled RFQ - Special Project Engineer, and that I executed the said proposal with
 (title of bid proposal)
 full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
 participated in any collusion, or otherwise taken any action in restraint of free, competitive
 bidding in connection with the above named project; and that all statements contained in said
 proposal and in this affidavit are true and correct, and made with full knowledge that the
City of Asbury Park relies upon the truth of the statements
 (name of contracting unit)
 contained in said Proposal
 and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
 secure such contract upon an agreement or understanding for a commission, percentage,
 brokerage, or contingent fee, except bona fide employees or bona fide established
 commercial or selling agencies maintained by
Dynamic Traffic, LLC.

Subscribed and sworn to

before me this day November 30,

21



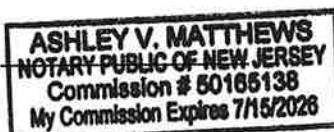
 Signature

John McCormack, PE

(Type or print name of affiant under
signature)
Ashley Matthews Notary
 public of

My Commission expires

(Seal)



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Dynamic Traffic, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1904 Main Street

6 City, state, and ZIP code

Lake Como, NJ 07719

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 5 - 4 4 9 8 9 1 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Jennifer Cohn

Date ► 10/25/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name:	Dynamic Traffic, LLC
--------------	----------------------

Address:	1904 Main Street
----------	------------------

City:	Lake Como
-------	-----------

State: NJ

Zip: 07719


Signature

John McCormack, PE

Printed Name _____

Principal

Title

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the City of Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that my family, my firm or I has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

Dynamic Traffic, LLC

Firm's Name



Signature

John McCormack, PE

Print Name

Principal

Title

Subscribed and sworn to before me this

30 day of November, 2021.



Notary Public

**ASHLEY V. MATTHEWS
NOTARY PUBLIC OF NEW JERSEY
Commission # 50165138
My Commission Expires 7/15/2026**

Attachment: Dynamic Traffic (2022-50 : Dynamic Traffic Special Projects Engineer Appointment 2022)



Dynamic Traffic, LLC
1904 Main Street
Lake Como, NJ
T. 732.681.0760

November 30, 2021
Via Hand Delivery

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 0772

Attn: Tracy Lizardi, Purchasing Agent

**RE: Response to RFQ
Special Project Engineer
Ethics Statement**

Dear Ms. Lizardi,

Dynamic Traffic and the individuals that work for the organization do not have any pending or active ethics violations against them.

Sincerely,

Dynamic Traffic, LLC

A blue ink signature of John McCormack, PE, Principal.

John McCormack, PE
Principal

File: T:\TRAFFIC PROPOSALS\DTTRAFFIC OPPORTUNITY DATA\NEW JERSEY\2021\Asbury Park - RFQ - Special Project Engineer\Ethics Statement.docx

www.dynamictraffic.com

Lake Como, NJ • Chester, NJ • Toms River, NJ • Newark, NJ • Newtown, PA • Philadelphia, PA

Bethlehem, PA • Allen, TX • Houston, TX • Austin, TX • Delray Beach, FL



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-51



RESOLUTION NO. 2022-51

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF ARH, INC. TO PERFORM SPECIAL PROJECT ENGINEERING SERVICES

WHEREAS, there is a need for the City of Asbury Park (the “City”) to appoint a licensed Professional Special Projects Engineer to perform certain professional special project engineering services (the “services”) for the City, for the time period from January 1, 2022 through December 31, 2022; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. (specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, on November 6, 2021, the City of Asbury Park solicited a request for qualifications (RFQ) for a licensed Professional Special Project Engineer; and

WHEREAS, the firm of ARH, Inc. (also referenced as the “Firm”) of Hammonton, New Jersey, submitted the attached proposal to provide the necessary professional services to the City; and

WHEREAS, following review and evaluation of the proposals received, the Mayor and Council have determined to appoint the firm of ARH, Inc. to serve as the Special Project Engineer for the City for calendar year 2022; and

WHEREAS, said appointment shall be subject to and contingent upon certification of adequate funding for the services by the City’s Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. That ARH, Inc. (the “Firm”) is hereby appointed to perform professional special project engineering services for the City, for the time period from January 1, 2022 through December 31, 2022.
2. That this appointment is subject to and contingent upon certification of adequate

funding for the services by the City's Chief Financial Officer.

3. That, subject to the provisions of Paragraph 2 above, the Mayor is hereby authorized to execute, and the City Clerk to attest, the contract between the City and the Firm for the aforementioned professional services, for the year 2022, which contract shall be in a form satisfactory to the Municipal Attorney and shall not exceed \$100,000.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. ARH, Inc.;
 - b. Donna M. Vieiro, City Manager;
 - c. JoAnn Boos, Chief Financial Officer;
 - d. Tracy Lizardi, Director of Purchasing; and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-51 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

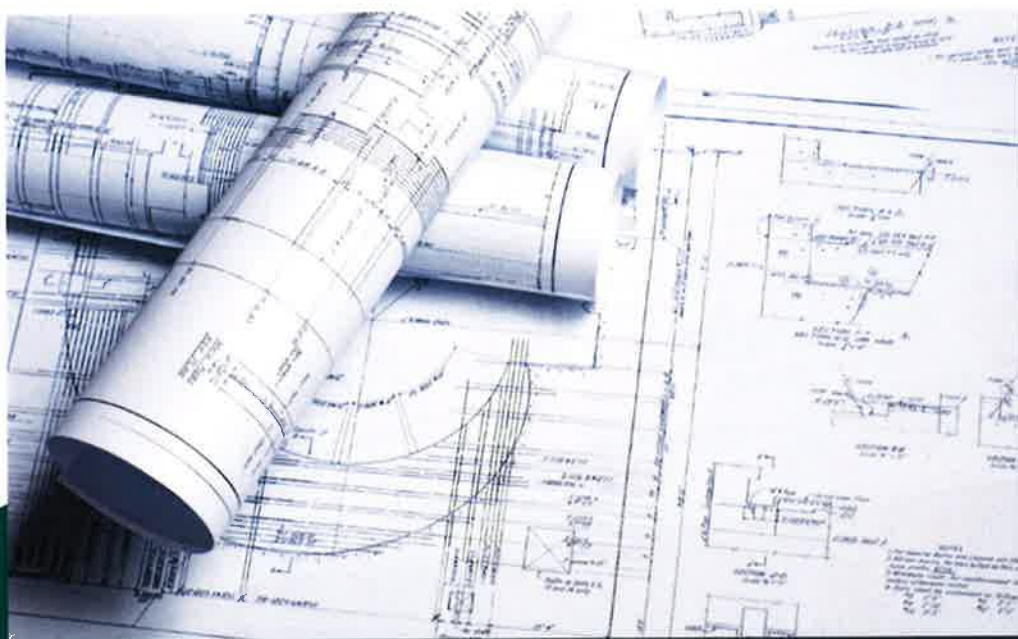
CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



City Of
ASBURY PARK
New Jersey

SPECIAL PROJECTS ENGINEER



NOVEMBER 30th, 2021

ORIGINAL



Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)



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- About ARH Associates, Inc.
- Principal Contact Information
- Office Locations
- Overview of Our Services

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- Key Personnel / Staff Summary
- Professional Resumes & Licenses

SECTION 3 PAST PERFORMANCE & REFERENCES

- Various Projects & Experiences
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- New Jersey Anti-Discrimination
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- Non-Collusion Affidavit
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- Sworn Statement by Professional Services Provider
- Ethics Statement

SECTION 1 COMPANY INFORMATION



ABOUT THE FIRM

Adams, Rehmann & Heggan Associates (ARH) is an award-winning multi-disciplined engineering firm in Hammonton, New Jersey with more than 40+ years of experience representing the public and private sectors. We are a 3rd generation family-owned firm with a proven reputation of providing the highest level of technical expertise, responsiveness, and attention to detail.

ARH traces its roots to a two-car garage in Hammonton, where Earl Rehmann and John Adams began the Company in the 1930's. The company has since grown and in the 1970's, what was then Adams-Rehmann, merged with prominent land-surveyor Reuben Heggan, to form what is now present-day Adams, Rehmann, and Heggan. Since the 1970's Earl's son, Chris, and Reuben's sons, Richard and Robert, continued the tradition and grew the company into a regional provider of engineering, surveying, planning and environmental services. In 2012, Chris's son, Richard Rehmann, was named President of the firm and has continued the growth throughout the region.

NAME OF THE FIRM: Adams, Rehmann, and Heggan Associates, Inc. (ARH)
ADDRESS OF THE FIRM: Corporate Headquarters
 215 Bellevue Avenue, PO Box 579
 Hammonton, NJ 08037
 T | 609.561.0482
 F | 609.567.8909

PRINCIPAL CONTACT INFORMATION



Richard Rehmann, President
 215 Bellevue Avenue, Hammonton, NJ 08037

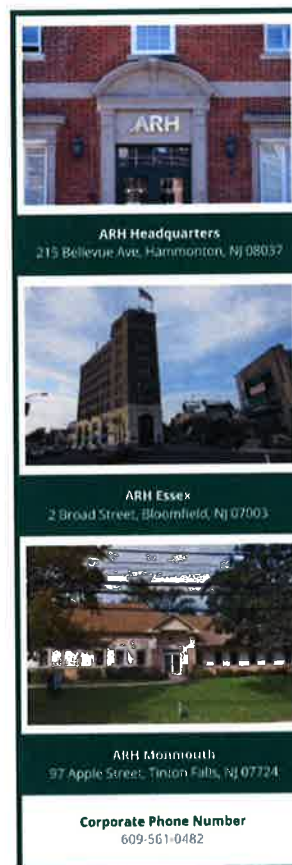
P | 609.561.0482
F | 609.567.8909
E | RRehm@arh-us.com

FACILITIES OF THE FIRM

ARH has three (3) offices strategically located across New Jersey. Our offices are conveniently located minutes away from the Atlantic City Expressway and Garden State Parkway.

- Hammonton (Atlantic)
- Bloomfield (Essex)
- Tinton Falls (Monmouth)

Special Project Engineering services for the **City of Asbury Park in 2022** will be provided from our Hammonton office.



SECTION 1 COMPANY INFORMATION



OVERVIEW OF OUR SERVICES

For decades, ARH has upheld one clear mission: ***to provide unsurpassed engineering, planning and surveying service that improves the environment through sustainable design.***

We have a recognized expertise in all of the following areas of service:

- Civil Engineering, Site Design & Planning
- Municipal & Land Use Representation
- Environmental Assessments
- Preliminary Investigations & Site Remediation
- Site Analysis & Schematic Design
- Bridge, Dam & Structural Engineering
- Regulatory Compliance & Permitting
- Landscape Architecture
- Land & Marine Surveying
- GIS Mapping
- Redevelopment Planning & Engineering
- Traffic & Parking Engineering/Assessment
- Construction Management & Inspection
- Cost Estimating & Preparation of Construction Documents
- Grant Writing & Funding Acquisition



SECTION 1 COMPANY INFORMATION



MUNICIPAL / CIVIL ENGINEERING

ARH has a long history of municipal representation within the local community. Our wide range of Municipal Engineering Services include preparation of design plans and contract bidding documents for public works projects, stormwater and floodplain management, and construction administration and inspection.

ARH has extensive experience and expertise when it comes to civil engineering. We provide complete services for facilities and infrastructure design including roadways, stormwater management systems (BMPs), water distribution systems, sanitary sewer systems, conveyance and detention systems; regional flood studies; stream bank stabilization; road construction and reconstruction; dams and reservoirs; utility construction, and park and athletic field design.

Additional services include:

- Stormwater
 - Floodplain Management
 - Culvert Design
 - BMPs
- Road Improvements
 - Road Maintenance Programs
 - Plans & Specifications
 - Bidding/Construction Administration / Inspection
- Professional Engineering Review, Consulting, Representation
- Parks and Recreation
 - Master Planning
 - Plans & Specifications
 - Active and/or Passive Recreational Facilities
 - Landscaping Plans
- Environmental Services
 - Permitting
 - Wetland Delineation
- Land Survey
 - As-Built Survey
 - Boundary, Topographic, Riparian, and Marine

STORMWATER MANAGEMENT

ARH is well versed in overseeing stormwater best management practice design, permitting, and construction oversight as we have designed hundreds of stormwater management detention and retention basin facilities throughout the tri-state region.

Our stormwater management projects include stream bed and bank stabilization, dams, detention and infiltration basins, stream encroachment delineations, culvert designs, water quality basins and stormwater management ordinances.

ARH delivers a comprehensive range of technical expertise to address a wide variety of stormwater and H&H needs, including permitting, seepage and flow net analysis, hydrogeology, water quality analysis, dam break analysis, and erosion protection.

ARH represents state, county, municipal, and utility authority clients as well as those in the private sector. Our designs have been regularly approved by the NJ Pinelands Commission, CAFRA, NJDEP and the Philadelphia Water Department.



SECTION 1 COMPANY INFORMATION



PLANNING

ARH's multi-disciplinary approach blends the expertise of our Professional Planning and Engineering staff, Licensed Landscape Architects, Environmental Scientists and Permitting Specialists to provide Policymakers with the broad scope of information necessary to make informed decisions. This includes evaluation of the programmatic requirements of various municipal, educational and other public-sector functions, identification of appropriate land resources to address these programmatic needs, development of facility concepts and threshold (as well as in-depth) environmental evaluation, permitting requirements and related analyses to insure a sound regulatory basis for these concepts.

ARH's planning services include site development projects from initial site investigations and feasibility studies through completed drawings and the construction phase. These services include physical site analyses, ordinance reviews, preparation of a land development plan and documents, landscape architecture, stormwater management, erosion control, utility design, permit applications and construction support.

Planning & Site Design Services include:

- Feasibility Studies/Yield Analysis
- Site Design
- Grading Design
- Erosion and Sediment Control Designs
- Utility Layout
- Landscape Design
- Streetscape Design
- Construction Specifications
- Landscape Architecture Design



ARH has served as the planners and engineers for numerous municipal planning boards, zoning boards, and utilities authorities statewide. We understand the dynamics of changing municipal demographics and fiscal needs. We work closely with municipal officials to develop the optimum balance of effective land use including commercial, residential, active and passive recreation, and natural resource preservation. We achieve community consensus which assures in-depth public input and visioning in decisions impacting their community.

Our general planning services include:

- Performing all the planning work required in the capacity of Municipal Planning Board and Zoning Board Planner.
- Attending all regular and special meetings of Planning and Zoning Boards.
- Assisting the governing body in redevelopment projects.
- Providing specific planning advice and assistance to the Board as requested.
- Preparing special planning studies, reports and documents.
- Reviewing subdivisions and site plans including preparation of written reports setting forth compliance with municipal ordinances and accepted planning and design practices.
- Providing inspection services of development projects to assure compliance with Board requirements and approvals.

SECTION 1 COMPANY INFORMATION



LAND DEVELOPMENT AND LAND USE PLANNING

ARH's experience in this area includes siting analyses for various types of parks (ranging from corner vest-pocket parks to large recreation fields and open spaces (including environmentally sensitive conservation and riparian lands), schools (including those in densely-populated urban environments), and other uses in both CAFRA and Pinelands areas.

LAND PURCHASE EVALUATION REPORTS

Our Professional Planning staff has considerable experience in developing and maintaining GIS-based inventories of municipally-owned lands and in evaluating such properties for marketability. Finally, we have developed a unique approach for streamlining marketing, sale and local land use permitting of municipally-owned lands.

LANDSCAPE ARCHITECTURE

Landscape architecture is the analysis, planning, design and management of both natural and built environments. Our landscape architecture design services encompass parks and recreation projects, streetscapes, and conservation and preservation. Projects include streetscapes, parks, higher education campuses, athletic fields, and more, along with their associated improvements such as drainage, irrigation and lighting.

Our landscape architects work with our civil engineers as part of the design team for residential subdivisions, office and commercial centers, hotel development, industrial facilities and school site planning.



ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 1 COMPANY INFORMATION



ENVIRONMENTAL

ARH has developed a reputation as a leader in the environmental field. Our team of engineers, scientists, and planners implement state of the art remedial technologies for public and private sector clients throughout New Jersey.

ARH works to responsibly manage environmental risk and respond appropriately to the concerns of the public, private and regulatory sectors. Our Environmental department's experience with redevelopment projects includes providing property demolitions, asbestos abatement, hazardous remediation and UST design and remediation services. Related services include environmental site assessments, groundwater remediation, hazardous waste management, closure plans, site clean-up, and wetlands investigations.

We partner with regulatory and environmental protection agencies to understand the best practices for solid and hazardous waste management, endangered species, wetland delineations, landfills, and more. The result of a successful environmental project shows a commitment and dedication to the environment and the people who live in it.

Services include:

- Phase I & Phase II Environmental Site Assessments (ESAs)
- Groundwater and Surface Water Studies
- Underground Storage Tank (UST) Removals
- UST Upgrades and Installations
- Environmental Impact Statements (EIS)
- Site Assessments, Site Audits, and Preliminary Assessments (PAs)
- Site Investigations (SIs)
- Remedial Investigations (RIs)
- Remedial Action Workplans (RAWs)
- Engineering Controls (In-situ Capping, Etc.)
- Institutional Controls (Deed Notices & Classification Exception Areas)
- Quality Assurance/ Quality Control (QA/QC) Plans
- Wetlands Delineation & Flood Plain Studies
- Landfill Closure Plans
- Wastewater Treatment Plant Designs



ARH's Environmental Team has:

- Installed 100+ monitoring wells
- Performed more than 400 aquifer analyses
- Removed/provided maintenance for 50+ storage tanks
- Performed hundreds of soil & groundwater remedial projects

SECTION 1 COMPANY INFORMATION



PERMITTING

ARH's Environmental Planning division provides a full range of permitting services to a variety of private and public sector clients.

New Jersey is the nation's second most stringent State for permitting, so ARH fully understands the complexity of the process and has developed an excellent rapport with various regulatory staffers throughout numerous reviewing agencies. Our reputation for meeting the needs of all parties involved in the permitting process is unparalleled.



Our staff has years of experience in scheduling, and preparation of applications for local, state and federal permits, licensing agreements, and construction approvals encompassing a wide variety of project evaluation and permitting approaches. ARH's team is skilled in all areas of agency negotiation, alternatives analysis, critical path management, permit strategy development, permit applications, and Environmental Impact Report and Statements.

Our successes have placed ARH at the forefront of the permitting sector, as we continue to deliver approvals for our clients.

Over the last five years, ARH has secured permits and approvals from agencies including:

- Bureau of Safe Drinking Water
- CAFRA
- Delaware & Raritan Canal Commission
- Department of Environmental Protection (NJ, PA, DE)
- Department of Transportation (NJ, PA, DE)
- Erosion and Sediment Control
- Wetlands/LOI
- Fire Commissions
- HOP (Highway Occupancy Permit)
- MUA (sewer & water)
- NJ Highlands
- NJ Meadowlands Commission
- NJ Pinelands Commission
- NPDES
- Philadelphia Water Department (PWD)
- PNDI (Pennsylvania Natural Diversity Inventory)
- Shade Tree Commissions
- Soil Conservation District
- State Historic Preservation Office
- Stream Encroachment Permits
- Transition Area Waiver
- Treatment Works Approval
- Water Obstruction and Encroachment
- Waterfront Development Permit

SECTION 1 COMPANY INFORMATION



CONSTRUCTION MANAGEMENT

ARH provides construction inspection services and construction management services for highway, bridge, sewer, water main and municipal projects of diverse scope and complexity. Our inspectors are certified in NICET (highway construction) and skilled in the comprehensive project documentation required by Federal Aid and NJDOT projects.



Construction Management Services include:

- Construction Management
- Construction Inspection
- Commercial Construction Management
- Construction Project Management Schedule Monitoring
- Federal, State and Municipal Project Management and Documentation
- Community Relations (Interpersonal, Website Development and Maintenance, Media)

As a leader in construction management and inspection services, ARH has consistently provided our clients with safe, efficient, and cost productive engineering services on projects varying in size and scope. From rural highways to City streets, ARH has the personnel, resources, and experience to deliver outstanding performance.

Our team of construction professionals provides dependable, attentive construction management, administration, and inspection services for roads, bridges, parks, sewer/water main, bulkheads/marinas, buildings and municipal projects. On any construction administration assignment, we realize that our responsibility is to ensure that the project is constructed in accordance with plans and specifications while expectations for cost control, schedule and quality are met.

Our Construction Management services provide project administration and oversight for a variety of projects.

- We coordinate with our clients to provide a public bid in accordance with public bidding laws. This includes the advertisement of the bid, answer questions/issue addendums during the appropriate bidding period, administer a pre-bid conference (as needed), and conduct the public bid opening, when applicable.
- Once the bids are received, we perform a full evaluation of the bids, submit a summary, and provide a recommendation of award.
- Prior to the award recommendation, ARH will check the references and qualifications of the lowest bidder.
- Once the award is made, ARH will assist with the execution of the contract documents.
- Following the execution of the contract documents, we will coordinate a pre-construction meeting and issue a notice to proceed.
- ARH will review and coordinate the contractor's RFIs, change requests, shop drawings, cut sheets, pay requests, field changes, and any change orders for the duration of construction.

SECTION 1 COMPANY INFORMATION



- Daily on-site inspections will be performed as work progresses. We will provide reports on quantities installed, traffic control, man power, issues encountered, and site safety, among other items.
- Schedule of activities will be reviewed periodically to ensure the project schedule is being maintained.
- Progress reports are periodically provided to the client, stating progress to date, any issues encountered, and any decision required.
- Throughout the life of the project, value engineering opportunities are evaluated.

Other tasks include public information sessions, documented pictorial reports pre-construction, and the coordination with the traffic control coordinator, as needed. When the project reaches 75% completion, a punchlist is issued. Upon the completion of the punchlist,

ARH provides a closeout letter to the contractor requesting final payment, maintenance bond, and applicable close-out documentation. It is standard practice to record the date of completion and inspect the site prior to the expiration of the maintenance bond.

TRAFFIC ENGINEERING

ARH traffic engineering services include planning, geometric design and review of traffic analysis reports for a variety of roadway, intersection and parking applications. Our traffic planners design efficient circulation patterns, set clear sight lines, integrate parking layouts within the framework of the project, and coordinate signalization design with our consultants.

Our consultant services include signal and intersection improvements, impact studies and regional analysis; including warrants for protected turning movements and signals.

TRAFFIC STUDIES

ARH has been involved in a number of projects both public and private that have required Traffic Engineering Studies. On a municipal level, we have worked on Municipal Buildings and Recreational Complexes that required Traffic Impact Studies to satisfy the NJ Pinelands Commission and County Agencies.



In our capacity as Planning Board and/or Zoning Board Engineer in the communities we represent, we have been asked to review Traffic Studies as part of the site plan approval process. Privately we have successfully designed dozens of housing developments over the past 10 years; a majority of which required Traffic Engineering Studies in order to obtain the applicable approvals on the local, state and/or county levels of government.

SECTION 1 COMPANY INFORMATION



ROADWAY / HIGHWAY

ARH is proud to manage multi-year municipal road improvement programs for a number of ARH clients, as our team has designed and oversaw heavy construction of hundreds of miles of roadway.

Our projects involve road design and construction, infrastructure improvements, stormwater management, NJDOT permitting, and construction management.

ARH consults with local officials, public works, emergency management, school boards, local business leaders and residents who will be affected by construction. Many of our clients are in the middle of multi-year plans and are experiencing the success of the program.



Transportation Services include:

- Roadway & Utility Design
- Road Construction
- Sidewalk Replacement
- Traffic Calming
- Bike Paths
- Stormwater Management
- NJDOT Permitting
- Construction Inspection
- Construction Management
- ROW Survey
- Topographic Survey
- Construction Layout
- As-built Surveys

GUIDERAIL IMPROVEMENTS

ARH has decades of experience designing road and guiderail improvements to improve high-volume traffic flow. We perform all roadway and guiderail design in compliance with:

- NJDOT Standard Specifications for Road/Bridge Construction
- NJDOT Design Manual for Roadways
- Geometric Design of Highways & Streets (AASHTO)
- FHWA Manual on Uniform Traffic Control Devices (UTCD)
- NJU Stormwater Best Management Practices Manual
- NJDOT State Aid Handbook



ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 1 COMPANY INFORMATION



BRIDGES / STRUCTURES

At ARH, our structural engineering experiences have expanded to the design and analysis of both existing and proposed structures including bridges, culverts, buildings, industrial plants, parking facilities and other infrastructure. Design projects have ranged from dams to multi-story buildings and have involved the structural evaluations and cost-effective recommendations for repairs and retrofits. We also perform structural inspections and load ratings of bridges and culverts and have experience in performing damage assessments and detailing emergency repairs.

Our structural team looks at engineering from a seasoned perspective, balancing client needs with code requirements and constructability.

The current structural services that ARH provides is:

- Bridge Design and Rehabilitation
- Structural Defect Investigation/Evaluation
- Building Design & Condition Evaluation
- New, Renovations, and/or Additions for Single-Family, Multi-Family Residential, Commercial, Mixed-Use, and Public Facilities
 - Timber
 - Steel
 - Precast Concrete
 - Cast-in-place Concrete
- Retaining Wall Design – reinforced concrete, steel h-pile and concrete/timber lagging, sheet pile
- High-wind & Hurricane Design
- Waterfront Structures
 - Flood - Resistant Design
 - Boardwalks
 - Bulkhead Design/Evaluation



ARH's Structures Group specializes in Bridge, Dam & Culvert inspection, as we represent county, municipal, and private clients throughout NJ.

ARH has a certified team of experienced inspectors which performs Regular & Formal dam inspections and Emergency Action Plans.

ARH has performed numerous structural engineering services for private, County and municipal clients throughout New Jersey, including replacement and rehabilitation for bridges, culverts, and dams. ARH's structures group provides the highest level of Design Quality, overseen by a QA/QC system. Our team is known for our Innovative Value Engineering, allowing the client to utilize the lowest overall cost without compromising the intent of the plans. In addition, to ensure maximum Constructability we provide a Context Sensitive Design (CSD) approach by working with officials, professionals, and residents, to understand and maintain the façade of the project area. ARH is well-versed in aesthetics of CSD including stone veneer to utilized decorative stone features, form liner to provide maximum design latitude for precast or cast-in-place applications, and precast balustrade to give a feel of historic bridge construction.

SECTION 1 COMPANY INFORMATION



LAND SURVEY

At ARH, we survey land, air and water, with an understanding that information is knowledge, and sound knowledge is vital to good design. We bring forth this basic understanding with a modern method of analyzing boundaries and recording existing conditions, and provide our partners with factual information, valuable to the success of the project.

From inner city property analysis to coastal wetlands delineation, our comprehensive approach ensures a smooth transition between concept design and a finished product. Our reach extends to zoning, land use mapping, and expert testimony for residential, commercial, and marine development. Our strengths lie in our ability to deliver highly integrated and environmentally responsible base plans for tomorrow's as-built environment.



Our Surveying Services include:

- As-Built Surveys
- Boundary Surveys
- Construction Benchmarks
- Construction Services
- Elevation Certificates
- Lagoon Soundings
- Land Survey / 3D Scanning Services
- Land Survey / Measurement Services
- Mean High Water Line
- Roof Height Surveys
- Stake Outs
- Tidelands Surveys
- Title Transfer Surveys
- Topographic Surveys

Our Survey Capabilities Include:

- Aerial Target Placement & Location
- ALTA/ACSM Land Title Surveys
- Architectural Building Analysis
- As-built Grading & Utility Surveys
- Boundary Analysis & Property Surveys
- Construction Layout Services
- Deformation Monitoring
- Easement Locations (Surface & Air Rights)
- Farmland Preservation
- Forensic Field Surveys
- High Accuracy Control Networks
- Historic Boundary Retracement
- Lease Area Plans & Descriptions
- Inner-city Property Analysis & District Coordination
- Expert Witness Testimony
- Presentation Documents
- Railroad, Bridge, Tunnel & Dam Surveys
- Right-of-Way Determinations (Highways, Transmission Lines)
- Riparian Boundaries & Marine Surveys
- Subdivision Plans
- Title Research
- Wetlands Locations & Mapping
- Zoning & Mapping

SECTION 1 COMPANY INFORMATION



REGIONAL, STATEWIDE AND LOCAL SERVICE CAPABILITIES

ARH has 80+ employees, headquartered in Hammonton with additional offices in Bloomfield and Tinton Falls, NJ. Our clients have access to an entire team of engineers, planners, land surveyors, environmental scientists, inspectors, and landscape architects.

ARH's service capabilities range from Sussex County to Cape May County. ARH has performed projects in Monmouth, Middlesex, Gloucester, Atlantic, Camden, Burlington, Cumberland, Salem and Mercer Counties. Over the last five years, ARH has represented governing agencies in Gloucester, Cape May, Monmouth, Ocean, Middlesex, Atlantic, Burlington, Salem, Cumberland, and Camden County.

ABILITY TO PERFORM SERVICES IN A TIMELY MANNER

ARH stresses the ability to perform and the completion of all projects under budget and on schedule, while assuring QA/QC. Our staff is experienced working non-traditional hours to meet the demands of our client and is fully available for all meetings, conferences, training and emergency response at the **City of Asbury Park** facilities.

We believe the following factors set ARH apart from our competition:

- **RECORD OF SUCCESS**

ARH is an award-winning multi-discipline engineering firm with 40+ years of experience in civil engineering, planning, survey and inspection of public infrastructure projects. Last year, our staff of 80+ performed services for more than 200 clients in all 21 New Jersey counties. ARH's vast experience spans many disciplines including specializations in bridge, culvert and dam engineering design, bidding services, and construction engineering oversight.

- **INNOVATIVE & EXPERIENCED**

ARH has provided various engineering services for school districts throughout New Jersey that included Cumberland County Technical School, the Gloucester County Institute of Technology, and Neptune Township. Our team has provided various services for school districts including site design and planning, environmental planning, permitting, survey and construction management.

ARH is readily available for contract execution and is prepared to start work immediately upon written notice to proceed from the **City of Asbury Park**.

SECTION 2 PROFESSIONAL ABILITY & STAFFING



KEY PERSONNEL / STAFF SUMMARY

When you chose to work with ARH, you have full access to our staff of 80+ employees of professional engineers, planners, surveyors, scientists, site remediation professionals, GIS professionals, and inspectors. We stress completion of all projects under budget and on schedule, while assuring QA/QC.

Our staff is experienced working non-traditional hours to meet the demands of our client and is fully available for all meetings, conferences, training and emergency response at City of Asbury Park facilities. Our team is available for work immediately and no conflict of interests or scheduling conflicts, which would affect our ability to complete this project on time and on budget.



ARH is intentionally sized to give our clients direct access to a team of expert engineers, planners, surveyors, environmental scientists, and GIS technicians, to maintain the size and scalability to work on projects of various scopes and sizes.

ARH has built its reputation and success through its core philosophy of treating each client as a Partner. This philosophy makes us a valued Team member, allowing us to exceed the level of expected service by providing insight and experience that often goes beyond the scope of a project.

KEY CONTACT PERSON(S)

ARH currently employs approximately 80 employees. For the **City of Asbury Park**, the following will be the primary contact:



Kathryn Cornforth, PE, CME
Associate – Principal Engineer

P | 609.561.0482
F | 609.567.8909
E | kcorn@arh-us.com

ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 2 PROFESSIONAL ABILITY & STAFFING

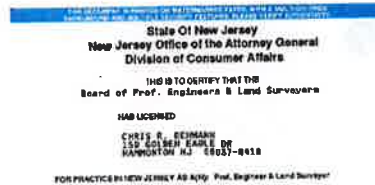


ADDITIONAL STAFF

The following is a list of employees to be assigned, as needed, that could perform **Special Project Engineering services** for the **City of Asbury Park in 2022**.

TEAM MEMBER	YEARS OF EXPERIENCE	AREA(S) OF EXPERIENCE
Chris Rehmann, PE, PP, CME Chairman of the Board	52	Municipal Engineering, Road Design, QA/QC
Kathryn Cornforth, PE, CME Associate – Principal Engineer	11	Municipal Engineering, Construction Management, Project Management, Sewer / Drainage Renovations, Recreation Design
Christine Goins, EIT Staff Engineer-in-Training	4	Roadway Design, Construction Management, Construction Inspection, ADA Compliance, Cost Estimating, NJDOT Funding, CDBG Funding
Stuart Wiser, PP, AICP VP Planning & Environmental	32	Land Planning, Redevelopment Planning, Visioning, Master Planning, Land Use
Henry Weigel, PE, LSRP Senior Environmental Engineer	30	Site Assessments, Remedial Investigations, Brownfields, LSRP, UST Removals
Marianne Risley Environmental Scientist	35	Environmental Science, Wetlands Delineation, Permitting
Richard Heggan, PLS, PP Vice President – Land Survey	50	Land Survey, Topographic Survey, Boundary Surveys

SECTION 2 PROFESSIONAL ABILITY & STAFFING





Chris Rehmann, PE, PP, CME

Principal-in-Charge / Chairman of the Board



EDUCATION

Drexel University
MS, Environmental Engineering
BS, Civil Engineering

LICENSES / CERTIFICATIONS

New Jersey Professional
Engineering (PE)

New Jersey Professional Land
Surveyor (PLS)

New Jersey Professional Planner
(PP)

Certified Municipal Engineer
(CME)

Certified Underground Storage
Tanks (UST)

PROFESSIONAL AFFILIATIONS

New Jersey Society of
Professional Engineers (NJSPE)

American Society of Civil
Engineers (ASCE)

Water Pollution Control
Federation
American Society of Municipal
Engineers (ASME)

American Planning Associates
(AMA)
New Jersey Consulting Engineers
Council

Southern New Jersey
Development Council (SNJDC)

YEARS OF EXPERIENCE

52

PROFESSIONAL EXPERIENCE

- Municipal Engineering
- Roadway / Highway Design
- Road Reconstruction
- NJDOT Funding
- Environmental Science

SUMMARY

With 52 years of experience, ARH Chairman Chris Rehmann holds an unparalleled expertise in all facets of engineering, surveying, planning, and environmental sciences. He has represented private and public sector governments throughout his entire career, including serving as Engineer and Planner for governmental agencies at the municipal, county, independent authority, and statewide level. Chris has designed roads and facilities, water and wastewater treatment plants, water and sewer infrastructure, recreation facilities and fields, and tax map projects for dozens of various governmental agencies.

Chris directs the engineering, surveying, planning, information management (GIS, GPS) and environmental divisions of the firm. He supervises the engineering design and conception of projects, establishes planning goals and implementation procedures, directs the research and development of goals and projects, and oversees the firm's Quality Assurance/Quality Control system.

PROFESSIONAL EXPERIENCE

MUNICIPAL REPRESENTATION - ENGINEER OF RECORD

- Salem County Engineer
- Monroe Township (Gloucester County)
- Town of Hammonton (Atlantic County)
- Pemberton Township (Burlington County)
- Barnegat Township (Ocean County)
- Waterford Township (Camden County)
- City of Wildwood (Cape May County)

ROADWAYS/HIGHWAYS

Princeton Borough Roadway Improvement Program; Borough of Princeton, Mercer County, NJ. Principal Engineer responsible for all preliminary and final construction documents for a 5,200 LF roadway and utility capital improvement reconstruction project, including the coordination of all engineering and environmental approvals at the State, County, and Municipal levels.

County Route #616 / NJSH 68; Ft Dix, Burlington County, NJ. Project Engineer responsible for project oversight for the design of roadway and drainage improvements associated with a 2000 LF highway segment. QA/QC reviews were conducted related to pavement analysis, utilities, guiderail compliance, route surveys, and hydrologic and hydraulic analyses.

Route 532 Central Avenue Roadway Reconstruction Project; Town of Hammonton, Atlantic County, NJ. Principal Engineer responsible for the coordination and preparation of all required civil engineering and/or

Chris Rehmann, PE, PLS, PP, CME
Principal-in-Charge / Chairman of the Board



environmental approvals at the State, County, and Municipal levels for an 8800 LF roadway and utility reconstruction project.

Pennington Avenue / Chew Road (CR536) Roadway Improvements, Winslow & Waterford Townships, Camden County, NJ. QA/QC Officer for this NJDOT funded roadway and drainage improvements project to Pennington Avenue/Chew Road (CR 536) from vicinity of US Route 30 (MP 32.55) to Pestletown Road (MP 34.38) in Winslow Township/Waterford Township. Improvements included concrete vertical curb, base repairs, and milling and resurfacing with possible reconstruction, as needed.

Lake Boulevard Roadway Improvements, Borough of Lindenwold, Camden County, NJ. QA/QC Officer for road and drainage improvements for the Right-of-Way (ROW) of Lake Boulevard (CR698) from Laurel Road to West Park Avenue in Lindenwold Borough, Camden County. Completed review of public records, historical County documents, construction plans, tax maps, and other relevant information regarding the County corridor to assist in preparing the base mapping. Utilized existing County stationing to set the existing control for construction. Prepared all field information and base plans to County standards.

Second (2nd) Road Construction Management / Inspection, Town of Hammonton, NJ. QA/QC Officer for the construction management and inspection services to Second Road in Hammonton. During the course of the project and in particular at the very end of the project, there was a need to complete the reimbursement of funds from the NJDOT. ARH provided the needed assistance to complete the initial and final reimbursements.

- Corkery Lane Improvements, Monroe Township, Gloucester County, NJ
- Main Street Construction Management & Inspection, Gloucester County, NJ
- Bike Path Extension, Bikeway Aid FY 2014, Town of Hammonton, Atlantic County, NJ
- Bartram Avenue Construction Management, Waterford Township, Camden County, NJ

Resurfacing of Tanyard Road (CR663), Woodbury Heights & Deptford Township, Gloucester County, NJ. QA/QC Officer for the federally funded construction management and inspection project for the milling and resurfacing of Tanyard Road (CR663). Improvements included the installation of new pedestrian heads at the intersection of CR553 and CR663, as well as ADA field directed upgrades to the pedestrian crossing, the placement of guiderail at the NJ Turnpike Bridge, and the installation of new long-life traffic stripes. Additional work included raised pavement markers, general pedestrian upgrades, the replacement of existing curb pieces with Eco Type heads, the installation of bicycle safe grates and the addition and upgrading of curb ramps. The project was within the area of two schools and a fire department, which ensured careful coordination required for the traffic control issues.

Piney Hollow Road Reconstruction, Franklin & Winslow Townships, Gloucester County, NJ. Project Engineer for all surveying and engineering design for both sections of the Piney Hollow Road State Aid Funding project. The roadway extended for approximately three (3) miles from the Franklin Township Border to Winslow Township. The existing bituminous concrete surface was reconstructed in various sections to meet the existing County Bridge decks and overlay requirements where practical.



Kathryn Cornforth, PE, CME

Associate – Principal Engineer



SUMMARY

Kathryn Cornforth is a Project Manager experienced in the design of municipal roads and facilities, site civil design services, water and sewer conveyances, recreation facilities and municipal storm water management facilities for many different governmental agencies throughout New Jersey.

Her project planning skills allows her to oversee tasks such as project scope generation, acquisition of funding, preliminary cost analysis, and project scheduling. As part of the design process, she oversees the acquisition of permits on varying regulatory levels, providing support documentation when needed to secure outside funding opportunities. She has also compiled project specifications and bidding documents in compliance with NJDCA Local Public Contract Laws.

Her Construction Management skills include the administration of contract documents; inclusive of overseeing project meetings, providing inspection services, review of submittals, payment recommendations, project record keeping, and requisition of funds.

PROFESSIONAL EXPERIENCE

MUNICIPAL REPRESENTATION

Kathryn also specializes in Municipal Representation. She currently works as the Township Engineer for Monroe Township (Gloucester County) to manage the day to day operations and project specific tasks. She has also assisted the Engineer of Record in the following New Jersey municipal entities:

- Town of Hammonton
- Townships of Waterford, Barnegat, Evesham, and Pemberton
- City of Wildwood

PROJECTS

- Academy Street Resurfacing and Safety Improvements
- Corkery Lane Road Improvements
- Winslow Road, Phases III – VII
- FY2015 CDBG Handicap Ramp Improvements
- North Main Street Sidewalk Improvements
- Malaga Road & Corkery Lane Traffic Signal Improvements
- Lois Drive Drainage Improvements

Landis Avenue Phase Zero, City of Vineland, Cumberland County, NJ. Project Engineer for this Federally funded roadway and drainage improvements project along a portion of Landis Avenue (4,300 ± LF) in the City of Vineland. Improvements included ADA curb ramp replacement, cull concrete curb and

EDUCATION

University of Delaware
BCE, Civil Engineering

LICENSES / CERTIFICATIONS

New Jersey Professional
Engineer (PE)

Fundamentals of Engineering
Certificate

Design of ADA Curb Ramps
(2015)

Stewardship of Federal Aid
Highway Program (2013)

FHWA Construction
Inspection (2012)

Rutgers CAIT Construction
Inspection Part I Certification

PROFESSIONAL AFFILIATIONS

Certified Municipal Engineer
(CME)

YEARS OF EXPERIENCE

11

PROFESSIONAL EXPERIENCE

- Municipal Engineering
- Construction Management
- Roadway Design
- Stormwater Management
- Sewer Renovations / Drainage
- Site Development
- Recreation & Field Design
- BMP Design & Permitting

Kathryn Cornforth, PE, CME
Associate – Principal Engineer



sidewalk replacement, installation of concrete gutters where roadway slopes were minimal, replacement of deteriorated stormwater system, base repairs, and milling and resurfacing.

Maple Avenue Roadway Improvements, Waterford Township, Camden County, NJ. Project Engineer for this NJDOT funded roadway and drainage improvements project along a portion of Maple Avenue (1,850 ± LF) in Waterford Township. Improvements included ADA curb ramp replacement, select concrete curb installation/replacement, base repairs, and milling and resurfacing.

Lake Boulevard Roadway Improvements, Borough of Lindenwold, Camden County, NJ. Project Manager for road and drainage improvements for the Right-of-Way (ROW) of Lake Boulevard (CR698) from Laurel Road to West Park Avenue in Lindenwold Borough, Camden County. Completed review of public records, historical County documents, construction plans, tax maps, and other relevant information regarding the County corridor to assist in preparing the base mapping. Utilized existing County stationing to set the existing control for construction. Prepared all field information and base plans to County standards.

Pennington Avenue / Chew Road (CR536) Roadway Improvements, Winslow & Waterford Townships, Camden County, NJ. Project Engineer for roadway and drainage improvements to Pennington Avenue/Chew Road (CR 536) from vicinity of US Route 30 (MP 32.55) to Pestletown Road (MP 34.38) in Winslow Township/Waterford Township. Improvements included full depth pavement reclamation, select concrete gutter, and storm sewer replacements as needed, concrete vertical curb, base repairs, and milling and resurfacing with possible reconstruction, as needed.

Malibu Drive Roadway Improvements, Borough of Eatontown, Monmouth County, NJ. Project Engineer for this NJDOT funded roadway improvements project along the entire limits of Malibu Drive (3,500 ± LF) in the Borough of Eatontown. Improvements included ADA curb ramp replacement, base repairs, and milling and resurfacing.

2019 Eatontown Road Program, Borough of Eatontown, Monmouth County, NJ. Project Engineer for this Municipally funded roadway improvements program along various roads (7,300 ± LF) within the Borough of Eatontown. Improvements included ADA curb ramp replacement, select storm installation, base repairs, and milling and resurfacing.

Resurfacing and Safety Improvements to Hurffville-Grenloch Road (CR 635), Washington Township, Gloucester County, NJ. Project Manager for the NJDOT funded construction management and inspection project for the milling and resurfacing of Hurffville-Grenloch Road (CR 635). Improvements included roadway resurfacing along with select areas of full depth reconstruction, ADA improvements to all handicap ramps within the project limits, and the installation of new long-life traffic stripes. Additional work included raised pavement markers, general concrete curb and sidewalk replacement, the replacement of existing curb pieces with Eco Type heads, and the installation of bicycle safe grates.

Second (2nd) Road Construction Management / Inspection, Town of Hammonton, NJ. Project Manager for the construction management and inspection services to Second Road in Hammonton. During the course of the project and in particular at the very end of the project, there was a need to complete the reimbursement of funds from the NJDOT. ARH provided the needed assistance to complete the initial and final reimbursements.



Christine Goins, PE

Licensed Professional Engineer



EDUCATION

Rowan University
BS, Civil Engineering, 2016

LICENSES / COURSES

- New Jersey Professional Engineer (PE)
- Municipal Engineering Construction Inspection Program (NJSME)
- Stormwater Management Design (NJDEP)
- Federal-Aid Responsible Charge (Rutgers CAIT)
- Guidelines for Guide Rail and Median Barrier Design (Rutgers CAIT)

YRS OF EXPERIENCE

5

PROFESSIONAL EXPERIENCE

- Roadway Design
- Construction Management
- Construction Inspection
- ADA Compliance
- Cost Estimating
- NJDOT Funding
- CDBG Funding

SUMMARY

Christine started with ARH shortly after graduating from Rowan University and as continuously developed into a valued member of the Engineering Division. Throughout her career Christine has demonstrated the technical acumen to be an asset on any project team, while continuously showcasing her leadership ability and client focus to her peers and partners. Her intense focus on delivering results is a key reason why ARH relies on her to be a key contributor on various, multi-disciplined projects throughout the region. Her direct project experience is augmented by her continued efforts in supporting our vast set of municipal and county clients, including providing direct support to our municipal and land-use appointments.

Her portfolio of work includes the design and construction management of road programs, athletic fields, residential developments, and community parks, while also serving as the lead staff engineer on ARH's internal Exelon Energy Design Project Team.

Her co-workers and supervisors all rely on her for her deliberative input in problem solving and overcoming project constraints, as well as her ability to directly interact and work with clients and members of the public.

Governmental

Christine plays a pivotal role in supporting ARH's efforts in the Town of Hammonton where ARH is both the Engineer of Record and the Engineer and Planner for the Town's Joint Land-Use Board. She also supported previous efforts in Monroe Township where ARH served as both the Engineer of Record and Planning Board Engineer.

She is also a lead project team member for projects ARH is delivering for Camden, Gloucester, and Cumberland Counties as well as the Borough of Eatontown and the City of Vineland.

Key Projects Include:

- Monroe Bike Path Extension Phase II
- Monroe 2017 and 2018 Road Program (design & CM)
- Forest Drive Phase II (design & CM)
- Hurfville-Grenloch Road
- Evesham Road Improvements
- Burnt Mill Pond
- Landis Ave Phase Zero
- Corkery Lane Improvements, Monroe Township, Gloucester County, NJ
- Main Street Construction Management & Inspection, Gloucester County,

Project Experience :

Pennington Avenue / Chew Road (CR536) Roadway Improvements, Winslow & Waterford Townships, Camden County, NJ. Engineer-in-Training assisting the Project Engineer for this NJDOT funded roadway and drainage improvements project to Pennington Avenue/Chew Road (CR 536) from vicinity of US Route 30 (MP 32.55) to Pestletown Road (MP 34.38) in Winslow Township/Waterford Township. Improvements included concrete vertical curb, base repairs, and milling and resurfacing with possible reconstruction, as needed.

Lake Boulevard Roadway Improvements, Borough of Lindenwold, Camden County, NJ. Assisted the Project Engineer for road and drainage improvements for the Right-of-Way (ROW) of Lake Boulevard (CR698) from Laurel Road to West Park Avenue in Lindenwold Borough, Camden County. Completed review of public records, historical County documents, construction plans, tax maps, and other relevant information regarding the County corridor to assist in preparing the base mapping. Utilized existing County stationing to set the existing control for construction. Prepared all field information and base plans to County standards.



Stuart B. Wiser, PP, AICP

Vice President of Planning & Environmental Services



EDUCATION

Dickinson College
BA, Policy and Management
Studies (Cum Laude)

LICENSES / CERTIFICATIONS

New Jersey Professional Planner
(PP)

American Institute of Certified
Planners (AICP)

PROFESSIONAL AFFILIATIONS

Member of NJ Planning Officials

Member of NJ Future

YEARS OF EXPERIENCE

32

PROFESSIONAL EXPERIENCE

- Land Planning
- Redevelopment Planning
- Visioning
- Municipal Deannexation
- Master Planning / Land Use Policy Analysis
- Grant Writing

SUMMARY

Stuart Wiser joined the ARH team to utilize his skills and knowledge to enrich the planning and environmental departments. Stuart's expertise lies in the planning and administration of commercial and residential redevelopment projects. He has been responsible for program criteria evaluation; data compilation and analysis, development and implementation of administrative procedures, site plan review, Redevelopment Plan (land use and building control) generation, land acquisition, developer solicitation, and coordination of various legal, environmental, traffic, budgetary and other related issues.

Additional experience includes Master Planning, land use policy analysis, development and coordination of capital improvement projects and grant writing.

PROFESSIONAL EXPERIENCE

Comprehensive / Master Planning

- Robbinsville Township
- City of Margate
- City of Pleasantville
- City of North Wildwood
- City of Wildwood
- Borough of West Cape May
- Town of Hammonton
- Town of Newport, DE

Redevelopment Planning

- City of Egg Harbor
- Egg Harbor Township
- City of North Wildwood
- City of Pleasantville
- Borough of Helmetta
- Lakewood Township
- Robbinsville Township

Redevelopment Experience

Monroe Township Landfill Solar Redevelopment Project. Project Planner guiding the Township in developing the Redevelopment Plan components necessary to address a Solar Farm use at the former municipal landfill and prepare the actual document with supporting mapping.

BOROUGH OF RED BANK

- Borough-Wide Threshold Redevelopment / Rehabilitation Area Conformance Analysis

Stuart B. Wiser, PP, AICP
Vice President of Planning & Environmental Services



ROBBINSVILLE TOWNSHIP

- Route 130 Threshold Redevelopment Conformance Analysis
- Route 130 Preliminary (Redevelopment) Investigation
- Town Center South Redevelopment
- Foxmoor Shopping Center

BOROUGH OF MATAWAN

- Main Street Rehabilitation Area

WATERFORD TOWNSHIP

- Redevelopment Consulting

CITY OF ATLANTIC CITY

- Huron North Redevelopment Area Program
- Borgata Hotel Casino & Spa
- Harrah's Expansions
- Southwest Inlet Redevelopment Area Program
- MGM
- Revel
- Ocean
- Northeast Inlet Redevelopment Area
- 101-Acre Residential Redevelopment Area
- Uptown Urban Renewal

CITY OF ABSECON

- CBD Redevelopment Area – Multi-Family Residential Project
- Absecon Creek Revitalization Area
- (Non-Condemnation) Preliminary Investigation and Redevelopment Plan for the commercial redevelopment of the 8-acre Block 203 Redevelopment Area
- (Non-Condemnation) Preliminary Investigation and Redevelopment Plan for the Absecon Creek Revitalization Area into a mixed-used eco-tourism amenity.

CITY OF NORTH WILDWOOD

- Redevelopment of Seaport Pier
- Marina Bay Towers

CITY OF PLEASANTVILLE

- Redevelopment of the City Center & Expansion
- Cambria Avenue
- California Avenue
- Narcissus Avenue
- Redevelopment of Lakes Bay Community

Stuart B. Wiser, PP, AICP

Vice President of Planning & Environmental Services



Commercial Township, NJ: Preliminary Investigation and Redevelopment Plan for a utility-grade Solar (or other Alternative) Energy Production facility at the Township's former municipal landfill; Strategic Vision Plan for the economic revitalization of Main Street and historic Riverfront.

East Rutherford, NJ: (Non-Condemnation) Preliminary Investigation and Redevelopment Plan for the mixed-use redevelopment of the 23-acre Central Avenue Redevelopment Area.

Egg Harbor City, NJ: Preliminary Investigation and Redevelopment Plan for the Downtown Economic Redevelopment Program funded by a NJDCA Smart Growth Grant.

Egg Harbor Township, NJ: Preliminary Investigation and Redevelopment Plan for the West Atlantic City Redevelopment Program as a mixed-use corridor.



Henry Weigel, PE, LSRP

Associate – Senior Environmental Engineer



SUMMARY

Henry Weigel is known as an expert and leader in the environmental engineering field, specializing in all areas of environmental assessments and cleanup operations. As a Licensed Site Remediation Professional (LSRP) and Environmental Engineer, he is responsible for overseeing all environmental projects including site assessments, remedial investigations, environmental cleanup, and storage tank removals. Henry has supervised the installation of numerous groundwater monitoring wells and soil testing projects, and has been involved in the planning, design, execution, and maintenance of soil and groundwater remediation systems.

Henry's experience spans to municipal and county clients. Henry has played a vital role in remedial investigations, site assessments, and brownfields redevelopments. He also has strong experience with Planning and Zoning Boards, as he has historically reviewed subdivisions and site plans for compliance with municipal ordinances and technical engineering aspects, reviewed cost estimates and environmental reports, prepared bond reductions; inspected site construction improvements, and designed plans & specifications for water and sewer infrastructure, landfill closure and other environmental projects.

PROFESSIONAL EXPERIENCE

BROWNFIELDS REDEVELOPMENT / ENVIRONMENTAL INVESTIGATIONS

Lenox China Facility. Senior Environmental Engineer for a ±57-acre industrial site located on Tilton Road in Galloway Township (Atlantic County) tasked with assessing the environmental concerns at the property, which had been operated as a manufacturing facility by Lenox China dating back to 1954. During the period of due diligence, met with NJDEP staff and former environmental consultants associated with the abandoned industrial facility to assemble a better understanding of the ±66 separate areas of concern on the property, which included a groundwater plume of TCE with a horizontal extent of over ±200 acres, along with a ±300-gpm groundwater pump & treat system. Continuing with the redevelopment, worked with the tenant in conversion of the ±415,000 SF building to better suit their operations; and in securing the required State and local approvals for exterior site improvements.

Stockton College, Satellite Campus. Senior Environmental Engineer for a ±2-acre former industrial site located on Front Street in Hammonton (Atlantic County). From concept to grand opening, worked for both the Town of Hammonton and the Richard Stockton College of NJ to transform the circa-1910 former shoe manufacturing facility into a satellite campus for the College. Successfully evaluated and addressed 16 separate areas of concern on the property. All work was coordinated with NJDEP staff and the Pinelands Commission to ensure the safety of the students. After obtaining the necessary

EDUCATION

Drexel University
MS, Engineering Geology

Villanova University
BS, Civil Engineering

LICENSES / CERTIFICATIONS

New Jersey Professional
Engineering (PE)

New Jersey Licensed Site
Remediation Professional (LSRP)

OSHA 40-hour Hazardous Waste
Operations Safety & Health
(HAZWOPER)

OSHA 8-hour Hazardous Waste
Site Supervisor

NJDEP Underground Storage
Tank Certificate

PROFESSIONAL AFFILIATIONS

American Society of Civil
Engineers (ASCE)

National Society of Professional
Engineers (NSPE)

New Jersey LSRP Association

National Groundwater
Association

New Jersey Water Environmental
Association

YEARS OF EXPERIENCE

30

PROFESSIONAL EXPERIENCE

- Site Assessments
- Preliminary Investigations
- Remedial Investigations
- Brownfield Redevelopment
- Environmental Clean-up
- UST Removal

Henry Weigel, PE, LSRP
Associate – Senior Environmental Engineer



Remedial Action Permits (RAPs) used to administratively address two of the remaining AOCs, was able to issue the response action outcome (RAO) letter. The College was then able to open their new doors to students knowing that all of the former environmental liabilities associated with the property had been properly addressed. Continuing the environmental monitoring and reporting at the site required under the RAPs.

Mercer County Detention Center/ Courthouse. Senior Environmental Engineer for a ±2-acre institutional complex located on Market Street in Trenton (Mercer County). Under NJDEP oversight, a Preliminary Assessment (PA) was completed, and a Remedial Investigation (RI) was conducted. Soil samples were collected to characterize the historic fill identified on-site. Potential groundwater impacts from the historic fill and USTs were also assessed in an effort to minimize impacts during the required dewatering for construction. Direct contact issues to human receptors and environmentally sensitive resources (i.e., Assunpink Creek) were also evaluated. Soils contaminated with metals and petroleum hydrocarbons were addressed through a combination of excavation/ off-site disposal and administratively through engineering (i.e., capping) and institutional (i.e., deed noticing) controls. The project culminated with the issuance of a no further action (NFA) letter by NJDEP and construction of a new County Courthouse complex. Obtained the necessary Remedial Action Permit (RAP) used to administratively address the remaining AOC.

Woodbury High School Football Stadium. Senior Environmental Engineer for a ±6-acre recreational parcel located off Wood Street in Woodbury (Gloucester County). Under the State's Green Acres Program and NJDEP oversight, a Remedial Investigation (RI) and Remedial Action Workplan (RAW) was completed where 100± soil samples were collected to investigate the historic fill identified on-site and delineate individual contaminants. Provided continuous on-site monitoring of the remediation activities, reviewed the remediation contractor's payment requisitions and made timely recommendations for approval, monitored payment of subcontractors and suppliers and obtained the requisite certifications, reviewed the remediation contractors requests for change orders, and monitored the remediation contractors progress for adherence to the project schedule and coordinated with all other construction activities occurring on or within the vicinity of the project site. The project culminated with the issuance of a no further action (NFA) letter by NJDEP and reconstruction of the active recreational facilities. Obtained the necessary Remedial Action Permit (RAP) used to administratively address the remaining AOC, and has continued the environmental monitoring and reporting at the site required under the RAP.

Jersey Construction Property. Senior Environmental Engineer for a ±2-acre former construction yard/ office located on the White Horse Pike in Waterford Township (Camden County). Initially, a site investigation (SI) was first completed in connection with the removal of three underground storage tank (USTs), after which a Remedial Investigation (RI) was initiated on behalf of the property owner, who intended to sell the parcel. Petroleum contaminated soil was addressed through excavation/ off-site disposal, while groundwater impacts were assessed/ delineated through a combination of both permanent and temporary monitoring wells – the volatile organics in the groundwater appeared to be attributable to a combination of on- and off-site sources, while the source of the chlorinated solvents was still being investigated. Impacts to human receptors (i.e., potable wells) and environmentally sensitive resources (i.e., Atco Lake and Hays Mill Creek) were also evaluated.



Marianne Risley

Senior Project Manager/Environmental Scientist



EDUCATION

Stockton University
BS, Environmental Science,
1984

LICENSES / CERTIFICATIONS

Wetlands Delineator Program

NJDEP Flood Hazard Control
Act

NJ Annual Flood Management
Conference

YEARS OF EXPERIENCE

35

PROFESSIONAL EXPERIENCE

- Environmental Field Analysis
- Wetlands Delineation
- Regulatory Authorizations Procurement
- Environmental Permitting

SUMMARY

Marianne is a leading environmental scientist and project manager that allows her to coordinate various types of environmental projects including Pinelands, NJDEP-Land Use Regulation, and US Army Corps of Engineers wetland delineation projects, as well as corresponding permit applications. She oversees all aspects of environmental permitting projects including scheduling and preparation of applications for local, State and Federal permits, licensing agreements, and construction approvals encompassing a wide variety of project evaluations and permitting approaches. Her strategic thinking and regulatory knowledge have consistently led to successful and timely approvals.

Marianne has completed numerous wetland delineations throughout New Jersey with much success, with proposed development sites ranging from 2 to 200 acres. In addition to wetland delineations and permit applications, she conducts environmental field analyses including soil and vegetation analysis. Her project work includes data collection, site evaluation, and preparation of various environmental impact statements/feasibility studies. This involves the efficient site evaluation for environmental impacts, interpretation of GIS generated mapping resources, and thorough review. She is also experienced in the preparation, submission, and follow-up status reporting of project applications made to a diverse range of agencies for appropriate approvals:

- Freshwater/Coastal Wetland Delineations (various agencies)
- Freshwater Wetlands General Permits
- Tidelands / CAFRA / Waterfront Development
- Flood Hazard Area Individual Permits
- NJ Pinelands Commission
- US Army Corps of Engineers
- County Soil Conservation District Certifications/NJPDES 5G3
- NJDEP Treatment Works Approvals

She is highly proficient in providing supportive documentation for applications made to the local, County and State levels. Her coordination and compilation of required permits associated with major site plans, major subdivisions, and minor subdivision applications have proved to project success for many landmark projects including structural projects such as bridge and dam replacements, road design, and site design for buildings, multi-purpose trails, athletic fields, parks and solar arrays. Her experience in permitting services includes alternatives analysis, negotiation, critical path management, permit strategy development, applications, environmental impact report and compliance statements.

PROFESSIONAL EXPERIENCE

NJDEP, Division of Land Use and Pinelands

Expertise and known for specialized permitting for various permits within NJ, extensive experience providing environmental planning support for various

Marianne Risley

Senior Project Manager/Environmental Scientist



agencies throughout the State including but not limited to: NJDEP, Division of Land Use (Freshwater Wetlands, Flood Hazard, Pinelands, Tidelands, etc.).

Representative Environmental Permitting Projects

NJ Natural Gas – Ocean County and Monmouth Counties – Gas Main Linear Extensions – both projects entailed pre-application screening, associated meetings with various permitting agencies. Ocean County extension included CAFRA Waterfront Development Permitting, Freshwater and Coastal Wetlands delineations, flood hazard area permitting, US Army Corps of Engineers Nationwide Permitting, and Tidelands associated with the utility improvements proposed.

Atlantic City Electric (ACE) – Various Counties – coordination of proposed sub-station improvements and completion of Soil Erosion Control authorizations. In addition, completion of various NJPDES discharge coordinated efforts for authorization of discharges needed as part of construction process. (ie NJPDES 5G3, etc...)

Solvay – West Deptford, Gloucester County – 150+ acre solar project site. Various permitting efforts were involved associated with the managing, and coordination of an NJDEP - Upland Waterfront Development Permit, Flood Hazard Individual Permit/Verification, Freshwater Wetlands Letter of Interpretation (LOI), and the USACOE Jurisdictional Determination.

South Jersey Gas (SJG) – Various projects including the management and coordination of subsurface system rehabilitation and replacement. Obtain and coordinate NJDEP Treatment Works approvals and associated construction management. Various SJI facility improvements and coordination.

Various Municipal Work Projects:

Hammonton, Atlantic County: - Various efforts, management and coordination with municipality to complete required lake lowering permitting for lake maintenance, reviews of stormwater basin design during construction including evaluation of soils, Pinelands Town applications for linear development projects, and demolition of various structures.

Pemberton Township, Burlington County – Various efforts, management and coordination with municipality to complete permitting located within the NJ Pinelands jurisdiction, conduct evaluation of wetlands, soils and obtain Public Development approvals for related work for park systems, trail projects, dam reconstruction, and sewer/water improvements.

Brick Township, Ocean County – Various efforts, coordination and permitting required to obtain appropriate approvals for municipal building construction (ie: Special Operations building), evaluation of related NJDEP – Division of Land Use requirements, completion of coordination with agencies to complete Township objectives.

Marinas:

Brick Township, Ocean County – Traders Cove Marina – dredging maintenance permitting through the NJDEP Division of Land Use and US Army Corps of Engineers, regulatory coordination.

All Seasons Marina, Cape May County - Dredging maintenance permitting through the NJDEP Division of Land Use and US Army Corps of Engineers, regulatory coordination.

Marianne Risley

Senior Project Manager/Environmental Scientist



Bridge and Dam Projects:

8th Street Folsom BV-2, Atlantic County - Design, Rehabilitation - Permitting including Pinelands and Freshwater Wetlands, Flood Hazard and Soil Conservation.

Burlington County Bridge B4.61 - Design, Rehabilitation - Permitting including overlapping jurisdictions NJDEP Division of Land Use, Tidelands and US Army Corps of Engineers, Soil Conservation.

Fairton Bridge Replacement, Cumberland County- Design, Replacement - Permitting including overlapping jurisdictions NJDEP Division of Land Use and US Army Corps of Engineers, Soil Conservation.

Beals Road Bridge - Cumberland County- Design, Rehabilitation/Replacement - Permitting including overlapping jurisdictions NJDEP Division of Land Use and US Army Corps of Engineers, Soil Conservation.

Van Lieus Bridge, Hunterdon County - Design, Rehabilitation/Replacement - Permitting including wetlands delineation, NJDEP Division of Land Use and Flood Hazard Individual Permits, Soil Conservation.

Class B Recycling General Permitting (NJAC 7:26A) - Class B Recycling General Permit Approvals and Modifications for existing and new Class B Recycling Facilities. Coordination and completion with NJDEP Division of Solid and Hazardous Waste - Bureau of Recycling.



Richard Heggan, PLS, PP

Vice President – Land Survey



EDUCATION

Rutgers University
BS, Land Survey

LICENSES / CERTIFICATIONS

New Jersey Professional Land
Survey (PLS)

New Jersey Professional
Planner (PP)

PROFESSIONAL AFFILIATIONS

New Jersey Society of
Professional Land Surveyors
(NJSPLS)

Surveyor Association of West
Jersey

American Congress of
Surveying & Mapping

National Association of Home
Builders

Builders League of South
Jersey

YEARS OF EXPERIENCE

50

PROFESSIONAL EXPERIENCE

- Boundary Analysis
- Historical Boundary
Retracement
- Riparian Surveys
- Topographic Surveys
- Engineering
Constructability
- QA/QC Procedures

SUMMARY

Richard Heggan manages all aspects of Geographic Information Systems, Global Positioning Systems, and survey services. He is a recognized regional frontrunner in the fields of boundary analysis, historical boundary retracement, riparian surveys, and engineering constructability. Richard has performed title surveys for large and small tracts of land throughout New Jersey and has directed the horizontal and vertical control networks for thousands of acres of topography.

Richard directs residential, commercial, and energy development for private and municipal clients. In addition, he oversees all major and minor subdivisions, construction layout, topographic surveys, riparian surveys, and title surveys. This includes the coordination of stakeout operations and completeness of finished deliverables. Using GIS and Robotic data collection capabilities, Richard has developed new stake-out and office procedures, which expedite field layout and enhance QA/QC procedures.

PROFESSIONAL EXPERIENCE

- Hundreds of miles of Right-of-Way Surveys throughout Camden, Atlantic, Cumberland, Gloucester, Burlington & Salem Counties
- Blue Heron Pines, 942 single/multi-family units, Galloway Township, Atlantic County
- Auto Lenders Car Dealership, 60,000 SF Building, Egg Harbor Township, Atlantic County
- Mathistown Shopping Center, 85,000 SF Center, Little Egg Harbor Township, Atlantic County
- Pennsville Renewable Energy Park, Wind & Solar Concept, Pennsville, Salem County
- PHI Orchard Substation, ACE Electric Transmission, Upper Pittsgrove Township, Salem County

Gloucester County Multi-Purpose Trail, Monroe Township & Borough of Glassboro, NJ. Principal Surveyor and Project Manager responsible for all surveying, preliminary and final ROW determination, boundary analysis, and GPPM mapping associated with the Counties Multi-Purpose trail design. Supervised and approved all major survey components of the project; including a high accuracy, GPS control network (NAD-83/NAVD-88 datum), title review of the Penn-Reading Seashore Line Railroad, wetlands locations, baseline/topographic locations, and preparation of detailed General Property Parcel Maps (GPPM). Also responsible for the preparation of NJDOT formatted right-of-way (ROW) acquisition plans and supporting documents, all exceeding requirements promulgated by the NJ State Board of Professional Engineers and Land Surveyors.

Municipal Bike Path Extension Project; Monroe Township, Gloucester County, NJ. Principal Surveyor and Project Manager responsible for all surveying,

Richard Heggan, PLS, PP
Vice President – Land Survey



preliminary and final ROW determination, boundary analysis, and GPPM mapping associated with the Township's 1.6-mile-long Municipal Bike Path project. Completed and supervised all survey related work; including a high accuracy GPS control network (NAD-83/NAVD-88 datum), title review, boundary and ROW analysis/determination, wetlands locations, constraints mapping, topographic field locations, and preparation of detailed General Property Parcel Maps (GPPM). All survey and mapping was prepared in accordance with NJDOT requirements.

SECTION 3 PAST PERFORMANCE & REFERENCES



MUNICIPAL REPRESENTATION & EXPERIENCE

ARH has been representing municipalities for decades in coastal, urban, suburban, and rural communities, and currently represents 20+ throughout New Jersey, working closely with the governing bodies to ensure their visions become a reality.

Over the past 5 years, ARH projects have won acclaim and recognition for their innovation, commitment to the environment and the enhancement to the quality of life in New Jersey communities. We pride ourselves on looking beyond the project and the impact on the residents', in addition to the main goal.

EXPERIENCE & KNOWLEDGE

ARH is proud to represent various municipalities across the state of New Jersey. Our experience working with various municipalities has allowed us to develop a foundation of knowledge about each Community. We understand the complexities of operating and overcoming the challenges in each town, and the importance of navigating through the various community groups that are involved.

ARH has a proud history of working with various municipalities and would be honored to continue having opportunities to collaborate with the **City of Asbury Park**.



ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 3 PAST PERFORMANCE & REFERENCES



MUNICIPAL ROAD PROGRAM

ARH is proud to manage multi-year municipal road improvement programs for several clients, as our team has designed and oversaw heavy construction of hundreds of miles of roadway. All these projects involved road design and construction, infrastructure improvements, stormwater management, NJDOT permitting, and construction management.

As part of our standard design and construction management process, we consult with local officials, public works, emergency management, school boards, local business leaders and residents who will be affected by construction.

RIO GRANDE AVENUE ROADWAY RECONSTRUCTION **CITY OF WILDWOOD, NJ**

ARH provided roadway reconstruction for Rio Grande Avenue, the major access road leading into the City, providing design, construction management, drainage improvements, flood mitigation, and inspection services.

5-YEAR ROAD RECONSTRUCTION PROGRAM **PEMBERTON TOWNSHIP, NJ**

Pemberton is known for its prevalence of lakes that surround and center it, so as a part of ARH's 5-year roadway program, our team provided design and inspection services which have raised the elevation and alternate the grade of roads without impacting surrounding residents.

NORTH LAKE SHORE ROAD IMPROVEMENTS

ARH performed engineering design services for the North Lake Shore Road Improvements, from Brick Boulevard to Route 70 and Nassau Street (approx. .91 miles) in Brick Township.

ARH completed field investigations to gather elevations to produce accurate depictions of the existing site conditions.

The improvements included roadway milling and base repair, and roadway resurfacing. The design of the roadway provided upgrading the existing handicap ramps in compliance with ADA standards, establishing ADA compliant walkways, and signage and roadway marking replacement.

CLIENT

Brick Township

CONTACT

Elissa Commins, PE, CFM
Township Engineer

PROJECT LOCATION

Brick, NJ

COMPLETION DATE

2018

SERVICES PROVIDED

- Survey
- Roadway Reconstruction
- ADA Handicap Ramps
- ADA Walkways
- Stormwater Management

SECTION 3 PAST PERFORMANCE & REFERENCES



BRICK TOWNSHIP – CAPITAL ROAD PROGRAM

ARH worked with Brick Township to resurface and improve various roadways within the Township that included

- North Cedarcroft
- Lake Riveria – Phase II Improvements
- Seaview Meadows
- Mid-Streams Road Improvements

Upon completion, approximately 5 miles of roadway improvements were completed.

CLIENT

Brick Township

CONTACT

Joann Bergin
Business Administrator
732.262.1050

PROJECT LOCATION

Brick, NJ

COMPLETION DATE

2017 - 2018

SERVICES PROVIDED

- Roadway Design
- Construction Management

WATERFORD TOWNSHIP ROAD PROGRAM – HILLTOP ROAD IMPROVEMENTS

As part of the Waterford Township Road Program, the Township received NJDOT funding for Hilltop Road Improvements from the intersection of Joyce Way through the Hilltop Road cul-de-sac, approximately 1,400 LF, in Atco, NJ.

The improvements included roadway regrading, milling, base repair, and milling and paving. The design of the roadway provided handicap ramps in compliance with ADA standards, curb and sidewalk replacement at the handicap ramps, as needed, minor storm sewer and drainage improvements, and signage and roadway marking replacement.

Prior to completing the final design of the roadway, ARH completed field investigations of the existing project site that consisted of gathering elevations of the locations to produce accurate depiction of existing conditions.

CLIENT

Waterford Township

CONTACT

Ralph Condo
Township Administrator

PROJECT LOCATION

Atco, NJ

COMPLETION DATE

2017

SERVICES PROVIDED

- Construction Management
- Construction Administration
- Roadway Design
- Stormwater Management
- NJDOT Funded
- Drainage Improvements

SECTION 3 PAST PERFORMANCE & REFERENCES



EVESHAM ROAD (CR544) ROADWAY IMPROVEMENTS

Evesham Road (CR544) is designated a functional class of Urban Principal Arterial between the vicinity of US Route 30 to the vicinity of Burnt Mill Road (CR670) among numerous municipalities including the Boroughs of Magnolia, Lawnside, and Somerdale and the Townships of Cherry Hill and Voorhees. The purpose is to improve the roadway surface, replace/repair/upgrade storm sewer infrastructure, meet handicap accessible requirements, meet reflectivity requirements for signage, improve line striping, and reflective pavement markers within the project limits.

The western project limit is North King Street and the eastern limits is Burnt Mill Road (CR670). This design includes all handicap ramps along the scope limits and include all ADA ramps at signalized intersections located at the entrance to Cooper Towne Center and Burnt Mill Road. All existing storm sewer is cleaned and videoed with a report and recommendation of improvements needed.

ARH provided design plans and specifications for roadway and drainage improvements to Evesham Road. ARH has played an important role in highway and infrastructure engineering for various municipalities and Counties.

Improvements include:

- Roadway Resurfacing and Reconstruction
- Select Curb Repair and Installation
- ADA Improvements
- Select Storm Water System Improvements (based on video inspection)
- Upgrade/Installation of Pedestrian Push Buttons

While the project scope appears to be straightforward there are some design items that will need to be discussed as we proceeded through the project. An example is the areas of resurfacing vs reconstruction will be evaluated and recommended by our office based on the provided core reports. Another example is an area that could require a limited base repair area in a section of roadway that is being overlaid, or this area of roadway may be all reconstruction.



CLIENT

Camden County

CONTACT

Ms. Kevin Becica, PE, CME
County Engineer
856.566.2980

PROJECT LOCATION

Boroughs of Magnolia,
Lawnside, & Somerdale and
Townships of Cherry Hill &
Voorhees, NJ

COMPLETION DATE

2019 - Present

SERVICES PROVIDED

- Roadway Design
- Stormwater Management
- Field Survey
- ADA Handicap Ramps
- Federal Funds (FHWA)

SECTION 3 PAST PERFORMANCE & REFERENCES



PENNINGTON AVENUE / CHEW ROAD (CR536) ROADWAY IMPROVEMENTS

In Camden County, Pennington Avenue (CR536) is designated a functional class of Urban Minor Arterial within Winslow Township between US Route 30 and Oak Avenue and Chew Road (CR536) is designated as a functional class of urban Major Collector within Waterford Township between Oak Avenue and Pestletown Road.

ARH provided design plans and specifications for roadway and drainage improvements to Pennington Avenue/Chew Road (CR 536) from vicinity of US Route 30 (MP 32.55) to Pestletown Road (MP 34.38) in Winslow Township/Waterford Township. ARH has played an important role in highway and infrastructure engineering for various municipalities and Counties.

Roadway improvements included concrete vertical curb, base repairs, and milling and resurfacing with possible reconstruction, as needed.

ARH performed:

- Field Survey
- Roadway Base Plans
- Stormwater Management
- Preliminary Construction Plans & Documents
- Final Construction Plans & Documents

CLIENT

Camden County

CONTACT

Ms. Kevin Becica, PE, CME
County Engineer
856.566.2980

PROJECT LOCATION

Winslow & Waterford
Townships, NJ

COMPLETION DATE

2018

SERVICES PROVIDED

- Roadway Design
- Stormwater Management
- Survey
- NJDOT Funding
- ADA Handicap Ramps



ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 3 PAST PERFORMANCE & REFERENCES



MAIN STREET/BROADWAY (CR553/553A) AND LAMBS ROAD (CR635) RESURFACING & SAFETY IMPROVEMENTS

ARH was selected to perform construction management and inspection services for the resurfacing and safety improvements to Main Street/Broadway and Lambs Road, from the Conrail line to Woodbury-Glassboro Road in Mantua Township, Glassboro, and Pitman.

Federally funded with a grant through NJDOT, full time inspection included completing the milling and overlaying the existing roadway. The project also included concrete roadway base repairs, replacement of the handicap ramps to meet current ADA standards, select stormwater improvements, installation of curb and sidewalk in select locations, and the installation of long-life traffic strips and raised pavement markers.

ARH coordinated all construction activities for the Gloucester County, from pre-construction requirements of utility coordination to the final payment reimbursement for the County through NJDOT.

CLIENT

Gloucester County

CONTACT

Vincent Voltaggio, PE
County Engineer,
856.307.6600

PROJECT LOCATION

Clayton, NJ

COMPLETION DATE

2015 - 2017

SERVICES PROVIDED

- Construction Management
- Construction Administration
- Construction Inspection
- Traffic Control Plan
- ADA Compliance
- Federal Funding



ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 3 PAST PERFORMANCE & REFERENCES



RECONSTRUCTION OF PLEASANT MILLS ROAD (CR542)

ARH served as construction managers and provided inspection service for the reconstruction of Pleasant Mills Road (CR542). The work was completed in conjunction with a contract ARH had with the Atlantic County Department of Public Works and Engineers office.

The work included the construction management, inspection and preparation of close-out documents for the roadway reconstruction project. The section of Pleasant Mills Road extending from a point approximately 500' East of the Columbia Road (CR693) to a point approximately 300' East of another section of Columbia Road (CR658). The project length was approximately 2.15 miles.

The work completed by ARH included construction management and inspection, coordination of traffic control, review of project cut sheets, construction quantities, change order requests, as-built measurements, preparation of payment invoices and close out documents.

The roadway reconstruction work consisted of the pulverization of the existing bituminous roadway surface, the addition of emulsified asphalt and the reshaping of the subbase to the proposed design profile and cross section. Drainage improvements were also completed along the project route as required. The paving operation consisted of a hot mix stabilized base course and surface course. Driveway and shoulder restoration were required to match the new roadway cross section. Road striping and signage were installed as detailed on the construction plans. The time frame associated with the project construction and close out consisted of approximately 60 days from start to finish.

CLIENT

Atlantic County

CONTACT

Atlantic County Engineers
Office, 609.645.5898

PROJECT LOCATION

Pleasant Mills, NJ

COMPLETION DATE

2016

SERVICES PROVIDED

- Construction Management
- Construction Inspection
- Traffic Control Plan
- Close-Out Documents
- As-Built Measurement



SECTION 3 PAST PERFORMANCE & REFERENCES



TOWNSHIP POLICE DEPARTMENT SPECIAL OPERATIONS GARAGE

ARH takes extreme pride in utilizing a systematic approach to all projects to ensure compliance with all Local, State, and Federal agencies. ARH worked closely with the Townships elected officials and the Police Departments Deputy Chief to design a fully functioning Special Operations Garage and Office Fit-Out.

ARH developed the final geometry and layout of the 7,350 square foot building with parking and a driveway on the Township owned and subdivided 1.23-acre parcel.

The building was designed with a 5,000 square foot four-bay garage for parking the Police Departments large SERT Trucks and approximately 2,350 square feet fit out for offices, bathrooms, a locker room, radio room etc. We worked closely with the Architect, Mechanical Engineer and the Deputy Chief to accommodate all necessary features needed for the building to be as functional as possible. We had a large part in designing the layout of rooms and mechanical features within the interior fit-out portion of the building and worked hand-in-hand with the Police Departments Communications expert to design the communication wiring needed for the new Dispatch Office within the building.

Our structural team took on the design of the spread footings for the building steel columns, as well as the design of the second story storage area with all the necessary structural components to handle the proposed loads.

ARH worked closely with the Township's MUA and the County to design the sewer and water conveyance systems and gain approval by both government agencies for the project. We continued our efforts to the state level to expand the Sewer Service Area to encompass the newly subdivided lot so that the building can connect into the nearby County owned sanitary sewer system.

This project is located close to the Metedeconk River, which is a tidally flowed body of water and governed by CAFRA. ARH's Environmental team worked diligently with NJDEP officials to obtain the necessary CAFRA permit to build in the proposed location. Our close working relationship with NJDEP officials made this process as seamless and timely as possible.

The site was prepared by trucking and grading the appropriate soil needed for the construction of the building. At the conclusion of the design stage, ARH prepared and successfully delivered a full plan set consisting of civil plans, architectural plans and mechanical plans to the client for public bid.

CLIENT

Brick Township

CONTACT

Elissa Commins, PE
Township Engineer
732.262.1040

PROJECT LOCATION

Brick Township, NJ

COMPLETION DATE

2018

SERVICES PROVIDED

- Stormwater Management
- Site & Geometric Layout
- Regulatory Permitting
- Environmental Constraints Analysis
- NJDEP CAFRA Permitting
- NJDEP Sewer Service Area Amendment
- Soil Erosion & Sediment Control Permitting
- GPS Site Control
- Civil Engineering
- Geotechnical Engineering
- Soil Borings
- Construction Stakeout

SECTION 3 PAST PERFORMANCE & REFERENCES



PEMBERTON HISTORIC TRAIN STATION

ARH oversaw the survey, design, permitting and construction inspection, for a relocated ADA compliant access ramp and renovated parking lot at Pemberton Township's Historic Train Station and Museum, a historic railroad that was restored in 1995.

ARH coordinated with the Historic Trust to performed value engineering to provide cost savings for the Township, allowing for a more efficient entry into the building, as well as added parking spots, obtained permits and approvals.

As this site is a historic site and located in the Pinelands, ARH coordinated closely with all parties and obtained necessary permits and approvals, and performed construction management and inspection for the parking lot and entrance.

— A HISTORIC SITE —

The Historic Train Station was built in 1892 and since closing for service, operated by the Township Historical Society as the Historic Train Station Museum and Gift Shop, a museum of regional history and a Welcome Center for the Pinelands and Pemberton Township. The site is also located along the Township's frequently travelled rail trail.

CLIENT

Pemberton Township

CONTACT

David Patriarca
Mayor
609.894.3304

PROJECT LOCATION

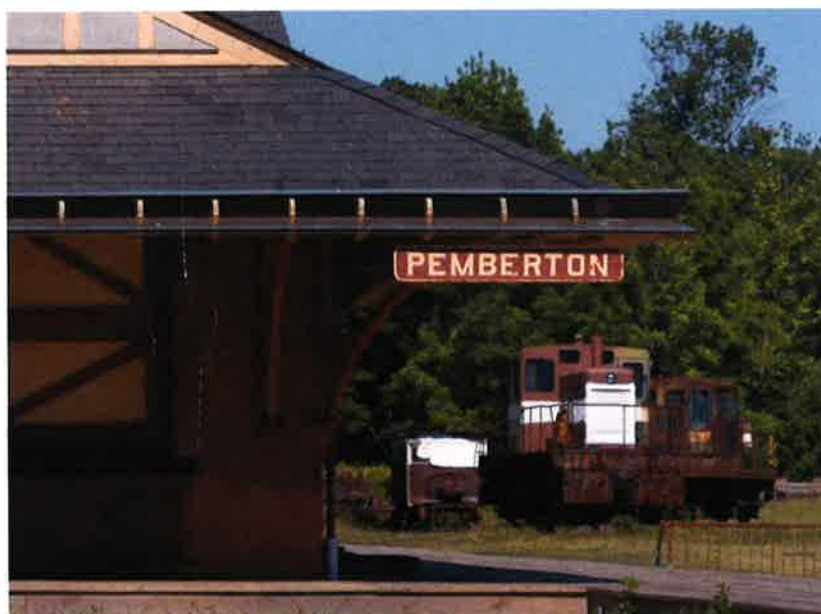
Pemberton Township, NJ

COMPLETION DATE

2012

SERVICES PROVIDED

- Value Engineering
- Survey
- Design
- Permitting
- Construction Inspection
- ADA Compliance



SECTION 3 PAST PERFORMANCE & REFERENCES



REHABILITATION OF NYE AVENUE PARKING GARAGE

The Nye Avenue Garage is an existing structure in the Township of Irvington that has been underutilized for several years. The Township secured funding from the New Jersey Economic Development Authority (NJEDA) for the rehabilitation of the structure.

ARH was selected by the Township of Irvington to provide engineering design services for the rehabilitation of the Nye Avenue garage. We coordinated the site inspections of the garage with the Township Engineer and MPE Consulting and Design to address the mechanical and electrical needs of the project.

The garage improvements included upgrades to the traffic circulation, signage and striping, ADA compliant ramps, the location of new parking metering systems and stair tower repair details.

CLIENT

Township of Irvington

CONTACT

John Wiggins, PE
Township Engineer
973.399.6690

PROJECT LOCATION

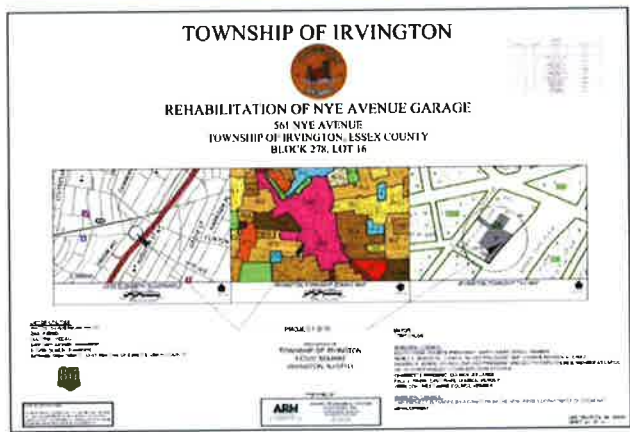
Irvington, NJ

COMPLETION DATE

February – June 2018

SERVICES PROVIDED

- Structural Rehabilitation
- Site Inspection



SECTION 3 PAST PERFORMANCE & REFERENCES



CECIL FIREHOUSE STRUCTURAL REHABILITATION

Cecil Firehouse is a 14,827 square foot building with an engine room and a space for training area, living space, administration offices, and storage. It was decided that the slab and the steel columns in the engine bays would remain, while all other structural/architecture items would be demolished in reconstruction. A new 2-story, 6,000± sf administration and personnel building would be constructed.

Due to Pinelands, the impervious footprint could not be altered so the second floor was designed on an overhang. Staged construction was needed to allow 3 or 4 firetrucks on site at all time.

ARH provided the structural design including foundation, framing, bearing wall/shear wall, elevator shaft and pit, and roof framing. A new pitched roof system over the existing engine bay roof was also included.

CLIENT

Monroe Township (Gloucester County)

CONTACT

Dan Teefy, Mayor
856.694.1234

PROJECT LOCATION

Williamstown, NJ

COMPLETION DATE

2018 - 2019

SERVICES PROVIDED

- Structural Rehabilitation



SECTION 3 PAST PERFORMANCE & REFERENCES



PUBLIC BUILDINGS & FACILITIES

HAMMONTON MUNICIPAL BUILDING

ARH was contracted for the engineering design of the new Town Hall building which includes the Town's administrative and police departments. The site work included ADA compliant ramps and stairs, while maintaining operation of municipal activity during construction of the new facility and demolition of the old facility.

BRICK TOWNSHIP FIRING RANGE

ARH performed engineering and environmental services for the Brick Township Firing Range, including parking lot design and environmental concerns such as methane.

BRICK TOWNSHIP MUA FLEET STORAGE BUILDING & GARAGE

ARH served as the design engineer for this 8000 sq. ft. building which included foundations, CM/CI, full time inspection including footings, slabs, site work, lighting and ADA Compliance

PUBLIC WORKS GARAGE

The Township of Waterford worked with ARH to provide radiant floor heat, new concrete flooring, related MEP upgrades, site work including paving, preparation for a new salt shed and new circulation on site.

The work was completed while the public works department remained operational on the same site. The sequencing of construction was carefully planned to minimize the impacts to the existing site operation.

ARH performed the site design and engineering for the Township's new Public Works Garage, which is in close-out phase.

CLIENT

Waterford Township

CONTACT

Ralph Condo
Township Administrator
856.768.2300

PROJECT LOCATION

Waterford Township, NJ

SERVICES PROVIDED

- Site Engineering

CLIENT

Monroe Township
(Gloucester County)

CONTACT

Dan Teefy, Mayor

PROJECT LOCATION

Williamstown NJ

SERVICES PROVIDED

- UST Removal
- Asbestos Removal

MONROE TOWNSHIP LIBRARY

The old library in Monroe Township involved removal of environmentally sensitive material (asbestos), removal of an underground storage tank, coordination with multiple utility companies, historic preservation issues, site safety items including temporary shoring and maintenance/protection of traffic adjacent to the project site.

The site was topsoil and seeded and remains available for the Township to repurpose for commercial development or perhaps a municipal parking area in the heart of downtown Williamstown.

SECTION 3 PAST PERFORMANCE & REFERENCES



MADISON AVENUE PARKING LOT

This project consisted of providing 121 spaces within an enclosed parking lot, located at the corner of East Washington Street and Madison Avenue. Other improvements include the reconstruction of a portion of Madison Avenue, landscaping, lighting, fencing, and ADA accessible parking spaces and access. Stormwater management features included the design of interconnected bio-swales.

The project also included an asphalt alley, which would be dedicated to the City of Pleasantville to provide a method of ingress and egress for pedestrian and vehicular traffic to access properties fronting on Main Street.

ARH provided the County with full Engineering and Surveying services, including topographic surveying, design, preparation of constructing plans and specifications, environmental permitting, and construction management.

CLIENT
Atlantic County

CONTACT
Atlantic County Engineers
Office, 609.645.5898

PROJECT LOCATION
Pleasantville, NJ

SERVICES PROVIDED

- Land Surveying
- Topographic Survey
- Civil Engineering Design
- Environmental Engineering
- Permitting
- Horizontal/Vertical Control
- Construction Management

BRIGANTINE BULKHEAD RECONSTRUCTION

ARH was selected by Atlantic County to oversee design and construction management repairs to the Brigantine bulkhead, as sections were closed after being severely damaged by Hurricane Sandy in 2012.

We performed a complete inspection of the structure to identify all damaged areas and field reconnaissance that included survey and evaluation, designed repair plans, permit acquisitions, bidding services, and oversaw the construction of the FEMA funded project.



Working closely with the Atlantic County, FEMA, Atlantic City, and stakeholders, we prepared multiple design alternatives. We used the input of all parties involved during numerous conceptual meetings to determine the most sustainable plan and design.

CLIENT
Atlantic County

CONTACT
Susan McCabe, Mayor
609.384.2627

PROJECT LOCATION
Brigantine, NJ

COMPLETION DATE
2014

SERVICES PROVIDED

- Construction Management
- Survey
- FEMA Funded
- Structural Design

SECTION 3 PAST PERFORMANCE & REFERENCES



THE RESERVE AT GRACE

The former Our Lady of Grace Church property is located along the southwest side of the White Horse Pike (Route 30) in Somerdale, NJ. It is vacant land and lots that contain six (6) dwellings to consist of two (2) three-story mixed used residential buildings, a renovation of the church into a restaurant and clubhouse, and a renovation and addition to a school into active adult apartments for a total of 32,901 sf.

Structural design calculations are necessary for all gravity and wind load design specific to the selected architectural plan. The structural design includes:

- Foundation design
- Ground story floor slab
- Bearing wall/shear walls for all stories
- Second / Third floor framing design
- Roof framing design
- Pergola post and footings



CLIENT

Urgent Care RE, LLC

CONTACT

Sri Sankar, Managing Partner
856.553.6611

PROJECT LOCATION

Somerdale, NJ

COMPLETION DATE

2018 - Present

SERVICES PROVIDED

- Preliminary Site Assessment
- Site Planning
- Survey
- Topographic & Utility Survey
- NJDOT Permitting
- Traffic Impact Study
- Grading & Drainage
- Stormwater Management
- Utility Design & Coordination
- Lighting & Landscaping
- Phase I ESA

SECTION 3 PAST PERFORMANCE & REFERENCES



WASHINGTON SQUARE REDEVELOPMENT

ARH takes extreme pride in utilizing a systematic approach to all projects to ensure compliance with all Local, State, and Federal agencies. In 2015, Woodmont Development Company hired ARH as the Civil Site Engineer, in charge of the surveying, mapping, engineering, and management of the redevelopment project known as Washington Square Town Center. ARH worked closely with the public, local planning officials, environmental groups, and other elected officials to fully understand the adopted Redevelopment Plan and implement it into the design.

ARH developed the final geometry and layout of the buildings, roads, parking, open spaces and storm water management facilities, as depicted on the rendering above. ARH worked to produce a plan set describing the development of 170,000 square feet of medical/office/retail space; 330 apartments, and 100 townhomes, along with over 2-miles of internal roads, drives, parking, storm water management facilities and open space areas.

Due to the local aquifer and the wellhead protection ordinance in place within the Township, ARH worked closely with the NJDEP to establish guidelines for construction within the wellhead protection area as well as acquiring NJDEP Safe Drinking Water and Treatment Works Approval permits.

Traffic generation and circulation throughout the development area was a major concern during the design. Upon multiple meetings with the local planning boards, it was concluded that a new traffic signal would be placed along Hurffville-Cross Keys Road (HCR) (CR654) and the main boulevard would interconnect from HCR to Baldwin Boulevard, an existing dead-end street in the rear of the property. This design would aid in the alleviation of traffic congestion along HCR and the Cross Keys Bypass.

The site is 35.60 acres and is under construction presently. At the end of the design stage, ARH prepared and successfully delivered a fully accepted 52-sheet set of site plans to the client.

The drone picture to the left shows the construction in progress, including the completion of the new Rothman Medical Office Building along HCR. ARH continues to work closely to provide construction management to the contractor and sub-contractors on site.



CLIENT

Woodmont Development Co

CONTACT

Steven Verneckas,
SVP & Director of Development
973.316.9400

PROJECT LOCATION

Sewell, NJ

COMPLETION DATE

2015 – 2016

SERVICES PROVIDED

- Stormwater Management
- Site & Geometric Layout
- Landscape Architecture
- GIS Mapping
- Alternatives Analysis
- Regulatory Permitting
- Environmental Constraints Analysis
- GPS Site Control
- ROW Surveying
- Civil Engineering
- Geotechnical Engineering
- Soil Borings
- Subsurface Utility Studies
- Vibration & Noise Studies
- Easement Documents
- Construction Stakeout
- Traffic Generation & Control Studies

SECTION 3 PAST PERFORMANCE & REFERENCES



BURNT MILL POND PARK IMPROVEMENTS

The City of Vineland sought ARH for engineering services to design improvements within Burnt Mill Pond Park. Improvements include de-vegetation of the pond, a multi-use path, a fishing pier, and rehabilitation of an existing historical double course brick arch bridge with stone walls, on what was once Route 47, over Manaway Branch.

ARH successfully delivered this project in accordance with the requirements of the City's RFP, as we had completed a site visit to review the existing conditions of this project. Additionally, we reviewed GIS mapping of the area to better familiarize ourselves with the project and the potential constraints that will have to be addressed during the design.

ARH prepared a brief PER that explained the proposed bridge repair, path, devegetation, and fishing pier methodologies, utility concerns, potential opportunities and potential pitfalls in the design and construction of the project.

ARH performed a site visit and inspected the bridge and the entire project area to confirm site conditions, allowing for an observation of field conditions and/or constraints that may impact the project delivery.

The bridge, fishing pier, areas immediately surrounding the bridge and pier, as well as the proposed path alignment were surveyed in accordance with the requirements outlined. We obtained locations and elevations along the path, cross sections of the stream adjacent to the bridge, area around the proposed pier and detailed the existing conditions for the project. Design of the trail included grading to allow for positive drainage runoff as well as be in accordance with Federal ADA requirements.

The double course brick arch with stone walls bridge was constructed in 1897. The arch spans about 12 feet, with the full-length of the stone walls about 25 feet. The bridge is about 20 feet wide. The stone masonry walls have experienced cracking and displacement. There is vegetation growing on all faces of the arch and in the mortar joints. Both walls are rotating outward. The west half of the south wall is no longer in place. Approximately seven feet behind the south wall (downstream side) experiences soil erosion. The remaining south wall is in danger of collapsing due to the soil erosion before the project was underway. The City asked for a cost to rehabilitate the bridge, however due to the severity of the erosion, we provided an alternate scope of work to complete the redesign of the bridge. It was recommended that the south (downstream) wall be reconstructed.

The fishing pier was designed as such that it was constructed without harm to the dam and the dock cannot impede proper function of the dam (such as blocking the spillway).

CLIENT
City of Vineland

CONTACT
Miguel Mercado, QPA

PROJECT LOCATION
Vineland NJ

COMPLETION DATE
2018 - 2019

SERVICES PROVIDED

- Preliminary Design
- Site Development
- NJDEP Permitting
- Stormwater Management
- Construction Management
- Construction Inspection

SECTION 3 PAST PERFORMANCE & REFERENCES



THIRD RIVER URBAN PARK

Bloomfield Township's "Third River Urban Park and Floodplain Wetlands Creation Project" combines public park use with urban habitat and storm resiliency as an alternative to more traditional brownfield capping, which is impervious and can cause flooding. Instead, this project involved acquisition of multiple lots comprising of an urbanized, flood prone industrial site and conversion of this area to an 18.5-acre public park containing significant acreage for wetlands creation, riverfront habitat, and stormwater storage.

Key land conservation outcomes include the creation of urban open space, creation and enhancement of freshwater wetlands through removal of historic fill material, and urban habitat flood resiliency

Bloomfield Township is converting a flood-prone brownfield site near the Passaic River at the former Scientific Glass property into an 18-acre municipal park that includes:

- New multi-use field for Township recreation programs
- Passive Walking Areas
- Stream Corridor Enhancements
- Construction of Freshwater Wetlands
- Walking Trails & Pedestrian Bridge

The site is situated in a highly developed area and was used historically for manufacturing. The Township plans to restore the flood plain and associated wetlands, creating a flood storage area and wildlife habitat. The resulting 18-acres of preserved parkland will provide unique opportunities for passive and active recreation facilities, as well as environmental education in an urban setting.

The development of Lion's Gate is expected to significantly reduce flooding in the neighborhood, saving homeowners money in reduced flood insurance rates.

Funded with state and federal grants, the park will be built at no cost to Bloomfield Township taxpayers.

CLIENT

Township of Bloomfield

CONTACT

Andy Strauss, Business
Administrator
973.680.4000

PROJECT LOCATION

Bloomfield, NJ

COMPLETION DATE

2018 - Present

SERVICES PROVIDED

- Preliminary Design
- Site Development
- Environmental Remedial Investigation
- Groundwater Monitoring
- Wetlands
- Bridge Rehabilitation
- NJDEP Permit Compliance
- Green Acres
- Survey
- Construction Inspection



SECTION 3 PAST PERFORMANCE & REFERENCES



IMAGINATION KINGDOM RECREATIONAL PLAYGROUND

ARH worked with Pemberton Township on a 14±-acre recreational parcel located on Pemberton – Browns Mills Road in Pemberton Township (Burlington County). A preliminary assessment and site investigation were first completed, after which a remedial investigation & remedial action work plan was completed.

Soil samples were collected to investigate the impacts from the CCA treated wood used on-site and delineate individual contaminants. Direct contact issues to human receptors and environmentally sensitive resources (i.e., North Branch of Rancocas Creek) were also evaluated.

Soils contaminated with metals were addressed through excavation/ off-site disposal, as documented in the RA report; and the issuance of an NFA letter is currently pending. We also completed design drawings and specifications required for the public bid, assisted with the pre-bid meeting/ site walk and reviewed the bids received after which a recommendation of award was made, provided continuous on-site monitoring of the remediation activities, reviewed the remediation contractor's payment requisitions and made timely recommendations as to their approval, monitored payment of subcontractors and suppliers and obtained the requisite certifications, reviewed the remediation contractor's requests for change orders (financial and time extensions) and made timely recommendations as to their disposition, and monitored the remediation contractor's progress for adherence to the project schedule and coordinated with all other construction activities occurring on or within the vicinity of the project site.

The new team of elected officials chose ARH to assist them in implementing their plan to improve Township services for residents. Shortly after being selected Township Engineer, it was discovered that the Imagination Kingdom playground, part of the Township's Park and Recreation System, was constructed using wooden playground equipment that was later found to be contaminating the surrounding ground.

This required the playground to be removed, much to the disappointment of residents. After managing the environmental site assessment and cleanup process, ARH immediately began to work with the Township to not only replace the playground, but to improve it immensely.

Once the site had been deemed safe, ARH recommended and facilitated an application to NJDEP Green Acres Program to help re-build Imagination Kingdom. Pemberton had already formed a committee to design their "dream" playground for the children of Pemberton, and with the Green Acres award of \$895,000.00, they were able to achieve that goal.

ARH not only prepared the plans for the project, but they also donated their time to layout the project. Imagination Kingdom II, which was designed to be completely handicap accessible, ended up being the largest Community-Built Playground in the state of New Jersey.

CLIENT

Pemberton Township

CONTACT

David Patriarca, Mayor

PROJECT LOCATION

Pemberton, NJ

COMPLETION DATE

2010 - 2012

SERVICES PROVIDED

- Preliminary Assessment
- Site Investigation
- NJDEP Approvals & Oversight
- Soil Sampling
- Environmental Remediation



SECTION 3 PAST PERFORMANCE & REFERENCES



LAKE LENAPE PARK (WESTERN LAKESHORE)

When commissioned by Atlantic County as a lead design consultant responsible for the conceptual planning and permitting at Lake Lenape Park, ARH's team created a comprehensive plan that included design and permitting for a new boathouse, floating dock and a boat launch ramp.

As part of this plan, ARH designed trails and pedestrian paths to provide access to parks, picnic areas, tot-lots, gazebos and the beach area. In addition to the design and permitting this project required the interaction, cooperation and approval from multiple agencies including the Pinelands Commission, NJDEP, SCD and Hamilton Township.

ARH worked with the County to design, obtain permits and bid this County recreational facility in Hamilton Township along the western shore of Lake Lenape. This project included extensive survey work and permitting.

The survey work included extensive topographic surveys, providing base plans for project design, allowing the proposed work to blend with the existing terrain. Further base lines were provided to control construction. The permitting phase included NJDEP and local applications and designs to meet the requirements of this heavily regulated area. The project included new camp sites, with both cabins and tent areas, together with a new wash house. The design included improvements to existing parking areas, trails, utilities and stormwater management.

CLIENT

Atlantic County Improvement Authority

CONTACT

Jerry Cormier, 609-645-5838

PROJECT LOCATION

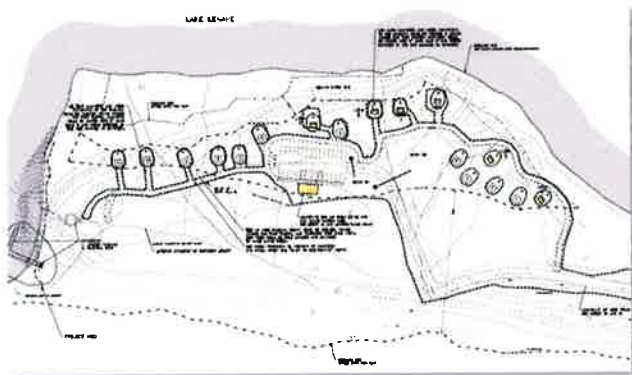
Hamilton Township, NJ

COMPLETION DATE

2016

SERVICES PROVIDED

- Boundary & Riparian Survey
- Site Design & Control
- Wetlands Delineation
- NJDEP Permitting
- Pinelands Permitting
- Pinelands Master Plan
- Grading & Utility Design
- Stormwater Management
- Structural Rehabilitation



ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 3 PAST PERFORMANCE & REFERENCES



GLOUCESTER COUNTY MULTI-PURPOSE TRAIL

ARH designed the Gloucester County Multi-Purpose Trail in the Borough of Glassboro and Elk Township. This trail connects to the first 6-miles of County's existing Bikeway.

Designs include a prefabricated pedestrian bridge and boardwalk. Our designs are all-encompassing which sees beyond the functionality of the path. We ensure the County that the trail is safe and aesthetically pleasing, protects and enhances the ecological systems and indigenous wildlife in the area, and increases tourism. Our team is focusing on key elements including accessibility, communication, safety and aesthetics.

Prior to working with Gloucester County on their expansion of the trail, ARH has been working with Monroe Township for over a decade in the design, development, permitting, construction management and inspection of the Township's interconnected bike path. All phases in the Township of Monroe, along with the last Multipurpose Trail project that was completed on behalf of the County, were designed and/or inspected or administered through ARH.

In addition to performing all engineering, survey, permitting and inspection work for these routes, ARH has worked with the Township to plan the path to interconnected with areas of interests as well as work with various funding agencies to secure money for the Township to develop these trails as well:

CLIENT

Gloucester County

CONTACT

Vincent Voltaggio, PE
County Engineer,
856.309.6600

PROJECT LOCATION

Borough of Glassboro & Elk
Township NJ

SERVICES PROVIDED

- Civil Engineering
- Topographic & Utility Survey
- Environmental Permitting
- Environmental Engineering
- Landscape Architecture
- Stormwater Design
- Drainage Easements
- Grading & Utility Design
- Site Control
- Bike Path Design
- Construction Inspection

TRAIL PROJECT	FROM	TO
Monroe Municipal Bike Path	Bluebell Road	Tuckahoe Road CR555
Monroe Municipal Bike Path	Tuckahoe Road	Approx. 200' from Whispering Woods Dr
Hunter Woods Development	Approx. 200' from Whispering Woods Dr	Fries Mill Road CR655
Gloucester County Multipurpose Trail	Fries Mill Road CR655	Delsea Drive Rt 47
Owens Parks Connection	Monroe Municipal Bike Path	Earling E. Owens Memorial Park

SECTION 3 PAST PERFORMANCE & REFERENCES



RECOVER CENTERS OF AMERICA @ LIGHTHOUSE

ARH takes extreme pride in utilizing a systematic approach to all projects to ensure compliance with all Local, County, State, and Federal agencies. In 2015, Recovery Centers of America hired ARH as the Civil Site Engineer, in charge of the surveying, mapping, engineering, and management of the 21,200 square foot expansion on an existing 25,500 square foot building. ARH worked seamlessly with the owners' Architect to develop the building footprint and bring the In-Patient Recovery Center Site Expansion to fruition.

ARH developed the final geometry and layout of the expansion, roads, parking, open spaces and storm water management facilities. ARH worked to produce a plan set describing the 21,200 square foot building expansion, parking, entrance driveways, open space patios for patients, landscaping and lighting. We also successfully utilized two (2) existing basins along with the design of a new infiltration basin to comply with the strict regulations of the NJDEP and NJ Pinelands Commission.

ARH worked hand in hand with the Mechanical Engineer to design all new water and sewer conveyance systems for the site. We were successful in acquiring all required water and sewer permits from local, county and state authorities for the new flows that the expansion produced.

Traffic generation and circulation throughout the site was a concern during the design since the existing site had only one entrance that was used for all turning movements onto Atlantic Avenue. Upon working with the Traffic Engineer, the new peak trips that were generated from the expansion required a second entrance to allow for the split of traffic flows in and out of the site. ARH successfully designed a new site entrance to accommodate for the additional traffic trips along with local fire officials for their trucks that needed to navigate the site.

The site is 16.53 acres in total with a new total building square footage of over 46,000 square feet. At the conclusion of the design stage, ARH prepared and successfully delivered a fully accepted 24-sheet set of site plans to the client.

The site is currently completely built and operational. ARH continued to work closely with the general contractor throughout the entire building process to provide construction management for all civil site processes.

CLIENT

Recovery Centers of America

CONTACT

John Lombardo,
610.239.6100

PROJECT LOCATION

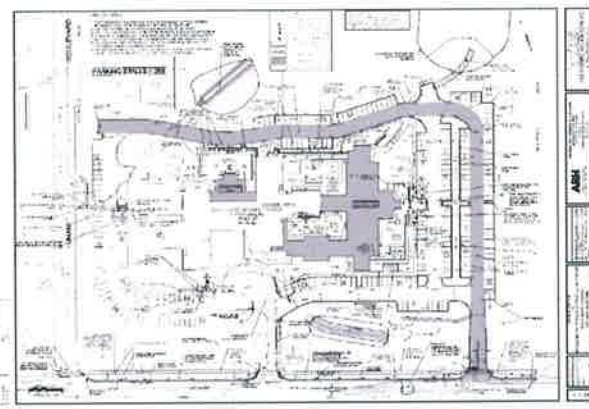
Mays Landing, NJ

COMPLETION DATE

2015

SERVICES PROVIDED

- Stormwater Management
- Site & Geometric Layout
- Regulatory Permitting
- Environmental Constraints Analysis
- GPS Site Control
- Civil Engineering
- Geotechnical Engineering
- Landscape Architecture
- GIS Mapping
- ROW Survey
- Subsurface Utility Studies
- Vibration & Noise Studies
- Traffic Generation & Control Studies
- Soil Borings



SECTION 3 PAST PERFORMANCE & REFERENCES



WOODBURY HIGH SCHOOL STADIUM

ARH worked with Gloucester County on a 6±-acre recreational parcel located off Wood Street in Woodbury (Gloucester County). Under the State's Green Acres Program and NJDEP oversight, a RI & RAW was completed on behalf of the School.

Approximately 100 soil samples were collected to investigate the historic fill identified on-site and delineate individual contaminants. Direct contact issues to human receptors and environmentally sensitive resources (i.e., Woodbury Creek) were also evaluated. Soils contaminated with metals and petroleum hydrocarbons were addressed through a combination of excavation/ off-site disposal and administratively through engineering (i.e., capping) and institutional (i.e., deed noticing) controls.

We provided continuous on-site monitoring of the remediation activities, reviewed the remediation contractor's payment requisitions and made timely recommendations as to their approval, monitored payment of subcontractors and suppliers and obtained the requisite certifications, reviewed the remediation contractors requests for change orders and made timely recommendations as to their disposition, and monitored the remediation contractors progress for adherence to the project schedule and coordinated with all other construction activities occurring on or within the vicinity of the project site.

CLIENT

Gloucester County

CONTACT

Vincent Voltaggio, PE,
County Engineer,
856.307.6600

PROJECT LOCATION

City of Woodbury, NJ

COMPLETION DATE

2014

SERVICES PROVIDED

- Environmental Services
- Remedial Investigations
- Remedial Action Work Plan
- NJDEP Oversight
- Soil Sampling & Remediation



SECTION 3 PAST PERFORMANCE & REFERENCES



ATLANTIC CITY FIRE STATION #6 REMEDIATION

ARH was appointed as the Atlantic City Utility Authority (ACUA) Environmental Consultant and performed and completed several environmental engineering projects.

The ACUA contracted ARH to assess the physical condition of an underground storage tank located at Fire Station #6. As the City's appointed environmental engineer, we submitted to NJDEP and obtained a Closure Approval for the intended activity. Environmental reporting included specific details of the tank decommissioning procedures, screening and sampling procedures, analytical results and management of excavated soils.



The site investigation was prepared pursuant to the State's Underground Storage Tank regulations (NJAC 7:14B) and in accordance with the State's Technical Requirements for Site Remediation.

CLIENT

Atlantic County Utilities
Authority (ACUA)

CONTACT

Joseph Pantalone
609.343.7732

PROJECT LOCATION

City of Atlantic City, NJ

SERVICES PROVIDED

- Environmental Consultant
- UST Assessment
- NJDEP Closure Approvals
- Site Investigation
- Site Remediation
- Soil Sampling

LENOX CHINA FACILITY

ARH worked with Barrette Outdoor Living, who later became the tenant, after deciding that the environmental liability appeared to be great. ARH was initially tasked with assessing the environmental concerns at the property which had been operated as a manufacturing facility by Lenox China dating back to 1954.

During the period of due diligence, ARH met with NJDEP staff and former environmental consultants associated with the abandoned facility to assemble a better understanding of the ±66 separate areas of concern on the property. This included a groundwater plume of TCE with a horizontal extent of over ±200 acres, along with a ±300-gpm groundwater pump & treat system.



CLIENT

Barrette Outdoor Living

CONTACT

Johnathon Gronow
VP Operations
800.448.7241

PROJECT LOCATION

Galloway Township, NJ

COMPLETION DATE

2012 - 2014

SERVICES PROVIDED

- Brownfields Redevelopment
- Environmental Assessment
- Groundwater Remediation
- UST Removal
- Asbestos Removal

ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 3 PAST PERFORMANCE & REFERENCES



MERCER COUNTY DETENTION CENTER

ARH worked with the Mercer County Improvement Authority and the City of Trenton on a 2 ±-acre institutional complex located on Market Street in Trenton, Mercer County, who intended to construct a new County Courthouse complex.

ARH completed a Preliminary Assessment (PA) and a Remedial Investigation (RI) was conducted, under NJDEP oversight.

Soil samples were collected to characterize the historic fill identified on-site. Potential groundwater impacts from the historic fill and USTs were also assessed to minimize impacts during the required dewatering for construction. Direct contact issues to human receptors and environmentally sensitive resources (i.e., Assunpink Creek) were also evaluated.

Soils contaminated with metals and petroleum hydrocarbons were addressed through a combination of excavation/ off-site disposal and administratively through engineering (i.e., capping) and institutional (i.e., deed noticing) controls.

CLIENT

City of Trenton

CONTACT

James Capasso
609.989.3501

PROJECT LOCATION

City of Trenton, NJ

COMPLETION DATE

2014

SERVICES PROVIDED

- LSRP
- Preliminary Assessment
- Environmental Services
- Remedial Investigation
- UST Site Remediation
- Groundwater Investigation
- NJDEP Permitting & Reporting
- UST
- Groundwater Analysis
- Soil Sampling
- Brownfields Redevelopment



SECTION 3 PAST PERFORMANCE & REFERENCES



MERCER COUNTY COURTHOUSE

Opened in 2013, ARH was the civil design engineer for the new 141,650SF, \$68M, new Mercer County Criminal Courthouse. The \$70M project involved the demolition of the old jail and parking garage, and construction of a new courthouse building and surface parking lot. ARH worked closely with Vitetta Architecture and the Mercer County Improvement Authority.

The building and site are LEED Gold certified, with innovative design features including rooftop rainwater capture and re-use within a graywater system, site wide rainwater filtration, storage, and control, solar electric panels, heat island credits, and a zero-irrigation landscape design.

As is the case on most large-scale inner-city construction projects, usable land for site infrastructure is a commodity. Using a variety of control structures, ARH was able to maximize efficiency by incorporating a series of bio swales, raised inlets, underground water quality filters and vaults, along with a roof-top rainwater collection tied to underground cisterns for grey-water recycling. Solar covered parking and a zero-irrigation landscape design rounded out this innovative project.

This project was awarded "Distinguished Engineering Award" by the NJ Alliance for Action in 2014 for its innovative civil engineering design, shown here.

CLIENT

Mercer County Improvement Authority & Vitetta Architects

CONTACT

Allan Collins
Executive Director
609.278.8088

PROJECT LOCATION

City of Trenton, NJ

COMPLETION DATE

2010 - 2014

SERVICES PROVIDED

- LEED Stormwater Design
- Value Engineering
- NJDEP Permitting
- Zero Irrigation Landscape
- Phase 1 Site Assessment
- Monitoring & Capping of Historical Fill
- Soils Testing



SECTION 3 PAST PERFORMANCE & REFERENCES



COLLEGE OF NEW JERSEY ATHLETIC COMPLEX

The soccer complex boasts a state-of-the-art design with a Sportex synthetic turf, stadium seating, press box area, concession-stands and restroom facilities. Equally aesthetic, the softball stadium features a turf field, bleacher- seating capacity for 500 spectators, dugouts and three batting cages.

Working with contractors and school administrators, ARH provided all control surveying, construction stakeout, regrading design and project mapping for the architectural design improvements.



CLIENT

Copeland

CONTACT

Dave Copeland
609.641.2400

PROJECT LOCATION

Ewing, NJ

SERVICES PROVIDED

- Land Surveying
- Horizontal and Vertical Site Control
- Topographic Survey
- Subsurface Utility Locations
- Construction Layout

PRINCETON UNIVERSITY – PALMER STADIUM

Princeton University's football, soccer and lacrosse stadium stands on the grounds of its historic predecessor, Palmer Stadium. At a cost of \$45 million, the new facility stands as an extension to the campus, integrated into daily student life by open concourses and intramural activities. The new 27,800 seat stadium incorporates a 2,500-seat grandstand for an exterior track field and pays strong homage to the Palmer architecture by duplicating the exterior façade.



ARH provided comprehensive survey services throughout the demolition and construction periods.

CLIENT

Copeland

CONTACT

Dave Copeland
609.641.2400

PROJECT LOCATION

Princeton, NJ

SERVICES PROVIDED

- Horizontal and Vertical Site Control
- Topographic Mapping
- Structural Location
- Construction Layout

ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 3 PAST PERFORMANCE & REFERENCES



MERCER COUNTY WATERFRONT PARK

Located along Trenton's Delaware River waterfront promenade, Mercer County's family-friendly baseball stadium is home to the Trenton Thunder, the NY Yankees AA farm team.

As part of the riverfront improvement plan, riparian lines, wetlands and tidelands were established along the riverbanks for design of pedestrian walkways between the stadium, riverfront dock and nearby office complex.

Comprehensive topographic and utility surveys provided additional base mapping for a modified stormwater utility system, and landscaped rest areas adjoining the stadium's exterior.



CLIENT

Mercer County Improvement Authority (MCIA)

CONTACT

Allan Collings, Deputy Executive Director, 609.278.8100

PROJECT LOCATION

Trenton, NJ

SERVICES PROVIDED

- ALTA/ACSM Boundary Survey
- Topographic Mapping
- Subsurface Utility Locations
- Wetlands Locations
- Tide Study
- Pier & Bulkhead Lines

CLEMENTON PARK & SPLASH WORLD

Originally opened in 1907, Clementon Park and Splash World is a small family- friendly amusement park located along the banks of Clementon Lake in southern NJ. One of US's oldest operating amusement parks; Splash World went through a significant renovation under new ownership beginning in 2007 and ending in 2011 with the addition of Torpedo Rush, a 60-foot high and 100-foot long aquatic dual trap gate speed slide.

ARH engineers and surveyors worked closely with Park owners during the design development period, resulting in several new and highly acclaimed water park rides.



CLIENT

Adrenaline Family Entertainment

PROJECT LOCATION

Clementon NJ

SERVICES PROVIDED

- Land Surveying
- Horizontal and Vertical Site Control
- Topographic Mapping
- Subsurface Utility Locations
- Robotic Structural Locations
- Construction Layout

SECTION 3 PAST PERFORMANCE & REFERENCES



CURRENT CLIENT LIST - COUNTY

CLIENT	POSITION(S)	CONTACT	PHONE
Atlantic County	Dam / Transportation Engineer Facilities (Pool) Dam/Transportation Infrastructure (Pool) Land Survey	Gerald DelRosso County Administrator	609.343.2203
Bergen County	Pool of Engineers	Julien X. Neals, Esq. County Administrator	201.336.7335
Burlington County	Pool of Engineers	Joseph Brickley, PE County Engineer	609.702.7067
Camden County	On-Call Survey (Pool) County Engineer (Pool) Bridge Design & Inspections (Pool) GIS & Tax Map Maintenance	Ms. Kevin Becica, PE, CME County Engineer	856.566.2980
Cape May County	GIS & Tax Map Maintenance	Elizabeth Bozzelli County Administrator	609.465.1070
Cumberland County	County Engineer (Pool) Environmental Engineer (Pool)	John Knoop, PE County Engineer	856.453.2192
Gloucester County	Engineering Consultant Environmental Consultant GIS & Tax Map Maintenance	Vincent Voltaggio, PE County Engineer	856.307.6600
Mercer County	GIS & Tax Map Maintenance	Brian Hughes County Executive	609.989.6545
Middlesex County	GIS & Tax Map Maintenance	Amy Fread GIS Director	732.745.3098
Monmouth County	GIS & Tax Map Maintenance	Matthew Clark Tax Administrator	732.683.2194
Morris County	GIS & Tax Map Support	Steven Rice GIS Manager	973.829.8120
Ocean County	Land Survey Services	Carl Block County Administrator	732.929.2147
Salem County	GIS & Tax Map Maintenance	John Snyder, CTA Tax Administrator	856.935.7510
Somerset County	Engineering Services (Pool)	Matthew Loper, PE County Engineer	908.231.7024
Sussex County	GIS & Tax Map Maintenance	Xavier Izquierdo GIS Administrator	973.948.4545
Union County	Engineering Services (Pool) Tax Map Services	Thomas Mineo, PE Director/County Engineer Christopher Duryee, CTA Tax Administrator	908.789.3675

SECTION 3 PAST PERFORMANCE & REFERENCES



CURRENT CLIENT LIST - MUNICIPALITIES

CLIENT	POSITION(S)	CONTACT	PHONE
City of Asbury Park	Special Projects Engineer GIS / Tax Map Maintenance	Erick Aquiar Tax Assessor Donna Vieriro City Manager	732.775.2100
City of Atlantic City	GIS & Tax Map Maintenance	Russell Cipolla City Engineer	609.347.5245
City of Bayonne	Tax Map Maintenance	Joseph Nichols Tax Assessor	201.858.6051
Borough of Belmar	Tax Map Maintenance	April Claudio Borough Clerk	732.681.3434
Berkeley Township	Conflict Engineer Conflict Planner Capital Projects Engineer	John Camera Business Administrator	732.244.7400
Bloomfield Township	Consulting Engineer	Andy Strauss Township Administrator	973.680.4000
Borough of Bound Brook	Tax Map Maintenance	Michael Imbriaco Tax Assessor	732.356.0833
Borough of Bradley Beach	GIS & Tax Map Maintenance	Edward Mullane Tax Assessor	732.776.2999
Brick Township	Engineer / Survey Pool Planner Pool	Elissa Commins Township Engineer	732.262.1040
Borough of Caldwell	Tax Map Maintenance	George Librizzi Tax Assessor	973.226.6100
City of Camden	GIS & Tax Map Maintenance	Terri Paglione Tax Assessor	856.757.7150
Carneys Point Township	Tax Map Maintenance	Kathleen Hill, CTA Tax Assessor	856.299.0070
Cherry Hill Township	GIS & Tax Map Maintenance	Michael Raio Tax Assessor	856.488.7899
Deptford Township	GIS Support Township LSRP Special Projects Engineer	Donald Banks Tax Assessor Paul Medany Mayor	856.845.5300
Eagleswood Township	Tax Map Maintenance	Jim Mancini Tax Assessor	609.296.3040
City of East Newark	Tax Map Maintenance	Denis McGuire Tax Assessor	973.481.0627

ASBURY PARK
SPECIAL PROJECTS ENGINEER

Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)

SECTION 3 PAST PERFORMANCE & REFERENCES



CLIENT	POSITION(S)	CONTACT	PHONE
City of East Orange	City Engineer Survey Services	Solomon Steplight City Administrator	973.266.5310
Borough of Eatontown	Tax Map Maintenance Borough Planner Special Projects Engineer	John Gilooly Tax Assessor William Lucia Business Administrator	732.389.7609
Borough of Edgewater	GIS & Tax Map Maintenance	Arthur Carlson, CTA Tax Assessor	201.943.1700
Franklin Borough (Sussex)	GIS & Tax Map Maintenance	Scott Holzhauer Tax Assessor	973.827.9280
Borough of Glen Ridge	Tax Map Maintenance	George Librizzi Tax Assessor	973.748.8400
Town of Hammonton	Town Engineer Town Planner GIS & Tax Map Maintenance	Stephen DiDonato Mayor Mary Joan Wyatt Tax Assessor	609.567.4300
City of Hoboken	GIS & Tax Map Maintenance	Sal Bonaccorsi Tax Assessor	201.420.2023
Borough of Hopatcong	GIS & Tax Map Maintenance	Theresa DePierro Tax Assessor	973.770.1200
Irvington Township	Township Engineer Township LSRP Digital Tax Map	Musa Malik Business Administrator	973.399.8111
City of Jersey City	GIS & Tax Map Maintenance	Eduardo Toloza, CTA Tax Assessor	201.547.4417
Town of Kearny	GIS & Tax Map Maintenance	John Peneda Tax Assessor	201.955.7981
Borough of Lindenwold	GIS & Tax Map Maintenance	Dawn Thompson Business Administrator	856.783.2121
Livingston Township	GIS & Tax Map Maintenance	Lidia Dumytsch, MPA, CTA Tax Assessor	973.992.5000
City of Long Branch	Tax Map Maintenance	John Butow, CTA Tax Assessor	732.571.5658
Borough of Manasquan	Tax Map Maintenance	Robin Palughi Tax Assessor	732.223.2292
Marlboro Township	GIS & Tax Map Maintenance	Renee Frotton Tax Assessor	732.536.0200
Millburn Township	Tax Map Maintenance	Lisa Baratto Tax Assessor	973.564.7081

SECTION 3 PAST PERFORMANCE & REFERENCES



Montclair Township	Tax Map Maintenance	George Librizzi Tax Assessor	973.509.4920
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ASBURY PARK
SPECIAL PROJECTS ENGINEER

Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)

SECTION 3 PAST PERFORMANCE & REFERENCES



CLIENT	POSITION(S)	CONTACT	PHONE
City of Neptune	GIS & Tax Map Maintenance	William Fitzpatrick Tax Assessor	732.776.7224
Neptune Township	Engineering Services CADD Services	Philip Huhn Business Administrator	732.988.5200
	Tax Map & GIS Maintenance	Bernard Haney Tax Assessor	
Borough of Netcong	Tax Map Maintenance	Ralph Blakeslee Business Administrator	973.347.0252
City of New Brunswick	GIS & Tax Map Maintenance	Philip Duchesneau Tax Assessor	732.745.5011
New Providence Township	Township Engineer Township Planner	Douglas Marvin Business Administrator	908.665.1400
Borough of North Caldwell	Tax Map Support	George Librizzi Tax Assessor	973.228.6410
North Bergen Township	Digital Tax Maps	Christopher Pianese Administrator	201.394.2810
North Brunswick Township	GIS & Tax Map Maintenance	Diane Walker Tax Assessor	732.247.0922
Borough of Oakland	GIS & Tax Map Maintenance	Scott Holzhauer Tax Assessor	201.337.8111
City of Ocean City (Cape May)	GIS & Tax Map Maintenance		609.399.6111
Ocean Township (Monmouth)	GIS & Tax Map Maintenance	Jacob Neiman Tax Assessor	732.531.5000
City of Paterson	GIS & Tax Map Maintenance	Rich Marra Tax Assessor	973.321.1380
Borough of Park Ridge	GIS & Tax Map Maintenance	Robert Campora Tax Assessor	201.822.3144
Pemberton Township	Township Engineer Tax Map Maintenance	David Patriarca Mayor	609.894.3304
		Maureen Francis Tax Assessor	
City of Plainfield	Environmental Services	Wayne Clark Business Administrator	908.753.3310
Rockaway Township	Tax Map Maintenance	Mark Burek Tax Assessor	973.983.2819

SECTION 3 PAST PERFORMANCE & REFERENCES



CLIENT	POSITION(S)	CONTACT	PHONE
Robbinsville Township	Capital Projects Engineer Township Planner Planning Board Engineer Zoning Board Engineer Redevelopment Planner	Joy Tozzi Business Administrator	609.259.3600
Borough of Rutherford	GIS & Tax Map Maintenance	Denis McGuire Tax Assessor	201.460.3000
Borough of South Toms River	Special Projects Engineer	Joseph Kostecki Borough Administrator	732.349.0403
Toms River Township	Engineer Pool Inspection Pool	Donald Guardian Township Administrator	732.341.1000
City of Trenton	GIS & Tax Map Maintenance	Kevin Maloney Tax Assessor	609.989.3291
City of Union City	GIS & Tax Map Maintenance	Sal Bonaccorsi Tax Assessor	201.348.5725
Upper Township	GIS & Tax Map Maintenance	Megan MacAfee, CTA Tax Assessor	609.628.4426
Verona Township	Tax Map Maintenance	George Librizzi Tax Assessor	973.857.4837
Vernon Township (Sussex County)	Tax Map Maintenance	Jack Flood Vice President	732.563.2220
City of Vineland	City Engineer Services Environmental Engineer Services	Robert Dickenson, Jr. Business Administrator	856.794.4000
Winslow Township	Planning Board Engineer	Joseph Gallagher, MPA Township Administrator	609.567.0700
Woolwich Township	GIS & Tax Map Maintenance	Kim Jaworski Tax Collector	856.467.2666

OTHER ENTITIES

CLIENT	POSITION(S)	CONTACT	PHONE
Burlington County Bridge Commission	Engineer Pool	Joseph Brickley, PE County Engineer	856.829.1900
Red Bank Redevelopment Agency	Redevelopment Engineer Redevelopment Planner	Ziad Shehady Business Administrator	732.530.2777
Winslow Township Fire District	Special Projects Engineer	Lorraine Azzarano, CPA Business Manager	609.561.4225
Manchester BOE	LSRP	Betty McCrae Administration	732.350.5900

SECTION 3 PAST PERFORMANCE & REFERENCES



NJ AUTHORITIES

CLIENT	POSITION(S)	CONTACT	PHONE
Brick Township MUA	Consulting Engineer Alternate Engineer	Stephen Specht, PE Authority Engineer	732.458.7000
Casino Reinvestment Development Authority (CRDA)	Civil & Survey Civil & Planner Structural Engineer	Thomas Meehan Director of Planning	609.347.0500
Cumberland County Improvement Authority	Engineer Services Environmental Services Planning Services	Gerald Velazquez, III President / CEO	856.825.3700
Deptford Township MUA	LSRP	Robert Hatalovsky Executive Director	856.415.1111

SECTION 4 COST & FEES



2022 HOURLY BILLING RATE SCHEDULE

TITLE	BILLING RATE
Associate	\$135.00 - \$150.00
Senior Project Manager / Senior Professional	\$125.00 - \$135.00
Project Manager / Professional	\$115.00 - \$125.00
Staff / Assistant	\$95.00 - \$115.00
Senior Technical	\$75.00 - \$95.00
Technical	\$65.00 - \$85.00
Technical Assistant	\$45.00 - \$65.00

ADDITIONAL (IF-NEEDED)

TITLE	BILLING RATE
Principal	\$175.00
Vice President	\$145.00 - \$160.00
Licensed Site Remediation Professional (LSRP)	\$165.00
Survey Crew (2-Person)	\$145.00
Survey Crew (1-Person)	\$110.00
Permitting Specialist	\$130.00
Programmer (IT)	\$135.00
Project Administrator	\$135.00
Public Affairs	\$120.00

Miscellaneous charges including, but not limited to preparing copies, prints, mailings, etc., may be billed as direct costs.

Reproduction Square foot rate subject to type of reproduction

Special Mailings/Delivery ... Rates subject to priority, weight, and distance

Other Direct Costs Cost + 15% to include, but not limited to, subcontractors, supplies, and other materials

SECTION 5 FORMS, LICENSES, & CERTIFICATIONS



- Acknowledgement of Receipt of Addenda
- Mandatory Equal Employment Opportunity Language
- New Jersey Anti-Discrimination
- Americans with Disabilities Act of 1990 Language
- Stockholder Disclosure Certification
- Statement of Ownership
- Proof of Business Registration
- Disclosure of Investment Activities in Iran
- Election Contributions Disclosure Notification Form
- Non-Collusion Affidavit
- W-9 Form
- Political Contributions Disclosure Form
- Sworn Statement by Professional Services Provider
- Ethics Statement

City of Asbury Park
PROPOSAL DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Acknowledgment of Receipt of Addenda	
☒	Mandatory Affirmative Action Language	
☒	New Jersey Anti-Discrimination	
☒	Americans with Disabilities Act of 1990 Language	
☒	Stockholder Disclosure Certification Statement of Ownership	
☒	Proof of Business Registration	
☒	Disclosure of Investment Activities in Iran	
☒	Election Contributions Disclosure Notification Form	
☒	Non-Collusion Affidavit	
☒	W-9 Form	
☒	Political Contributions Disclosure Form	
☒	Sworn Statement by Professional Services Provider	
☒	Ethics Statement	

Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: 

Acknowledged for: ARH Associates, Inc.
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Richard Rehmann
(Print or Type)

Title: President

Date: November 18th, 2021

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
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 or sex. Except with respect to affectional or sexual orientation, 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 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 for the 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 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: ARH Associates, Inc.

SIGNATURE: 

PRINT NAME: Richard Rehmann

TITLE: President

DATE: November 18th, 2021

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

Signature



AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature



STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: ARH Associates, Inc.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|--|--|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☐ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☒ Subchapter S Corporation | ☐ Non-Profit | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: See attached sheet

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

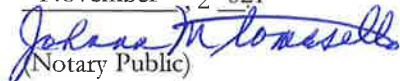
Name: _____

Name: _____

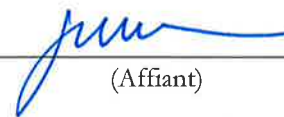
Home Address: _____

Home Address: _____

Subscribed and sworn before me this 18 day of
November, 2 021


 (Notary Public)

My Commission expires: 10/31/23


 (Affiant)

Richard Rehmann, President
 (Print name & title of affiant)

(Corporate Seal)

JOHNNA M. TOMASELLO
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 10/31/2023

OWNERSHIP DISCLOSURE

Adams, Rehmann & Heggan Associates, Inc.

Name	Home Address	Office	% Ownership	Date of Birth
Chris R. Rehmann	150 Golden Eagle Drive Hammonton, NJ 08037	Chairman of the Board	20%	06/22/1940
Richard S. Rehmann	875 Central Avenue Hammonton, NJ 08037	President	55%	12/31/1969
Richard A. Heggan	9 Moss View Lane Hammonton, NJ 08037	Vice President	15%	09/06/1946
Robert R. Heggan	10 Spruce Drive Medford, NJ 08055	Vice President	10%	05/02/1941

NJ BUSINESS REGISTRATION CERTIFICATION

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 282 TRENTON, N.J. 08646-0282
TAXPAYER NAME: ADAMS, REHMANN AND HEGGAN ASSOCIATES, IN	TRADE NAME: CIVIL SOLUTIONS	
ADDRESS: 215 BELLEVUE AVE. PBX 579 HAMMONTON NJ 08037-2018	SEQUENCE NUMBER: 0066374	
EFFECTIVE DATE: 07/09/74	ISSUANCE DATE: 10/06/16	
 Director New Jersey Division of Revenue		
FORM BRG		

Disclosure of Investment Activities in Iran

Bidder Name: ARH Associates, Inc.

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:

X

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

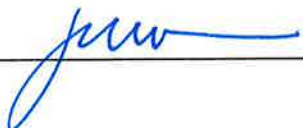
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the *<name of contracting unit>* is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the *<reference to contracting unit>* to notify the *<reference to contracting unit>* in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the *<name of contracting unit>* and that the *<reference to contracting unit>* at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Richard Rehmann

Title: President

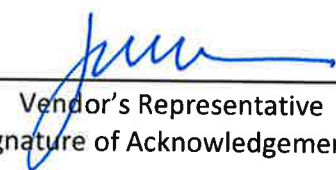
Signature: 

Date: November 18th, 2021

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27**, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Vendor's Representative
Signature of Acknowledgement

November 19th, 2021
Date of Acknowledgement

Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Atlantic

ss:

I, Richard Rehmann residing in Hammonton
(name of municipality) (name of affiant)
 in the County of Atlantic and State of New Jersey
of full age, being duly sworn according to law on my oath depose
and say that:

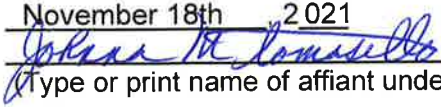
I am President of the firm of
(Title or position) (Name of firm)

ARH Associates, Inc. the bidder making this Proposal for the bid
 entitled Special Projects Engineer, and that I executed the said proposal with
(title of bid proposal)
 full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
 participated in any collusion, or otherwise taken any action in restraint of free, competitive
 bidding in connection with the above named project; and that all statements contained in said
 proposal and in this affidavit are true and correct, and made with full knowledge that the
Asbury Park relies upon the truth of the statements
 contained in said Proposal
(name of contracting unit)
 and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
 secure such contract upon an agreement or understanding for a commission, percentage,
 brokerage, or contingent fee, except bona fide employees or bona fide established
 commercial or selling agencies maintained by
ARH Associates, Inc.

Subscribed and sworn to

before me this day


 Signature
November 18th 2021

 (Type or print name of affiant under signature)
Notary public of New JerseyMy Commission expires 10/31/23

(Seal)

JOHNNA M. TOMASELLO
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 10/31/2023

W-9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Adams, Rehmann & Heggan Assoc., Inc.

2 Business name/disregarded entity name, if different from above
ARH Associates

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
215 Bellevue Avenue (PO Box 579)

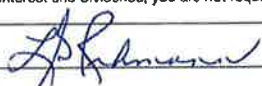
6 City, state, and ZIP code
Hammonton, NJ 08037

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
____ - ____ - ____
or
Employer identification number
2 2 - 2 0 4 9 6 2 3

Part II Certification
Under penalties of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 10/24/17

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
 • Form 1099-INT (interest earned or paid)
 • Form 1099-DIV (dividends, including those from stocks or mutual funds)
 • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 • Form 1099-S (proceeds from real estate transactions)
 • Form 1099-K (merchant card and third party network transactions)
 • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 • Form 1099-C (canceled debt)
 • Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
 By signing the filled-out form, you:
 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name:	ARH Associates, Inc.		
Address:	215 Belevue Avenue, PO Box 579		
City:	Hammonton	State: NJ	Zip: 08037

Signature Richard Rehmann Printed Name Richard Rehmann Title President

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]

Packet Pg. 587

Asbury Park
Political Contributions Disclosure

Date	Account Name	Amount
1/29/21	Triggiano and Yassin for Red Bank Borough Council	\$600
4/16/21	DiRocco for Commissioner	\$1,000
6/4/21	Friends for Tom Arnone for Commissioner	\$750
8/20/21	Maureen Raisch for County Surrogate	\$1,000
8/27/21	Gopal for Senate	\$2,600

All of these contributions were made by:
Adams, Rehmann & Heggan Associates, Inc.
215 Bellevue Avenue
Hammonton, NJ 08037

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the City of Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that my family, my firm or I has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

ARH Associates, Inc.

Firm's Name

Signature

Richard Rehmann

Print Name

President

Title

Subscribed and sworn to before me this

18 day of November, 20 21.



Notary Public

JOHNNA M. TOMASELLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/31/2023

Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)



Richard Rehmann, PE, CME, PP, PLS
Chris Rehmann, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

ARH Associates, Inc. has no pending or active violations against them.

Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)

ARH Associates

Corporate Headquarters – 215 Bellevue Avenue – PO Box 579 – Hammonton, NJ 08037 – 609.561.0482 – fax 609.567.8909
Bloomfield Office – 2 Broad Street – Suite 602 – Bloomfield, NJ 07003 – 973.337.8562 – fax 973.337.8974

www.arh-us.com

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification **4250**

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-APR-2020** to **15-APR-2023**

ADAMS, REHMANN & HEGGAN ASSOC/CIVIL SOLUTIONS
215 BELLEVUE AVE.
HAMMONTON NJ 08037 2019



ELIZABETH MAHER MUOIO
State Treasurer

CERTIFICATE OF AUTHORIZATION

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey New Jersey Office of the Attorney General Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

ADAMS, REHMANN & HEGGAN ASSOC. INC.
CHRIS R REHMANN
215 Bellevue Ave
PBX 579
Hammononton NJ 08037

FOR PRACTICE IN NEW JERSEY AS A(N): Certificate of Authorization

Engineering & Land Surveying

08/28/2020 TO 08/31/2022
VALID

24GA27973300
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

Paul Rodriguez
ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors
HAS LICENSED
ADAMS, REHMANN & HEGGAN ASSOC. INC.
Certificate of Authorization
Engineering & Land Surveying

08/28/2020 TO 08/31/2022
VALID

24GA27973300
License/Registration/Certificate #

SIGNATURE

Paul Rodriguez
ACTING DIRECTOR

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:

Board of Prof. Engineers & Land Survey
P.O. Box 48015
Newark, NJ 07101

PLEASE DETACH HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/18/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937		CONTACT Aon Risk Services, Inc of Florida NAME: PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514 EMAIL ADDRESS: ADP.COI.Center@Aon.com	
INSURED ADP TotalSource DE IV, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F Adams Rehmann & Heggan Assoc Inc. DBA Civil Solutions 215 Bellevue Avenue Hammonton, NJ 08037		INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23841	

COVERAGES

CERTIFICATE NUMBER: 3209013

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEC ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC 027127024 NJ	07/01/20	07/01/21	☒ PER STATUTE ☐ OTH-ER	E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All worksite employees working for ADAMS REHMANN & HEGGAN ASSOC INC. DBA CIVIL SOLUTIONS, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-52



RESOLUTION NO. 2022-52

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF DESIMONE CONSULTING ENGINEERS TO PERFORM SPECIAL PROJECT ENGINEERING SERVICES

WHEREAS, there is a need for the City of Asbury Park (the “City”) to appoint a licensed Professional Special Project Engineer to perform certain professional special project engineering services (the “services”) for the City, for the time period from January 1, 2022 through December 31, 2022; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* (specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the Local Public Contracts Law authorizes the awarding of a contract for “professional services” without public advertising for bids and bidding therefore, provided that the Resolution authorizing the contract and the contract itself are available for public inspection in the office of the Municipal Clerk and that notice of the awarding of the contract is published in a newspaper of general circulation in the municipality; and

WHEREAS, the firm of DeSimone Consulting Engineers (also referenced as the “Firm”) of New York, New York, submitted a proposal to provide the necessary professional services to the City, pursuant to the terms and conditions set forth in the attached proposed form of contract; and

WHEREAS, the Firm has demonstrated that it has extensive experience in the Engineering field, and that its services will be of benefit to the City; and

WHEREAS, the retention of the Firm has been effectuated through a “non-fair and open” (a/k/a restricted) process pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the “Pay-to-Play Law”), and the Firm has submitted all necessary documents in compliance with the Pay-to-Play Law; and

WHEREAS, said appointment shall be subject to and contingent upon certification of adequate funding for the services by the City’s Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. That DeSimone Consulting Engineers (the “Firm”) is hereby appointed to perform professional special project engineering services for the City, for the time period from January 1, 2022 through December 31, 2022.
2. That this appointment is subject to and contingent upon certification of adequate funding for the services by the City’s Chief Financial Officer.
3. That, subject to the provisions of Paragraph 2 above, the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached contract between the City and the Firm for the aforementioned professional services.
4. That this contract is awarded without competitive bidding as a “professional service” in accordance with N.J.S.A. 40A:11-5 of the Local Public Contracts Law of New Jersey.
5. That this contract is also awarded through a “non-fair and open” (a/k/a restricted) process pursuant to and in accordance with the State’s Pay-to-Play Law.
6. That notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. That a certified copy of this Resolution shall be provided to each of the following:
 - a. DeSimone Consulting Engineers;
 - b. Donna M. Vieiro, Acting City Manager;
 - c. JoAnn Boos, Chief Financial Officer;
 - d. Tracy Lizardi, Director of Purchasing; and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-52 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made this 7 day of ^{November}~~September~~, 2021, by and between the City of Asbury Park (the "City"), One Municipal Plaza, Asbury Park New Jersey 07712, a municipal corporation of the State of New Jersey, hereinafter "City", and De Simone Consulting Engineers, 140 Broadway, 25th Floor, New York, NY 10005, (hereinafter "Consulting Engineer").

WHEREAS, the Consulting Engineer has submitted a proposal dated July 13, 2021 to the City for The City of Asbury Park – Owner's Representative Services related to structural evaluations of residential and commercial high-rise buildings, and the proposal, including fees, are satisfactory to the City, and are set forth herein; and

WHEREAS, a copy of the proposal is attached hereto Exhibit "D".

NOW, THEREFORE, WITNESSETH THIS AGREEMENT: That for and in consideration of the mutual covenants and promises between the parties thereto, it is hereby agreed that:

I. APPOINTMENT; EXTENT OF SERVICES

The City of Asbury Park hereby appoints the Consulting Engineer to perform the services referenced in the proposal attached hereto as Exhibit "D", which is incorporated herein by reference.

II. STATUS OF ASSOCIATES, EMPLOYEES AND ASSOCIATED FIRM

1) The Engineer, when engaged in the performance of engineering duties and services as Consulting Engineer related to any duty or responsibility imposed on the Engineer by any government statute, law, regulation or ordinance (including specifically services described in Part III, 1) hereof), shall be acting as an agent of the City and shall be entitled to all rights, privileges and immunities normally accorded to a Consulting Engineer by virtue of the Engineer's status as an agent of the City, except that Consulting Engineer shall not be construed as an "insured person" for purposes of any of the policies of insurance maintained by the City, including by way of example only, Workers Compensation, General Liability, Automobile Liability, Professional Liability, etc, it being understood that Consulting Engineer will at all times maintain its own policies of insurance.

2) The City authorizes the Consulting Engineer to secure any and all professional, technical and non-technical staff, which may from time to time be necessary in the performance of the services authorized. It is agreed and understood that services will be provided and certain functions will be performed on behalf of the City, pursuant to the terms of this proposal, by employees of the Consulting Engineer's associated firm, De Simone Consulting Engineers.

3) The professional, technical and non-technical staff referred to in subpart 2 hereof, when they are engaged in the performance of engineering duties and services referred to in Part III, 1) hereof, on behalf of the City, shall be considered as of the City (to the extent permitted by law, recognizing that Consulting Engineer and the members of their associated firm, is (are) in certain circumstances, independent contractors) so long as they act under the direct supervision

and control and in furtherance of the specified duties and responsibilities of the Consulting Engineer outlined in part III, 1) hereof.

III. ENGINEERING SERVICES TO BE PROVIDED

1) Related to Duties and Responsibilities imposed on a Consulting Engineer by Statute, Law, Regulations or Ordinance:

a. Structural Evaluations

As outlined in Exhibit "D" attached to this agreement, Professional services of the Consulting Engineer will include structural evaluations of multiple residential and commercial high-rise buildings.

2) Services shall only be provided pursuant to the direction and authorization of the City.

IV. CONSULTING ENGINEER'S RESPONSIBILITIES

1) To provide, with the usual thoroughness and completeness of the profession, professional services noted and set forth in Part III above. No warranty or representation, either expressed or implied, is included or intended.

2) To stand ready to explain and defend, under the terms and for the compensation hereinafter mentioned, all services provided.

3) To provide, at the request of the City, such supplementary proposals as may be requested.

4) To arrange for the City to examine all payroll and cost records relating to the services provided.

5) To advise the City of any apparent discrepancies in any plans or documents, or any observed errors in construction or of the Consulting Engineer's inability for any reason whatsoever to provide services requested.

6) To obtain the services of sub-contractors or sub-professionals as required and/or ordered by the City for the compensation provided herein.

V. CITY'S RESPONSIBILITIES

1) To provide the Consulting Engineer with full information as to the City's requirements and with full access to the site of the work of any proposed project, including responsibility to provide such legal action as may be required to assure access of the Consulting Engineer to the site of the work.

2) To designate a person to act as the "City Representative" with respect to the work to be performed, such individual to have full authority to act for the City in regard to requesting

and/or authorizing the services of the Consulting Engineer. Unless otherwise designated by action of the City Council, such person shall be the City Manager.

3) To confirm that funds are available to pay for the services requested and/or authorized and to provide the Consulting Engineer with a certificate of availability of funds when requested.

4) To provide the Consulting Engineer with reasonable notice when the City will require the Consulting Engineer to be present at any meeting or to specifically initiate any of the services outlined in this Proposal.

5) To request any supplementary proposals required.

6) To secure and provide for the Consulting Engineer's use, at the expense of the City, such property, deed and Tax Map information as may be in the possession of the City and to secure and provide for the Consulting Engineer's use such title information, concerning parcels of property to be acquired in connection with any project, as a search of the property, to be conducted by a person designated and paid by the City, will disclose.

VI. PAYMENT FOR SERVICES

1) All services outlined in Part III will be compensated in accordance with the compensation section of the letter of transmittal/scope of services in Exhibit "D", attached to this agreement. The Consulting Engineer is authorized to exceed the budgeted cost of \$17,500 to complete the scope of work as defined in Exhibit "D".

2) Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due when rendered.

3) For the purpose of this Agreement, the phrase "personnel employed by the Consulting Engineer's associated firm" shall mean all employees of every nature and classification employed directly in providing the services required.

VII. PERIOD OF SERVICE AND TERMINATION

1) This Agreement may be terminated by either party upon thirty (30) days advance written notice, with or without cause. If such termination occurs, the Consulting Engineer shall be entitled to compensation for all services rendered prior to the effective date of the termination according to the provisions of Part VI herein.

2) Unless terminated by act of law or God, or as provided in Part II-1 or VII-1, this Agreement shall remain in force and shall be binding upon the Consulting Engineer, the City and their heirs, successors and assigns until the scope of work described herein is completed. Any design type projects underway at the time of the Consulting Engineer's termination shall be completed by the Consulting Engineer or associated firm unless the City specifically directs otherwise; in such case the Consulting Engineer shall be compensated as set forth in Part VI, 1).

3) This Agreement covers the time period from the date of its execution through the completion of the services specified in Exhibit "D", or June 30, 2022, whichever occurs sooner.

VIII. OWNERSHIP & REUSE OF DOCUMENTS

1) Ownership of Documents

All plans, specifications, reports and other documents ordered by the City and submitted to the City shall remain the property of the City for use by the City in current or future programs. Unless the City directs otherwise, the Consulting Engineer shall provide one (1) reproducible record set of all project drawings and one (1) set of signed and sealed prints. All shall be billed as herein provided. At the completion of work or in the event of termination, all work sheets and internal office communications of the Consulting Engineer, including drawings, sketches, calculations, field notes and memoranda are and remain the property of the Consulting Engineer, as instruments of their service. The City, at its expense, may obtain reproducible record prints of any sketches or drawings and copies of any and all documents. The Consulting Engineer will provide the City, or its representatives, access to their files during normal working hours for the purpose of determining the extent of necessary duplication. Except for the purpose described above, the Consulting Engineer and their associated firm assert their exclusive copyright concerning all documents submitted to the City.

2) Reuse of Documents

All documents including drawings and specifications prepared by the Consulting Engineer pursuant to this Agreement are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Consulting Engineer for the specific purpose intended will be at the City's sole risk, with no liability or legal exposure to Consulting Engineer; and the City shall indemnify and hold harmless Consulting Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consulting Engineer to further compensation at rates to be agreed upon by the City and Consulting Engineer.

IX. CITY REQUIREMENTS

The Consulting Engineer will conform to the State of New Jersey requirements, Exhibits "A" through "C" inclusive, and are attached hereto and made a part hereof.

X. SEVERABILITY

If any provision of this Agreement is held unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not render any other provision of this Agreement unenforceable.

XI. AUTHORIZATION OF AGREEMENT

This Agreement has been authorized by emergency declaration pursuant to N.J.A.C. 40A:11-6 by the Deputy City Manager, serving in the capacity as Acting City Manager on July 14, 2021. A

Resolution shall be adopted at the regular meeting of the City Council of the City of Asbury Park held on the 28th day of July 2021 to memorialize the Agreement.

XII. GOVERNING LAW

This Agreement shall be governed and interpreted under the Laws of the State of New Jersey. Any litigation arising in any way from this Agreement shall be brought in the State of New Jersey or Federal Courts of the State of New Jersey.

XIII. POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to the Consulting Engineer and the Consulting Engineer's firm, De Simone Consulting Engineers, based on the merits and abilities of the Consulting Engineer's firm to provide the goods or services as described herein. As such, the undersigned does hereby attest that the Consulting Engineer's firm, De Simone Consulting Engineers, its subsidiaries, assigns or principals controlling in excess of ten percent (10%) of the company, has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16 in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person servicing in an elective public office of that municipality when the contract is awarded.

XIV: INSURANCE AND INDEMNIFICATION

A.) **Insurance:** At all times during the Term of this Agreement, Consulting Engineer shall procure and maintain policies of insurance as follows:

1. Comprehensive General Liability ("CGL") with limits of not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Automobile Liability ("AL") with limits of not be less than \$1,000,000 combined single limit.
3. Professional Liability (Errors and Omissions) with limits of not be less than \$3,000,000 per claim and in the aggregate.
4. Workers Compensation: Statutory
5. Employers Liability ("EPLI") with limits of not be less than \$1,000,000 each accident.
6. Umbrella coverage of \$5,000,000 in excess of the coverage limits provided under Paragraphs XIV (A) 1,2,3 and 5

Within 10 days of full execution of this Agreement, Consulting Engineer shall provide the City with Certificates of Insurance ("COIs") demonstrating the foregoing policies of insurance are in effect during the term of the services provided hereunder. The COIs for the CGL, AL and EPLI policies shall name the "City of Asbury Park, its officials and employees, volunteers, and agents" as additional insureds and shall indicate that said policies are primary and shall include a waiver of subrogation as to the City and its carriers. Consulting Engineer will provide the City with ten (10) days written notice prior to any cancellation or material alteration of the foregoing policies.

- B.) **Indemnification:** To the extent of the availability of insurance coverage provided to the City through the policies set forth Paragraph XIV (A) above, Consulting Engineer shall indemnify, defend and hold harmless the City of Asbury Park, its officials, employees, contractors, volunteers, agents and insurers, from and against all third party claims to the extent same arise out of or from the negligent or intentionally wrongful acts or omissions of Consulting Engineer, its agents, contractors, successors and assigns (the "Consulting Engineer Indemnity"). The Consulting Engineer Indemnity shall extend to any self-insured retention or deductible applicable to any of the policies provided in Paragraph XIV (A) above, however said Consulting Engineer Indemnity shall not include (i) any indirect, special, punitive, incidental or consequential damages, whatsoever (including, without limitation, lost profits or interruption of business) arising out of or related to the services provided under this Agreement, nor shall any officer, director, shareholder, partner, principal, member, owner or other representative of Consulting Engineer have any personal liability under the Agreement or otherwise in connection with the services provided under the Agreement (unless said liability is provided by applicable law for actions taken outside the scope of their corporate duties) and the City hereby waives any and all claims hereunder against such parties, (ii) damages related to any delays in services required under this Agreement to the extent same are the direct result of labor strikes, acts of war or governmental intervention, riots or extraordinary weather conditions or matters beyond the control of Consulting Engineer, or (iii) any claims based upon a breach of this Agreement, which claims, while available to the City, will nonetheless not be included within the scope of the Consulting Engineer Indemnity. Subject to the Limitations of Liability set forth in Paragraph XIV (C) below, the City shall indemnify, defend and hold harmless Consulting Engineer (the "City Indemnity") from and against all third party losses and claims to the extent same arise out of or from the negligent or intentionally wrongful acts or omissions of the City, employees, contractors, volunteers or agents, however the City Indemnity shall not include (iv) any indirect, special, punitive, incidental or consequential damages whatsoever (including, without limitation, lost profits or interruption of business) arising out of or related to the services provided under this Agreement, nor shall any elected official, employee, volunteer or other agent or representative of the City have any personal liability under the Agreement or otherwise in connection with the services provided under the Agreement (unless said liability is provided by applicable law for actions taken outside the scope of their municipal duties) and the Consulting Engineer hereby waives any and all claims hereunder against such parties, (v) damages related to any delays in services required under this Agreement to the extent same are the direct result of labor strikes, acts of war or governmental intervention, riots or extraordinary weather conditions or matters beyond the control of the City, or (vi) any claims based upon a breach of this Agreement, which claims, while available to the Consulting Engineer, will nonetheless not be included within the scope of the City Indemnity.
- C.) **Limitation of Liability.** To the fullest extent permitted by law, the total cumulative liability of Consulting Engineer for any and all claims arising out of or in any way related to the services provided under this Agreement or the project from any cause whatsoever, including, without limitation, Consulting Engineer's alleged negligence or other wrongful conduct, strict liability, breach of contract or indemnity shall not exceed the greater of \$750,000, or the available proceeds of Consulting Engineer's insurance. However, under no

circumstances shall Consulting Engineer be liable for any indirect, special, punitive, incidental or consequential damages, whatsoever (including, without limitation, lost profits or interruption of business) arising out of or related to the services provided under this Agreement, nor shall any officer, director, shareholder, partner, principal, member, owner or other representative of Consulting Engineer have any personal liability under the Agreement or otherwise in connection with the services provided under the Agreement (unless said liability is provided by applicable law for actions taken outside the scope of their corporate duties) and the City hereby waives any and all claims hereunder against such parties. The City Indemnity shall be capped at \$750,000 for all indemnified claims arising under this Agreement. However, under no circumstances shall the City be liable for any indirect, special, punitive, incidental or consequential damages whatsoever (including, without limitation, lost profits or interruption of business) arising out of or related to the services provided under this Agreement, nor shall any elected official, employee, volunteer or other agent or representative of the City have any personal liability under the Agreement or otherwise in connection with the services provided under the Agreement (unless said liability is provided by applicable law for actions taken outside the scope of their municipal duties) and the Consulting Engineer hereby waives any and all claims hereunder against such parties.

XVI. DISPUTE RESOLUTION

The City and Consulting Engineer agree that they shall submit any and all unsettled claims, counterclaims, and other unresolved disputes to non-binding mediation, where each party shall pay its own costs and fifty percent (50%) of the mediator's fees. Any and all claims and / or causes of action between the Parties arising out of or relating to this Agreement may be brought by either Party within eight (8) years of substantial completion of the Project or termination of this Agreement, whichever is sooner.

XVII. NOTICES

All notices required or permitted hereunder shall be in writing addressed to the respective Parties as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid.

XVIII. SEVERABILITY

If any provision contained herein is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of this Agreement unenforceable.

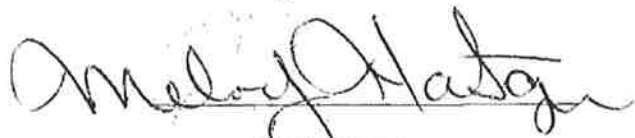
XIX. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by e-mail or facsimile transmission.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement. Any amendments to the Agreement must be set forth in writing and signed by the respective parties in order to be binding.

WITNESS:



Melody Hartsgrove
City Clerk

CITY OF ASBURY PARK



John Moor, Mayor

DE SIMONE CONSULTING ENGINEERS

WITNESS:



Borys Hayda
Managing Principal



Brian Hanifin
Managing Director – Risk Management and Forensics

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, 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, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Contractor or contracting officer, advising the labor union of the consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant, 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 agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor 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 Contractor which engages in direct or indirect discriminatory practices.

The Contractor 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 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 consultant, 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 Contractor through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Contractor 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.**

DeSimone Consulting Engineering D.P.C. (Firm's Name)

By: Brian P. Hanifin (signature)
 Brian Hanifin (print name)
 Managing Director – Risk (title)
 Management and Forensics

Dated: 11.01.2021

EXHIBIT "B"

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion
(A.A. 302-Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No X
2. Do you have a State Certificate of Employee Information Report Approval?
Yes X No _____

You shall submit a photostatic copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

_____ (Firm's Name)

By: _____ (signature)
 _____ (print name)
 _____ (title)

Dated: _____

Certification 65054

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **INITIAL**

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-SEP-2021** to **15-SEP-2024**

DESIMONE CONSULTING ENGINEERING DPC
140 BROADWAY 25TH FL
NEW YORK NY 10005



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

EXHIBIT "C"
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants and employees, the City shall expeditiously forward or have forwarded to the City every demand, complaint, notice, summons, pleading or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the Contractor assumes no obligation to indemnify or save harmless the consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the consultant's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Contractor from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

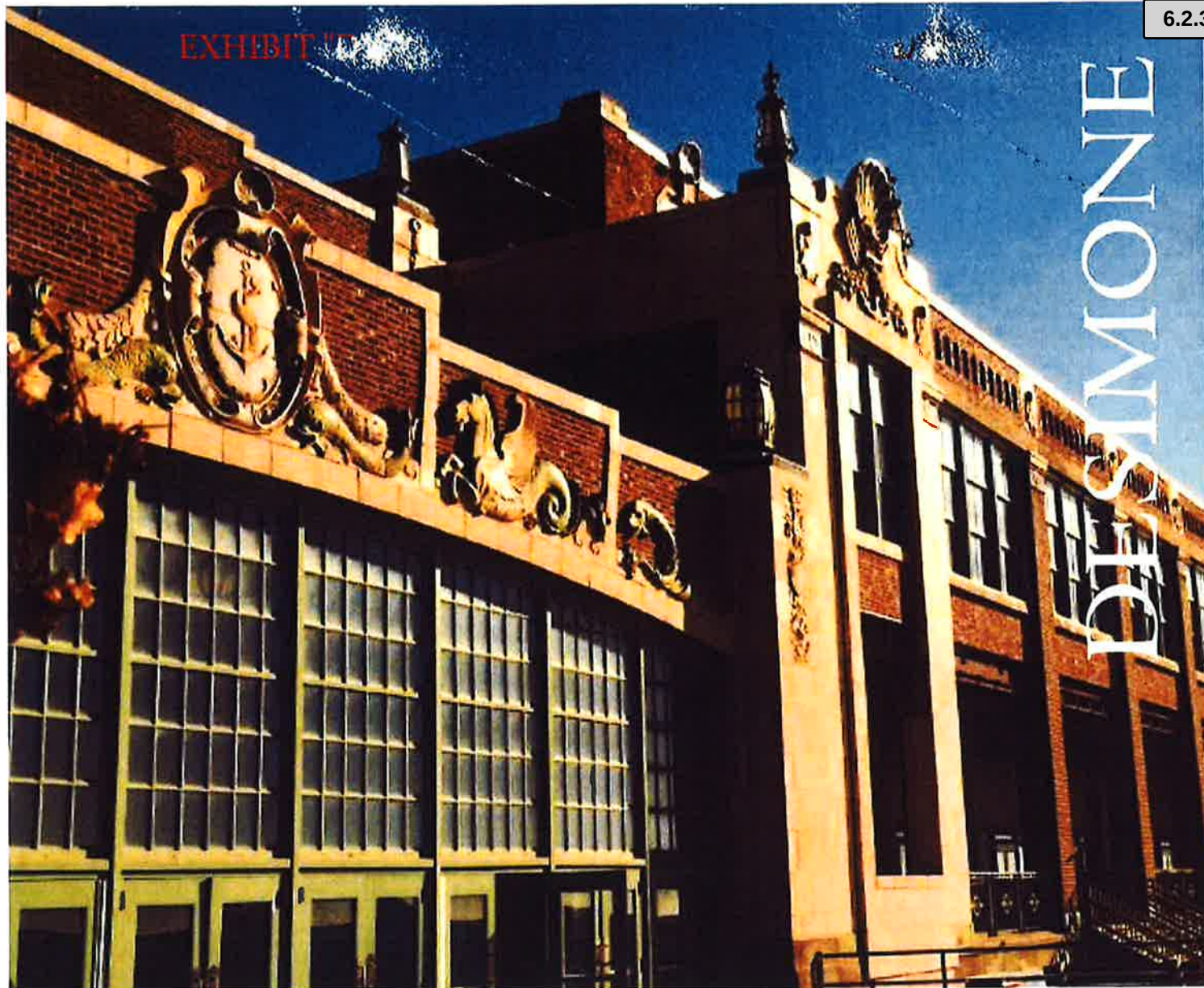
DeSimone Consulting Engineering D.P.C. (Firm's Name)

By: Brian P. Hanifin (signature)
 Brian Hanifin (print name)
 Managing Director – Risk Management (title)
 and Forensics

Dated: 11.01.2021

Attachment: Executed Agreement[FIRM_7461944v1] (2022-52 : DeSimone Special Project Engineer Appointment 2022)

EXHIBIT D



THE CITY OF ASBURY PARK REPRESENTATIVE SERVICES

DeSimone Fee Proposal and Qualifications
Proposal Number P210795.00
July 13, 2021

DESIMONE

Via email: JHarzold@tandmassociates.com

July 13, 2021

Donna M. Vieiro, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

Re: The City of Asbury Park – Owner's Representative Services
DeSimone Proposal No. P210795.00

Ms. Vieiro,

Thank you for your interest in retaining DeSimone Consulting Engineers (DeSimone) to provide services related to the above-referenced project. This letter presents our current understanding of the scope of services sought and terms of the engagement.

1. PROJECT DESCRIPTION

Our understanding is that the City of Asbury Park is seeking assistance and guidance during the structural evaluations of multiple residential and commercial high-rise buildings. Currently, the City is most concentrated on the following properties:

- Convention Hall Complex – 1300 Ocean Avenue, Asbury Park, NJ 07712
 - Convention Hall
 - Grand Arcade
 - Paramount Theatre
- Munroe Towers Apartments – 610 Sewall Ave, Asbury Park, NJ 07712

2. SCOPE OF SERVICES

DeSimone understands that the base scope of services for this proposal shall include the following:

- Interactions and Communications with City Officials (Mayor/City Manager/Construction Official/City Engineer) to develop protocols and provide guidance on how to handle existing privately and publicly owned buildings exhibiting signs of structural degradation and deterioration.
- Review and comment on property information to be provided by the City and/or property owners including property data, reports, plans, diagrams, and photographs.
- Provide brief and concise bi-weekly updates to the City Manager regarding each building assigned with any relevant attachments.
- Provide guidance and recommendations on the City's approach and sequence/schedule to issues and concerns regarding each of the buildings.

DESIMONE

- o Identify and advise of any issues the City should be aware of and consider based on submitted documents, photographs, field visits, etc. and advise recommended next steps and timeframes.

3. COMPENSATION

We propose to perform an initial Phase 1 consultation on a Time and Expense, not to exceed basis; the anticipated budgeted cost for the scope of services described above is \$17,500. Should the scope of the initial assignment develop into a more comprehensive Phase 2 assignment, then DeSimone will develop an additional proposal for Phase 2. DeSimone shall not engage in additional services without the written authorization.

The personnel anticipated are provided on the organization chart and the applicable rate schedule is provided in Appendix B. The DeSimone Consulting Engineers Standard Terms and Conditions, attached hereto as Appendix A, are incorporated into and made a part of this letter agreement as if fully set forth herein, along with the 2021 Billing Rate Schedule. We will invoice monthly and payment is due within 30 days of receipt of invoice. If invoices should be mailed to an address other than the one above, please provide that information with the signed letter.

I hope that this proposal responds to your needs. If the above is acceptable, please sign on the Agreed and Accepted line below, returning the executed original to us and retaining a copy for your file.

If you have any questions, please feel free to contact me.

DESIMONE CONSULTING ENGINEERS



Brian P. Hanifin
Managing Director – Risk Management and Forensics

AGREED AND ACCEPTED

City of Asbury Park

Date

Print Name

Attachment: Executed Agreement[FIRM_7461944v1] (2022-52 : DeSimone Special Project Engineer Appointment 2022)

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8. VALUE ADDED OPTIONS

APPENDICES

APPENDIX A – Standard Terms and Conditions

APPENDIX B – 2021 Billing Rate Schedule

DESIMONE

01. TRANSMITTAL LETTER/SCOPE OF SERVICES

Attachment: Executed Agreement[FIRM_7461944v1] (2022-52 : DeSimone Special Project Engineer Appointment 2022)

DESIMONE

02. COMPANY INFORMATION

DESIMONE

FIRM PROFILE

DeSimone Consulting Engineers provides high-quality structural engineering, facade consulting, and forensic services, in addition to risk management and construction claims consulting for all types of buildings. Known for the highest quality of service, the firm provides each client with personal, dedicated, and inspiring engineering solutions.

Founded in New York City in 1969, the firm is organized to support clients around the country and around the globe with offices in the United States, South America, and the Middle East. To date, DeSimone has designed over 10,000 projects in 44 states and 55 countries. Our project portfolio demonstrates the firm's dedication to pursuing and developing superlative structures. The firm is also consistently listed on Engineering News Record's Top 500 Design Firms.

DeSimone produces extremely efficient designs and is known for creative thinking and for outright innovation. The firm combines cutting edge technology with seasoned experience to provide professional services unmatched in the industry.

DeSimone's approach is process driven, utilizing an open office, collaborative design environment. Technology, communication, and responsiveness are key strengths that facilitate the firm's commitment to exceptional service, and engender the creation of a better-built environment.

FIRM FACTS

- 50th anniversary in 2019
- A multidisciplinary engineering firm
- Headquartered in New York City
- Global branch offices
- 300+ total staff
- 2020 revenue \$48 million USD
2021 revenue \$54 million USD (est.)
- 2020 ENR Top 500 Design Firm
- 600+ awards

The overall organization of our firm is presented in Figure 1 below:

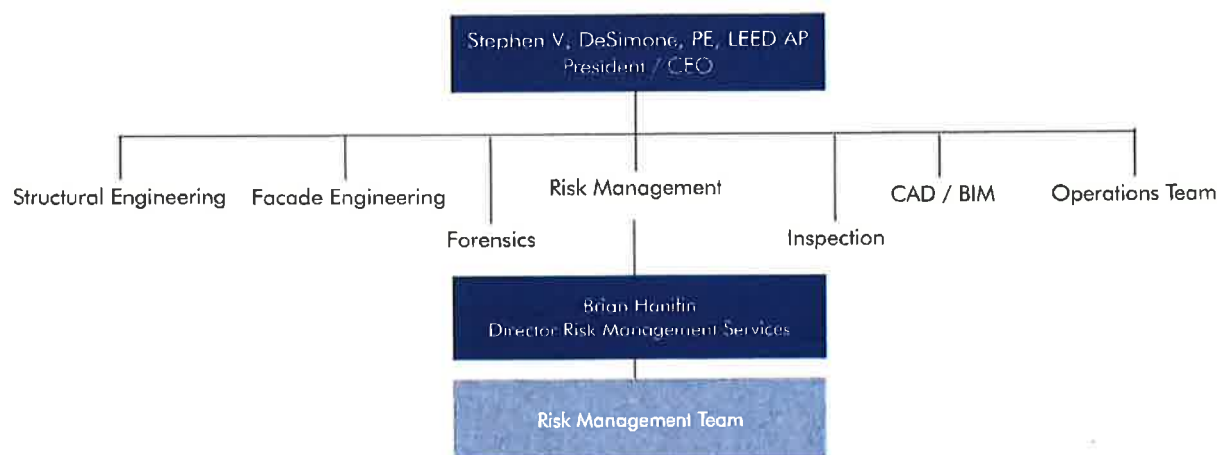


Figure 1. DeSimone's Organization Chart

DESIMONE

SERVICES

Dedicated to the successful execution of program design concepts and the optimization of building systems, DeSimone has designed some of the world's tallest and most recognizable structures. We are dedicated to new challenges, industry advancement, and seek out opportunities that extend our capabilities and distinguish us from our peers. Our breadth of service demonstrates our ongoing commitment to superlative performance-based design.

Our services include:

- Structural Engineering
- Facade Consulting
- Forensics
- Risk Management Services



DESIMONE

RISK MANAGEMENT SERVICES

DeSimone's Risk Management Services team comprises a diverse group of experienced design, construction, and environmental professionals. Together, our experts identify, investigate, mitigate, and manage risks and potential liabilities for project owners, general and specialty contractors, government agencies, financial institutions, legal entities, communities, and other industry stakeholders.

Our construction and environmental risk management team collaborates with DeSimone's design engineers and forensics consultants to identify and deliver end-to-end risk management solutions that support effective decision making. This collaborative, multi-disciplinary approach uniquely enables DeSimone to provide expert risk management services throughout the entire life cycle of a project.

PROJECT ADVISORY SERVICES

Our seasoned construction experts have extensive experience in providing project advisory services for both owners, contractors and insurance/sponsor agencies. Our robust project control services include tracking and reviewing cost and schedule data, including bids, budgets, cost estimates and change orders, and report on both a program level and project level. More importantly, our predictive analytics can assess project status and health, and generate comprehensive dashboard reports and forecasts in real time.

SERVICES INCLUDE:

- Property Condition Assessments
- Project Life-Cycle Planning
- Reserve Assessments
- Cost Estimating
- Pre-Loss Risk Evaluation of Capital Projects and Programs
- Program Management
- Project Oversight
- CPM Scheduling
- Change Management

DISPUTE RESOLUTION SERVICES

- Construction Defects
- Building Envelope Failures
- Standard of Care Assessments
- Critical Path Method (CPM) Schedule Analysis
- Architects and Engineers Errors and Omissions
- Work Site Accident Investigation
- Differing Site Conditions
- Delay & Disruption
- Troubled Project Turnaround



DESIMONE

FORENSICS

DeSimone Consulting Engineers has designed some of the world's most recognizable structures, while integrating a forensics practice of structural, facade, building envelope, MEP, and fire protection experts that have conducted some of the most notable investigations of the last two decades.

Working in tandem with our property loss consulting team, DeSimone's forensics engineers are on the ground immediately after a loss to provide emergency response, assess the damage, and scope repair options and costs for all building components; structural, mechanical, electrical, plumbing, fire protection, and facade and building envelope.

From the complex to the routine, DeSimone's forensics practice is driven by personalized service determined by the unique nature of each assignment. At the heart of our work is the thorough investigation of damage or failure of structures, building systems, and equipment. Our experts also regularly provide legal testimony.

COMPLEX FAILURES AND HURRICANES

DeSimone provides multi-disciplinary teams for the analysis of natural disasters, accidents, and material failures. Our forensic engineering practice is comprised of professionals who possess a wide range of technical skills and experience.

By providing the right team of experts for a particular issue and applying a methodological and scientific approach, DeSimone can quickly and efficiently answer the most critical questions regarding cause and origin, parties responsible, mitigation of damage, and prevention of future occurrences.

DeSimone's staff includes a full range of professionally licensed and certified experts in:

- Forensic Evaluation and Repair Design;
- Structural Engineering;
- Mechanical, Electrical, Plumbing Engineering, and Fire Protection;
- Facade and Building Envelope Design Analysis and Remediation; and/or
- Building Code Requirement Analysis.



DESIMONE

FACADE CONSULTING

From initial concept to full completion, DeSimone's Facade Consulting Group investigates, evaluates, prepares designs solutions, and provides construction administration for exterior building façade components, including roofs, walls, windows/ glazing, and waterproofing.

FACADE SYSTEM ENGINEERING

- Rationalized engineering analysis for Florida Product Approval and Collier County Notice of Acceptance (NoA).
- Hurricane hardening of existing systems by structural integrity assessment, component repair or replacement, and systems coordination.

FACADE SYSTEM ANALYSIS

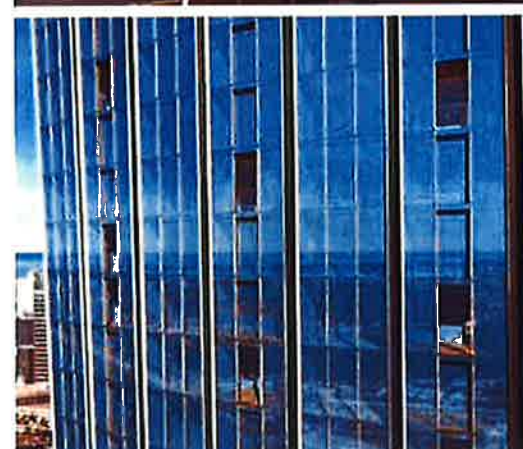
- Thermal and hygrothermal modeling to evaluate heat transfer and condensation risk.
- Daylighting and solar radiation studies to minimize thermal loads and mitigate glare risk.
- Envelope ComCheck analysis and documentation for energy code compliance.

FACADE SYSTEM DOCUMENTATION

- System documentation for Florida Product Approval and Collier County Notice of Acceptance (NoA).

SPECIAL AND THRESHOLD INSPECTIONS

- Provide Special Inspection reports as required by the International Building Code and Authorities Having Jurisdiction, and Quality Control field observation reports for each visit.
- Assist the Architect, Owner and General Contractor in determining the locations of field tests. Observe field testing and provide field test reports.
- Provide an ongoing Open Items list for use by the Owner in resolving non-conforming conditions.



DESIMONE

STRUCTURAL DESIGN

We provide innovative structural design and analysis services to architects, owners, and developers for all types of buildings at all project phases. Dedicated to the successful execution of program design concepts and the optimization of building systems, we have designed some of the tallest and most recognizable structures and have helped our clients realize their vision.

Communication and responsiveness are key strengths that facilitate our commitment to exceptional service and engender the creation of a better-built environment. To date, DeSimone has amassed a diverse portfolio of projects including residential, hospitality, commercial, mixed-use, healthcare, cultural, educational, gaming developments, and more.

STRUCTURAL ENGINEERING SERVICES

- New Building Design
- Renovation/Preservation
- Construction Services
- Base Isolation/Damping Consultation
- LEED/Sustainable Design
- Performance-based Design
- Peer Review
- Value Engineering
- Pre-Purchase/Due Diligence
- Feasibility Studies
- Risk Assessment/Risk Integration



DESIMONE

03. PROJECT TEAM

CURRENT WORKLOAD COMMITMENT

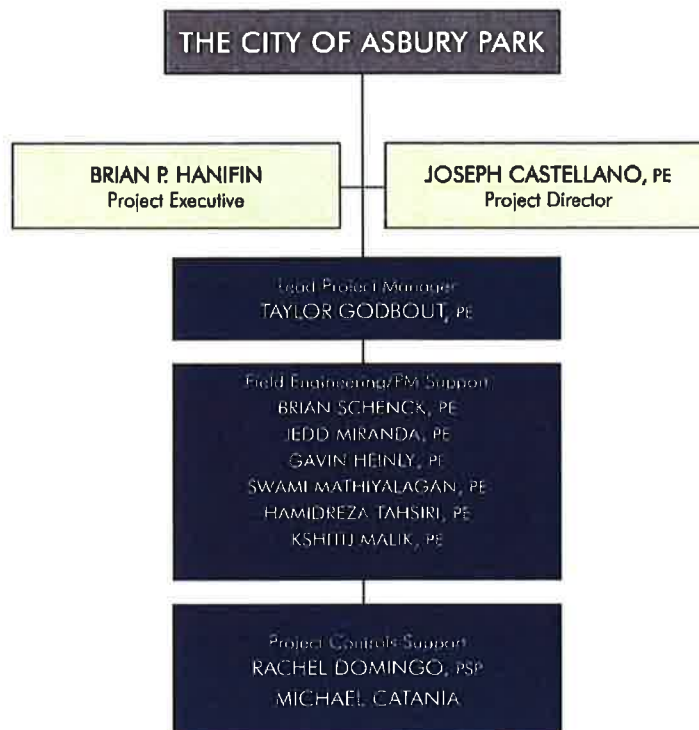
As international leaders and active practitioners, DeSimone's global multi-disciplinary Risk Management and Forensic practice maintains an active backlog of projects throughout the firm. Our proposed project team is ready to begin work, and none of the team's current projects will affect DeSimone's ability to undertake this requirements listed in this RFP. Additionally, all of the resources of DeSimone's New York office are available to the project as necessary. We are confident that we can successfully complete the scope of work for this project within the required time frames.

PROJECT TEAM INVOLVEMENT PHILOSOPHY

Our firm utilizes a practical project approach that relies on Executive involvement and philosophy that stresses "doing more sooner." Project Executive involvement in all aspects is extremely important in that various stages can be developed and tested quickly. The DeSimone team will work very closely with The City's stakeholder team to fully understand the issues driving both projects. It is important for these issues to be addressed within this construction management phase. DeSimone is also committed to "Start to Finish Project Staffing." Therefore the dedicated team for all projects will continue throughout the construction phase. Our philosophy is that the team members who in the preconstruction phases are best suited to resolve any issues that arise in the field during the construction process.

DESIMONE

TEAM ORGANIZATION CHART



DESIMONE

BRIAN P. HANIFIN

Managing Director – Risk Management and Forensics



Brian Hanifin is the Managing Director of the Risk Management and Forensics practice at DeSimone. In this role Brian is responsible for oversight and management of the firm's project advisory and litigation support services.

Mr. Hanifin has more than 30 years of experience planning & overseeing PM/CM Construction projects and construction litigation support service operations. He brings a unique set of skills to the construction process including construction and project management, Critical Path Method (CPM) scheduling/schedule analysis, cost estimating, value engineering and evaluation of large construction claims litigation. Mr. Hanifin also has extensive experience in risk management and construction surety consulting, including assessment and advisory services on portfolios on the verge of, or already in default.

As a recognized expert in the field of construction management, he has testified as an expert witness in the areas of Project Management & CPM Scheduling. He has served as a guest lecturer at industry seminars on matters relating to Value Engineering, CPM Scheduling and Project Management. He has also served as an adjunct professor at Columbia University in NYC teaching Masters Program courses in CPM Scheduling & Project Management.

His role as an industry leader was galvanized in 2004 when his project team received the Construction Management of America (CMAA) National Project Achievement Award for project management excellence in the \$100 Million category. He has also been appointed to the American Arbitration Association's Panel of Arbitrators for the Construction Industry; and served as the National Chairman of the CMAA's Professional Development Committee.

Mr. Hanifin earned his Bachelor of Science degree in Civil Engineering from Drexel University.

PROFESSIONAL AWARDS

2004 National Project Management Achievement Award - CMAA

PROFESSIONAL AFFILIATIONS

- Member, Construction Management Association of America
- Member, American Society of Civil Engineers
- Member, Society of American Value Engineers
- Member, American Arbitration Association - Panel of Arbitrators for the Construction Industry

PROJECT EXPERIENCE

Brooklyn Academy of Music - PM Oversight of Renovations, Brooklyn, NY*

Chevron-Gorgon Downstream Liquefied Natural Gas (LNG) - Standard of Care Assessment, Barrow Island, AUS*

DASNY New Dorm Facility - CPM Scheduling and Project Oversight, SUNY at Albany, NY*

Fort Ord UXO/Munitions Remediation - PM Oversight and Scheduling of Unexploded Ordinance Removals, Monterey, CA*

Malden Mills Industries - Post-loss Assignment Involving Value Engineering and Business Interruption Risk Mitigation Efforts, Lawrence/Methuen, MA*

MSC Cruises Terminal - Provided design-builder representative services, PM advisory, and risk avoidance for an International client during the design and construction of a \$400M new terminal, Miami, FL

Multi School Additions/Renovation Program - CM Oversight for New Elementary School and Alterations at Four Existing Schools, Egg Harbor Township, NJ*

Queens-West Environmental Clean-Up - PM Oversight of Removal of PCB Contaminated Sediment/Soil, Queens, NY*

South Woods State Prison - PM Oversight of Surety Bond Assignment on the 3,000 Inmate Facility, Bridgeton, NJ*

World Trade Center Redevelopment - PM Oversight and Integrity Monitoring Services, New York, NY*

* Projects performed with another firm

DESIMONE

JOSEPH CASTELLANO, PE

Director



Joseph Castellano is a Director in DeSimone's Risk Management Services practice. He has held leadership positions in the construction and insurance industries. As a construction professional and licensed Professional Engineer, Mr. Castellano's work has focused on construction advisory, forensic insurance and contract claims, and litigation advisory services to public and private clients.

He has been engaged to resolve some of the largest and most complex contract and insurance claims, schedule delay evaluations, and business disputes such as those resulting from natural disasters, subcontractor defaults, and contractual issues.

Mr. Castellano has testified as an expert in CPM Scheduling and Cost Analysis. He has served and as a Mediator with the NYC School Construction Authority, and has presented at industry seminars and contributed to industry publications relating to insurance claims and CPM Scheduling.

Mr. Castellano earned a Bachelor of Arts degree in Economics from Fairfield University and a Bachelor of Science degree in Engineering from University of Connecticut.

PROFESSIONAL AFFILIATIONS

- Past Member, Board of Directors: Rebuilding Together NYC
- Member, Building and Planning Board: Village of Port Jefferson
- Member, American Society of Mechanical Engineers
- Member, American Society of Civil Engineers
- Member, National Society of Professional Engineers
- Member, American Arbitration Association
- Member, American Bar Association

PROJECT EXPERIENCE

4 World Trade Center - Integrity Monitoring Services for the Port Authority of NY NJ Office of Inspector General, New York, NY*

AOL Time Warner Center - Schedule Analysis in Defense a Builder's Risk Claim for the Insurer, New York, NY*

Axis Residences - CPM Analysis to Support Subcontractor Default Claim, Los Angeles, CA*

Echo Brickell, Muse, and Vice - Post Loss Assignment Involving Builder's Risk Delays Due hurricane Irma at Three Hi-Rise Condos, Miami, FL*

Glen Island Park Bath House - Post Surety default Cost and Schedule Analysis to Complete and PM Oversight for the Completion of the Project on Behalf of the Surety, New Rochelle, NY*

Holiday Inn Express Islanda - Construction Manager Standard of Care Analysis, Islanda, NY*

Kings Park Psychiatric Center - Construction Management Services on a Boiler Plant Conversion at a Hospital, Kings Park, NY*

Merrill Lynch Headquarters - Construction Management Services at the World Financial Center, New York, NY*

MSC Cruises Terminal - Provided design-builder representative services, PM advisory, and risk avoidance for an international client during the design and construction of a \$400M new terminal, Miami, FL

* Projects performed with another firm

PROFESSIONAL REGISTRATION

Professional Engineer, Florida, New York

DESIMONE

TAYLOR GODBOUT, PE

Senior Project Engineer



Taylor Godbout is a Senior Project Engineer in DeSimone's Risk Management Services Practice. In this role, Taylor is responsible for supporting clients as an expert in both project advisory and dispute settings. Mr. Godbout's expertise includes project and construction management, project controls, project scheduling, cost estimating and change management. Mr. Godbout has reviewed, developed, and defended construction claims related to productivity, delay and damages.

Mr. Godbout has more than eight years of experience in construction management and consulting in the energy, telecommunication, commercial, infrastructure, utility transmission and heavy urban construction sectors. Prior to DeSimone, Mr. Godbout worked as an on-site lead Field Engineer and Project Superintendent, where he provided expert direction on projects in the energy and power generation sectors as well as mining, transportation infrastructure and commercial projects. Mr. Godbout directly supervised the construction of piping systems, the installation and commissioning of heavy industrial mechanical equipment, and the installation of concrete and steel structures all over North America.

Mr. Godbout received his Bachelor of Engineering Science degree in Mechanical and Materials Engineering from Western University in London, Canada.

PROFESSIONAL AFFILIATIONS

- Member, Association of Professional Engineers and Geoscientists of Alberta

PROJECT EXPERIENCE

Amity Street Townhouses

Cove Point LNG Terminal*

Grand Central Terminal and Park Avenue Tunnel Wi-Fi and Cellular Communication Network Upgrade*

Kearl Fine Tailings Treatment Thickener Facility*

Kennedy House Pool and Roof Deck Renovation

K+S Potash Mine MEPS*

Livel Hotel and Casino Window Wall Remediation

Mildred Lake Mine Replacement*

North Battleford Energy Center*

Salesforce Transit Center*

Shepard Energy Centre Combined Cycle Natural Gas Power Plant*

Vitol Virgin Islands Water and Power Authority LPG Conversion Project*

* Projects performed with another firm

PROFESSIONAL REGISTRATION

Professional Engineer, Alberta, Canada

DESIMONE

BRIAN SCHENCK, PE

Associate Principal



Mr. Schenck joined DeSimone Consulting Engineers in 2004 and is currently an Associate Principal in the New York office. Mr. Schenck has fifteen years of experience specializing in renovation and new construction projects.

His project experience includes the Zwirner Gallery, a new 30,000 sf LEED Certified gallery featuring an exposed concrete facade in Manhattan, 175 Park Avenue, an expansion and modernization of a 1970's office building in Madison, New Jersey, 15 Union Square West, the renovation and expansion of the 7-story Tiffany & Company Store; and 20 Pine, the residential conversion of a 38-story, 690,000 sf commercial building in New York's Financial District. More recently, Mr. Schenck completed 5 Madison Avenue, a 40-story office structure being converted to a luxury hotel, and the renovation and expansion of the KJ Ramaz School in New York, New York. His current projects involve 485 Seventh Avenue, the gut renovation and conversion of a 17-story office structure into a contemporary hotel, and 545 Broadway, a new 23-story residential tower paired with a renovated bank and office podium.

Mr. Schenck received his Bachelor of Science degree in Civil Engineering from Case Western Reserve University.

PROFESSIONAL AFFILIATIONS

- Member, Structural Engineers Association of New York (SEAoNY)

PROJECT EXPERIENCE

15 Union Square West
 20 Pine Street
 21-00 49th Avenue Renovation
 37 Warren Street
 57 Reade Street
 106 West 56th Street
 175 Park Avenue
 485 Seventh Avenue
 540 West 26th Street
 545 Broadway
 1900 N Street, NW
 Bilkent University Residence Halls
 Greenpoint F1
 Hauser & Wirth Gallery
 The Kathleen Grimm School for Leadership and Sustainability at Sandy Ground
 KJ Ramaz School Renovation and Expansion
 Lighthouse Point, Phases 1 and 2
 New Amsterdam Theater Renovation
 SUNY Purchase Center for Integrated Technology Learning
 Whitney Townhouses
 Zwirner Gallery

PROFESSIONAL REGISTRATION

Professional Engineer, New York

DESIMONE

JEDD MIRANDA, PE

Senior Project Manager



Mr. Miranda joined DeSimone in 2013 and is currently a Senior Project Manager in the New York office.

Mr. Miranda has over 13 years of experience and specializes in new building construction, renovation of existing buildings, damage assessment and emergency response. He has worked on a variety of structural condition assessments and repairs for honeycombed and cracked concrete, buckled columns, delaminated structures, and collapsed walls.

Mr. Miranda regularly performs on-site investigations to assess fire-damaged structures such as that on 201 Malcolm X Boulevard in Brooklyn, moisture damaged and delaminated structures such as that on 485 7th Avenue in Manhattan, and collapsed waterway retaining walls due to water scour on soil such as that on 420 Carroll Street in Brooklyn. He has also provided structural repairs for honeycombed concrete due to contractor errors on 315 East 46th Street in Manhattan, precast concrete wall and beam collapse at MGM National Harbor in Maryland due to engineering under design, and masonry wall collapse during construction due to loss of stability at 350 East 88th Street. Mr. Miranda was also part of the emergency response team for a buckled column alert which resulted in an evacuation at 1232 Southern Blvd in the Bronx.

Mr. Miranda is currently working on a major foundation retrofit due to structural instability of a single family residence discovered through visual cracks by the owner at 16 Soundview Lands in Sands Point, masonry retaining wall buckling retrofit for Empire Casino due to unanticipated surcharging loading and a precast concrete wall crack investigation at five area train stations around Dulles airport.

Other project experience includes Hilton Hotel Times Square, a major renovation to an existing 19 story steel building adding a penthouse and cooling tower, 685 5th Avenue, a major renovation that required a complete retrofit of the foundations, shear walls, and columns of an existing 19 story building to add an additional 7 floors, and Brooklyn Army Terminal, a major renovation to an existing 8-story building that required reinforcing the existing concrete slabs with shotcrete to accommodate new freight elevator openings.

Mr. Miranda received his Bachelor of Science degree in Civil Engineering from University of the Philippines and his Master of Science degree in Civil Engineering from Columbia University. He is a licensed Professional Engineer in the State of New York.

PROJECT EXPERIENCE

37-39 East 74th Street
Brooklyn Army Terminal
485 7th Avenue
201 Malcolm X Boulevard
Hilton Hotel Midtown
MGM National Harbor
420 Carroll Street
350 East 88th Street
1232 Southern Boulevard
Empire Casino
Virgin Hotel
16 Sands Point Lane
Dulles Train Station Phase 2

PROFESSIONAL REGISTRATION

Professional Engineer, New York

DESIMONE

GAVIN HEINLY, PE

Senior Project Engineer



Mr. Heinly joined DeSimone in 2015 and is currently a Senior Project Engineer in the New York office.

Mr. Heinly is currently working on UAE Mission a new 132,000sf mixed-use tower located in New York, New York.

Other projects include 100 Norfolk, a new 12-story 50,000sf residential project located in New York, New York; and 545 Broadway, a new 368,000sf residential project located in Brooklyn, New York.

Mr. Heinly earned his Master of Engineering degree in Structural Engineering from Lehigh University in 2015 and his Bachelor of Science degree in Civil Engineering from Virginia Tech in 2014.

PROJECT EXPERIENCE

427 East 90th Street

545 Broadway

809 Broadway

21-00 49th Avenue Renovation

MGM National Harbor

National Lighthouse Point Phase II

UAE Mission

PROFESSIONAL REGISTRATIONProfessional Engineer, North
Carolina**DESIMONE**

SWAMINATHAN K. MATHIYALAGAN, PE

Project Engineer, Forensics



Swaminathan Mathiyalagan joined DeSimone as a Project Engineer in the New York office for the firm's Forensic department.

Mr. Mathiyalagan has over five year's of experience in the design and analysis of building structures, bridge construction engineering, and inspection services.

Mr. Mathiyalagan earned his Master of Science degree in Civil Engineering from New Jersey Institute of Technology and his Bachelor of Civil Engineering degree from Kumaragur College of Technology in India.

PROJECT EXPERIENCE

8-story Flat-slab building at 33rd*
 80 Audubon Avenue*
 82nd Street*
 American Stock Exchange*
 GWB PIP-Helix Ramp*
 Hudson Yards*
 Jamaica Station (LIRR)*
 Kew Gardens Interchange
 Reconstruction*
 Maimonides Medical Center
 Maybrook Pedestrian Bridge*
 Meeker Avenue*
 MGM Empire Casino
 One Vanderbilt*
 Temporary Cable Suspender*
 Westin Governor Morris

* Projects performed with another firm

PROFESSIONAL REGISTRATION

Professional Engineer, North
 Carolina

OSHA 10-hour Training Course in
 Construction Safety & Health

MTA NYC Transit Rail Safety
 Certification

DESIMONE

HAMIDREZA TAHSIRI, PE

Project Engineer



Hamidreza Tahsiri is a Project Engineer in our Forensics practice working from DeSimone's Miami office. Mr. Tahsiri gained experience in several litigation projects, including collapse analysis, structural condition assessment, Post-tensioning cable failure, corrosion damage, water intrusion, and building façade's performance evaluation. He specializes in the design, analysis, and strengthening of reinforced concrete, steel, and composite structures (mid-rise, high-rise, long-span, and irregular space structures). He possesses strong leadership and relation skills with clients, managers, designers, and sub-contractors, ensuring needs are met within time-sensitive deadlines.

Additionally, Mr. Tahsiri has demonstrated experience in construction administrative duties related to residential condominiums. Mr. Tahsiri's responsibilities have included reviewing construction contract documents, daily progress reports, and invoices; investigating and providing technical support and alternative solutions to address day to day construction challenges and performing site inspections to observe construction progress.

Mr. Tahsiri earned his Bachelor of Science in Structural Engineering from Isfahan University of Technology, Master of Science in Structural Engineering from Sharif University of Technology, and Doctor of Philosophy in Civil Engineering from the University of Houston.

PROJECT EXPERIENCE

Harbor Village Bridge
 711 Fifth Avenue-Vertical Expansion
 800 Brickell
 1000 Ocean Forensic Investigation*
 1515 Sunset Forensic Investigation*
 Aston Martin Residences
 Biscayne Beach Miami Condominium
 Cloud Kitchen
 Fairway Commons Balcony Investigation*
 Gran Paraiso Crane Collapse Investigation*
 Grand Harbor Bridge Condition Assessment
 I-4 Bridge Girder Collapse*
 Missoni Baia
 Museum Tower Parking Garage Condition Assessment
 Paragon Office Conversion
 Port Saint Lucie Parking Garage Investigation*
 Ritz Carlton Slab Delamination Issue*
 TDR Towers PT Encapsulation Issue*
 Temple Beth AM-DS
 Turnberry Ocean Club
 Young Circle Shopping Center
 * Projects performed with another firm

DESIMONE

KSHITIJ MALIK, PE

Project Engineer, Forensics



Kshitij Malik currently serves as a Project Engineer in the New York office and specializes in Forensic Engineering, building envelope restoration, parking structures and historic landmark preservation.

Mr. Malik has over three years of experience working on examining exterior facades for environmental/material damages, investigating sites and documenting the loss, and providing waterproofing systems. He is also experienced in preparation of design calculations, research and feasibility studies, plan reviews, permits and various engineering reports.

Mr. Malik earned his Bachelor of Science degree in Civil and Structural Engineering with honors from the University of Illinois at Urbana in Champaign, Illinois.

PROJECT EXPERIENCE

Port City District Hurricane
Florence Roof Damage,
Wilmington, NC

1440 Broadway, New York, NY

345 Hudson Elevator, New York,
NY

233 Spring Street, MAC Soho Stair,
New York, NY

Empire State Building Storefront
Renovation, New York, NY

340 Madison Ave - Sidewalk
Replacement, New York, NY

325 5th Ave, Balcony Repairs, New
York, NY

Canon V Graber, Connecticut

550 Madison Ave, Exterior Facade
Repairs, New York, NY

825 8th Ave, Exterior Facade
Repairs, New York, NY

Rockefeller University, Scaffolding
Review, New York, NY

Atlanta Airport Marriott Gateway
Canopy, Atlanta, GA

Amazon Warehouse, Mezzanine
System, Kenosha, WI

University Club Tower
Condominiums, Renovations,
Milwaukee, WI

Pepsi Co. Plant Remodeling, Lima,
OH

Yankee Hill Apartments, Plaza
Rehabilitation, Milwaukee, WI

Hilton Milwaukee City Center,
Cooling Tower Replacement,
Milwaukee, WI

Cedar Street Condominiums, Ann
Arbor, MI

Four Hills Condominiums, Steel
Stair Replacement, Ann Arbor, MI

Livermore House Co-Op, Parking
Deck Assessment, Appleton, WI

DESIMONE

RACHEL DOMINGO, PSP

Construction Claims Manager – PMO



Rachel Domingo joined DeSimone as a Construction Claims Manager in the firm's Risk Management and Construction Claims Practice. Fast approaching 10 years in the construction industry, Ms. Domingo's expertise spans a wide range of topics including project controls, project scheduling, delay damages, productivity and performance damages, change order negotiations, litigation support, and the development or defense of construction claims.

Ms. Domingo has worked for a variety of clients that vary in both complexity and size within the oil and gas sector, electric power transmission, highways and bridges, high-rise and residential construction, and heavy construction.

Ms. Domingo specializes in CPM scheduling and analyzing construction claims related to schedule delays. Prior to working as a consultant, she assisted in teaching CPM Scheduling courses at NYU Tandon School of Engineering and Columbia University School of Professional Studies.

Ms. Domingo earned her Bachelor of Science degree in Construction Management from Polytechnic Institute of New York University and is an AACE International Planning and Scheduling Professional.

PUBLICATIONS

- Shetty, Gayathri, and Domingo, Rachel. "The Art of Decoding Manipulated Schedules for Forensic Schedule Analysis" 2019 AACE International Transactions, PS-3047

PROFESSIONAL AFFILIATIONS

- AACE International Planning and Scheduling Professional

PROJECT EXPERIENCE

Cassa Hotel & Residences - Project Closeout and CPM Scheduling, Delay Analysis of \$44 Million in Damages, New York, NY*

Hunter's Point South Commons - Defended Against \$17.3 Million in Alleged Delay and Performance Damages, Queens, NY*

Vitol Virgin Islands Water and Power Authority (WAPA) Liquefied Petroleum Gas Conversions - Analysis of Delay and Damages Totaling \$16 Million, U.S. Virgin Islands*

Combined Heat and Power Plant at Blue Plains Advanced Wastewater Treatment Plant - Analysis of Design and Construction Delays, Washington D.C.*

MSC Cruises Terminal - Provided design-builder representative services, PM advisory, and risk avoidance for an International client during the design and construction of a \$400M new terminal, Miami, FL

NYC School Construction Authority - Monitor Contractor's CPM Schedules for 75+ Projects in Queens for Potential Delay, Queens, NY*

Brooklyn Academy of Music - PM Oversight of Renovations, Brooklyn, NY*

Ocean County Jail - Developed Recovery Schedules to Mitigate Delay, Tom's River, NJ*

The Views at Hudson Point - Validation of Scope and Cost of Repairs, North Bergen, NJ*

* Projects performed with another firm

DESIMONE

MICHAEL CATANIA

Engineer



Michael Catania is an Engineer in DeSimone's Risk Management Services Practice. Mr. Catania supports clients through project advisory and document review to understand project disputes and develop relevant analysis.

Mr. Catania's experience in project scheduling, project management, and cost estimating make him well prepared to handle construction claims related to scheduling, resource allocation, and cost assessment. This is supported by his foundation of relevant experience acquired through his education and project work at Binghamton University.

Mr. Catania earned his Bachelor of Science degree in Industrial and Systems Engineering from Binghamton University.

PROJECT EXPERIENCE

161 Maiden Lane

Amity Street Townhouses -
Litigation Support for FPG

Macintosh Engineering -
Presbyterian

MSC Cruises Terminal

Livel Hotel & Casino Window Wall
Remediation

PROFESSIONAL CERTIFICATIONS

Lean Six Sigma Green Belt
OSHA 10-Hour Construction

DESIMONE

04. SIMILAR ENGAGEMENTS

DESIMONE



LIVE! HOTEL & CASINO

Hanover, Maryland

DeSimone was retained to serve as the Owner's representative on a 20-story enclosed window wall remediation project outside for Live! Hotel & Casino in Hanover, Maryland. DeSimone was responsible for reviewing and approving the remediation scope through extensive coordination between the Engineer-of-Record (EoR), the architect, the Owner's engineers, and the contractors. The project team monitored the communication using RFIs and worklist databases. Additionally, the DeSimone team also performed weekly site inspections to ensure the work was in compliance with the Contract documents, specifications, local laws and regulations, and the results of the design team's coordination. DeSimone managed, updated, and reviewed the Project schedule and reported progress and opportunities for acceleration to the Ownership team.

CLIENT

The Cordish Companies

PROPOSER'S ROLE

Owners Representative Services

COMPLETION DATE & BUDGET

Ongoing | \$195 million

CLIENT CONTACT INFORMATION

Joseph Weinberg
CEO
The Cordish Companies
(410) 752-5444
Joe@cordish.com

DESIMONE



KENNEDY HOUSE ROOF REPLACEMENT

Queens, New York

DeSimone was retained as the Engineer and Architect of Record for a \$3 million roof top pool and deck renovation project in Queens, New York. Once the design phase was complete, due to DeSimone's strong performance and credentials, DeSimone was asked to stay on and perform the bid solicitation and construction management services. The bid solicitation process was successful with all bidders attending walk-through and the bid was awarded on time and under budget. DeSimone also assisted with contract negotiations and developing the Project Schedule. The Project is scheduled to be complete in January of 2021.

CLIENT

Kennedy House Owners Inc.

PROPOSER'S ROLE

Engineer-of-Record
Architect-of-Record
Owner's Representative for Bid
Solicitation and Construction
Management Services

COMPLETION DATE & BUDGET
2021 | \$3 million

CLIENT CONTACT INFORMATION

Larry Rosenbloom
Board Member
Zyscovich Architects
(212) 343-0044 x1302
lrosenbloom@zyscovich.com

DESIMONE



SUGAR HILL OWNER'S REPRESENTATIVE SERVICES

New York, New York

Sugar Hill Residences and Children's Museum is a multi-purpose subsidized residential building that houses a Children's Art Museum, a childcare center, an event space and a parking garage (rented to a garage operator). The building sits on a high point at St. Nicolas Avenue and West 155th Street, at the geographical, historical and cultural confluence of Harlem and the northern most part of Manhattan Upper West Side. It was completed around 2015. The Children Art Museum resides in the southern lower portion of the building, separated by the residential building and split between a below ground space (at garage level) and on above ground lobby and inner yards. The roof houses the original cooling tower and related equipment in a concrete wall enclosure. The mezzanine, in the residential building, houses the plate frame heat exchanger, pumps and filtration system.

DeSimone is the Owner's Representative for this project. Our role is to coordinate with the Client, the designer of record, and the contractors to ensure that the project is delivered in the anticipate time frame and on budget.

CLIENT
KOW Building Consultants

PROPOSER'S ROLE
Owner's Representative Services

COMPLETION DATE & BUDGET
2019 | Confidential

CLIENT CONTACT
INFORMATION
Kenneth Pliska
Director of Development
KOW Building Consultants
(631) 757-5000
kenp@kowbc.com

DESIMONE



MSC CRUISES TERMINAL

Miami, Florida

The MSC Cruises Terminal, soon to be located at the Port of Miami in Florida, is a truly collaborative project for DeSimone. This \$400 million two-berth terminal is set to begin construction in the Fall of 2021 and be completed and open to all Disney Cruise Line passengers by 2023. DeSimone's Structural, Facades, and MEP groups are tasked with the design of this state-of-the-art, multi-transportation terminal.

Our Risk Management Team was retained by the Design-Builder, Fincantieri Infrastructure (FI), to serve as its representative. The Risk Management team's main goal is to coordinate the various design disciplines and guide the project to a successful delivery. To do so, the team has implemented state-of-the-art PM/CM tools, namely, Oracle Submittal Exchange. Diligent and proactive organization of the document control process will ensure that all stakeholders are informed so that timely decisions can be made. The team has been actively involved in developing and maintaining project schedules to ensure all milestones are met. Additionally, our team has been engaged in managing all cost control activities, including Value Engineering, with respect to developing the GMP. Once construction is underway, the Risk Management team will provide PM services throughout the construction phase.

CLIENT

Fincantieri Infrastructure

PROPOSER'S ROLE

Design/Builder Representative
Services
Structural Engineering
Facades Consulting
MEP Design

COMPLETION DATE & BUDGET

2023 (est.) | \$400 million

CLIENT CONTACT INFORMATION

Andrea Isola
Engineering Manager
Fincantieri Infrastructure
+1 (393) 454-0300
Andrea.Isola@fincantieri-infrastructure.it

DESIMONE

05. REPRESENTATIVE COASTAL COMMUNITY EXPERIENCE

DeSimone Consulting Engineers has a strong local presence and can mobilize rapidly to accommodate The City's needs. The firm possesses the in-house capacity, expertise, and agility to perform the requested services. Our team is also equipped to perform reserve studies and inspections conducted and/or reviewed by a licensed, Professional Engineer that will include observations and analysis gathered in the field.

DeSimone Consulting Engineers has a strong local presence and can mobilize rapidly to accommodate The City's needs. DeSimone's combination of structural engineers, forensic engineers, and risk management professionals are the ideal trifecta to provide the City of Asbury Park with Owner's Representative services to manage the remediation options on this project.

DeSimone frequently provides Bidding Assistance, including providing a list of qualified bidders, conducting pre-bid meetings to review scope and key issues of the contract documents with the participating Contractors, answering their questions, and tabulating bids received and reviewing bidder qualifications and providing recommendations.

DeSimone's Construction Administration services typically consist of reviewing contractor submittals; attendance at the preconstruction and coordination meetings; periodic site observations; review of payment applications, change orders, and RFIs; and compilation of the project closeout documents.

As it relates community experience, DeSimone is considerate of keeping the community informed, and working expeditiously to return operations to normal. With that in mind, in addition to providing a clear report to present our findings, DeSimone Consulting Engineers can attend any meetings to help you present and explain our findings to the community.

From follow-up studies to engineering consulting, we can continue to help you support the physical and financial health of the City. Our goal is to not only address your immediate needs and concerns but also to provide a reserve fund study that provides the product and service that is the start of a long-term relationship.

We believe that our firm has outstanding credentials to execute this assignment.

DESIMONE



SUPERSTORM SANDY EMERGENCY RESPONSE*

Ocean County, New Jersey

Mr. Hanifin led a team in response to the catastrophic damage caused by Superstorm Sandy in October of 2012 for the County of Ocean, NJ. On this assignment, a series of measures were implemented to address resiliency and sustainability on a county-wide platform. This initiative required taking a leadership position in the maximization and leveraging of federal funding such as HUD Community Development Block Grants-Disaster Relief (CDBG-DR) and FEMA Public Assistance grant funds. Accordingly, a Facilities Capital Improvement Program was part of a comprehensive plan and strategy to accomplish time-critical work with all stakeholders. Mr. Hanifin provided executive oversight and monitoring of all catastrophe related debris removal programs throughout the County, the area hardest hit by Superstorm Sandy. The storm deposited vegetative, construction, and demolition debris throughout the Township requiring immediate removal. Mr. Hanifin developed a Debris Management Plan, which allocated debris removal sites and determined collection strategies and debris reduction methods.

*Performed by Brian Hanifin prior to joining DeSimone

CLIENT
County of Ocean, New Jersey

COMPLETION DATE
2012

DESIMONE



600 BRICKELL GARAGE CONDITION ASSESSMENT

Miami, Florida

The parking garage at 600 Brickell is an eleven-level garage that provides 861 parking spaces. The garage is a concrete structure that occupies the lower levels of a 40-story office building constructed approximately in 2011. Desimone is performing a condition assessment of the parking garage structure. The scope of services includes a field investigation and reporting.

CLIENT
Elm Spring, Inc

COMPLETION DATE
2021

DESIMONE



BRICKELL KEY II BALCONY CONDITION SURVEY

Miami, Florida

The project consists of an 18-story residential building originally built in the 1970's. There are approximately 404 balconies on the building. DeSimone comprehensively surveyed the building and compiled a bid document for full concrete restoration of the tower and parking garage.

The work included replacing the original aluminum pickett railing with a modern glass railing assembly. DeSimone managed the bidding, construction effort as well as provided inspection services.

CLIENT
Brickell Key II Condominium
Association

ARCHITECT
J.Scott Architecture

PROJECT SIZE
68,000 sf

COMPLETION DATE
2009

DESIMONE



ATLANTIS BEACH TOWER CONDITION ASSESSMENT

Paradise Island, Bahamas

DeSimone performed a condition assessment of the Beach Tower at Atlantis Paradise Island. The building is a nine-story structure constructed circa 1967, comprised of a podium and three wings. The podium exists at the lower two levels and contains the hotel main lobby and retail space. The upper seven levels consist of hotel rooms, which include the north, west, and east wings. DeSimone's assessment focused on identifying the damaged roof covering, façade and structural components. DeSimone then provided a conceptual repair and cost estimate to restore damaged components to their pre-damaged condition.

CLIENT
Atlantis Paradise Island

PROJECT SIZE
300,000 sf

COMPLETION DATE
2021

DESIMONE



MID OCEAN CLUB CORROSION ASSESSMENT

Smiths Parish, Bermuda

DeSimone was contacted to evaluate corrosion problems at south facade. The Client requested cause and origin evaluation.

CLIENT
The Mid Ocean Club

PROJECT SIZE
100,000 sf

COMPLETION DATE
2019

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06. PROJECT MANAGEMENT PLAN (PMP)

An effective project management on this assignment will include developing a Project Management Plan (PMP) to incorporate scheduling for The City. The PMP will provide DeSimone and The City team a vehicle to manage the planning phases and issuance of project-specific tasks. We understand the importance of coordinating with The City's operational needs, the sensitivity to the community, as well as current staff and consultants. Encouraging input from all project parties in the early planning phases is key to maintaining open lines of communication throughout the project. Our PMP will enable our teams to:

- Comprehend Scope of Project Scale of Activities;
- Understand Relationship of Activities & Events;
- Organize & Schedule Activities;
- Plan Ahead;
- Identify Problems; and
- Make Decisions

DeSimone's PMP will focus on the goals and objectives envisioned by The City and implemented by the DeSimone team. Our Project Management Plan will focus on:

- Planning;
- Scheduling;
- Coordination;
- Communication; and
- Documentation

The planning and scheduling will be critical to fully coordinate this effort in an efficient and safe manner to:

- Design a Program that is Achievable;
- Develop a Comprehensive Overview of Project;
- Systematically Plan Activities; and
- Real-Time Status.

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07. CONSTRUCTION MANAGEMENT PLAN (CM)

DeSimone's approach to the implementation of a proper methodology and process for a successful project revolves around the integration of the Construction Management Plan (CM). We believe that implementing a comprehensive plan for the entire design/construction/closeout process that adheres to the Construction Management Association of America's (CMAA's) Standards of Practice set us apart from the competition and demonstrates that our firm's core competencies are firmly rooted in advocacy for the Owner on any given assignment. A typical CM Plan will include the following foundation of duties and tasks:

1. The purpose and content of the CM Plan;
2. Stating measurable objectives for the project;
 - a. Methods and standards of measure commonly used to describe projects
 - b. Qualitative/performance criteria essential to describe projects
3. Selecting and prioritizing pertinent reference documents;
4. Summarizing detailed project data for team members;
5. Organization of the project;
 - a. Understanding relationships between project control systems, procedures, and tasks
 - b. Types of project organization, decision and authority structures
 - c. Understanding organizational structures of other team members
 - d. Defining the roles and responsibilities of project team members
 - i. Using the "responsibility matrix" to communicate lines of responsibility and authority
6. Site use planning;
 - a. Knowledge of construction sequences and operations
 - b. Components required for site mobilization/use over the project duration
 - c. Identifying unique site conditions which may impact construction operations
 - i. Alternative or prescriptive sequences to optimize site utilization
7. Contract administration;
 - a. Understanding the contractual relationships of team members
 - b. Applications of basic contracting/procurement strategies:
 - i. Single Prime/Multiple Prime
 - ii. Lump-Sum/Cost Plus/Guaranteed Maximum Price
 - iii. Design-Build
 - iv. Fast Track
 - v. Phased Purchase
 - vi. Long Lead Procurement
 - vii. Owner Assignment
 - c. Identifying and resolving conflicts, duplications, or omissions in contractual responsibilities
 - d. Developing contract administration and documentation procedures specific to project needs
 - e. Analyzing contracting strategies to meet project cost and schedule goals within legal constraints
 - i. Quantifying the risks and benefits of alternative contracting strategies

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8. Risk Management;
 - a. Understanding the elements of project design and construction likely to give rise to disputes or claims
 - i. General liability risks
 - ii. Special liability risks
 - iii. Applying principles and techniques of risk management
 - iv. Available alternative dispute resolution options
 - A. Applicable laws and standards
9. The Project Procedures Manual;
 - a. Purpose and contents
 - b. Level of detail appropriate
10. Project funding;
 - a. Preparing information required to support owner's funding requirements (cash flow, budgets, estimates, schedules, program definitions, project descriptions, etc.)

DESIGN PROFESSIONAL SELECTION

1. Design resources required to meet specific project requirements;
2. Basic tasks and responsibilities of design professionals;
3. Defining criteria for qualifications and experience of design professionals in relation to the project;
4. Basic contracting strategies for design professional services;
 - a. Understanding design professional contract standards
 - i. Basic service vs. extra services
 - b. The design professional Request for Qualifications/Proposals
 - c. Analyzing the fee proposal and distribution

CONSTRUCTION CONTRACT DOCUMENTS DEVELOPMENT

1. Responsibilities of the parties to a contract;
2. Basic forms of agreement;
3. Basic content requirements of a complete set of contract documents;
4. Sources of risk arising out of design and construction processes;
 - a. Sources of design efforts and omissions and construction deficiencies leading to construction problems and disputes
5. Understand the degree to which risk can be managed, shifted, or insured via construction documents;
6. Insurance requirements and options developed by the owner for the project;
7. Knowledge of basic building materials, systems, and construction techniques;
8. Information required for proper coordination of construction processes;
9. Understanding how sequences of construction relate to drawings;
10. Understanding how drawings and various levels of detail or integrated to create a complete depiction of the project.

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PROCUREMENT OF CONSTRUCTION SERVICES

1. Public relations—means of reaching potential bidders;
2. Assessing bidding climates;
3. Requirements for selection of pre-qualified bidders for bid advertisement;
4. Assessing and evaluating bidder qualifications relative to project requirements;
5. Understanding basic content required of general contract conditions;
6. Addressing risk management issues in contractor's pre-award meetings.

INFORMATION MANAGEMENT

1. Defining expected outcomes of the information management system;
 - a. Data requirements to meet reporting goals
 - b. Client expectations and requirements
 - c. Appropriate levels of detail
 - d. Distribution of reports
 - e. Procedures for information plan revisions
2. Providing the timely flow of information to the project team;
 - a. Overall status and forecast of outcome vs. estimate plan
3. Understanding design report formats;
4. Understanding cost/benefit analyses of various information systems levels;
5. Procedures for retrieval and processing of information;
6. Developing appropriate public relations information;
 - a. Understand real/perceived impacts of the project on the community

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08. VALUE ADDED OPTIONS

DeSimone's ability of its design team and project management professionals to coordinate on value engineering to scope to reduce costs speaks to the requirements of the RFP, specifically:

- Make recommendations as to the scope of work that should be performed (good, better, best) with a cost/benefit analysis and present this to the City.
- Develop the scope of work and estimated costs to be incurred as a baseline for selecting a contractor or contractors.

Value engineering has become an essential element of every construction project. It is an evaluation of a building and its systems and components relative to costs. The goal is to achieve the desired function at the lowest overall price, consistent with the Client's program, and to maximize the project's value.

As the Design-Builder Representative, as well as the Design Professional, on a \$400 million cruise ship terminal in Miami, DeSimone recently reduced the construction costs by approximately 20% through a combined effort with the architect, Client, and DeSimone's design and Risk Management teams. During the schematic design phase, the process included reviewing key components:

- Suggested design;
- Estimated budget;
- Schedule;
- Overall approach; procurement, sequencing, permitting requirements, jurisdictional agency reviews and approvals.

All of these components allowed the team to clearly identify the function and goals of the project and to focus on improving the construction project value while maintaining the integrity and purpose of the desired design for a lower cost.

The entirety of this project, from evaluation to construction remediation, will occur in occupied and operational buildings.

As such, DeSimone's scheduling capabilities will provide The City with a design schedule to meet the expected construction and occupancy/event dates. As Owner's Representative on a multi-purpose residential building, DeSimone's schedule consultants and management team coordinated with the Client, the designer of record, and the contractors to ensure that the project was delivered in the anticipated time frame, on budget and with minimal impact to occupants.

Conversely, our claims mitigation procedures result in "realized tangible assets" that cannot be measured, namely, avoidance of litigation. In the numerous project examples provided in this proposal, DeSimone's Risk Management and project management teams implemented scheduling and management processes that resulted in projects that did not result in litigation.

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APPENDICES

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APPENDIX A – Standard Terms and Conditions

DeSimone Consulting Engineers DPC ("DCE") Standard Terms and Conditions - Risk Management Services

1. These Standard Terms and Conditions and the accompanying proposal and any other appendices thereto, constitute the entire agreement of the parties regarding the project which is the subject of the Proposal and the services to be provided by DCE in connection therewith, and supersede all prior negotiations, agreements and understandings with respect thereto. The parties may only amend the Agreement by a writing signed by the party sought to be bound thereby. Any deliverables, recommendations, or service provided by DCE shall be for the client's use only. DCE's services are expressly limited to the terms herein and are not modified or supplemented by terms from the client's purchase order.
2. Work performed on a time-and-expenses basis will be billed in accordance with DCE's most current Schedule of Rates and Charges. Work performed under a fixed-price arrangement will be billed at the agreed fixed amount. A payment in advance or a suitable retainer may be required from the client. DCE will hold any retainer until the final invoice is prepared, at which time it will reconcile the client's account. Following DCE's completion of work, the client is responsible for and may be charged for the storage and disposal of evidence, exemplars and samples. DCE will charge taxes where applicable.
3. Invoices are typically rendered monthly or in accordance with the agreed upon payment schedule and are due in U.S. dollars within 30 days of the date of the invoice. DCE, without liability, may withhold delivery of reports and other data, and may suspend performance of its obligations to the client, pending payment of outstanding charges. DCE reserves the right to decline further work with any client who has been delinquent in payment of DCE's invoices.
4. The Services shall be provided in accordance with the professional standards of skill and care generally exercised by other firms providing services of similar type and nature in the same locale and under similar circumstances and conditions to those presented pursuant to this Agreement, and without any warranty, express or implied.
5. The client assumes full and complete responsibility for all uses and applications of DCE's recommendations or work under this agreement, or failure to use recommendations or work, and agrees to indemnify and hold harmless DCE, its affiliates, officers, directors, employees, and agents against any and all liabilities, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fees and expenses resulting from the death or injury to any person or damage to any property or any other alleged or actual damages resulting from the aforementioned use, application, or nonuse of DCE's recommendations or work under this agreement.
6. In no event shall DCE, its affiliates, officers, directors, employees, or agents be liable for any incidental or consequential damages.
7. DCE will hold in confidence all information provided by the client that the client designates and/or marks as confidential or proprietary. If DCE and the client have entered into a separate non-disclosure agreement, it is deemed incorporated herein. All deliverables and any improvements to the client's processes or products arising from this agreement shall be and remain the property of client; however, DCE has a right to retain a copy of such deliverable(s). DCE shall retain all rights, title, and interest in and to its proprietary information (along with any modifications or improvements to such information), including, but not limited to DCE's know-how, methodologies, techniques, processes, tools, test fixtures, technologies, trade secrets, software, data, databases, and other materials used by DCE in connection with providing its services.
8. Upon receipt of written notice from the client, DCE will terminate work under this agreement. Work under a fixed-price agreement that is terminated before completion will be billed on a percentage of completion basis. DCE may terminate work under this Agreement only for cause. "Cause" includes, but is not limited to, development of a material conflict of interest, delinquency in payment, judicially required participation in onerous discovery or other legal process outside the intended scope of the work, or the presence of circumstances beyond DCE's control, such as natural disasters or government intervention. DCE shall not be liable for any delay or failure to perform resulting from unforeseen causes beyond its reasonable control.
9. The laws of the state in which the Project is located shall govern the validity and interpretation of this Agreement. If any of provisions of this Agreement shall be finally determined to be invalid or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The prevailing party in any action shall recover from the losing party its reasonable attorney's fees and costs of suit incurred in addition to any other relief granted.
10. If DCE is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity or arbitration, or in a pre-trial hearing or conference, as to any work or services performed by anyone in connection with the Project, Client shall pay DCE for all time spent while testifying and preparing therefore and collecting, reviewing and producing such records in accordance with the rates set forth in the Agreement and for all costs and fees associated therewith.

APPENDIX B - 2021 BILLING RATE SCHEDULE

EFFECTIVE DATE January 1, 2021

The following is our 2021 standard schedule of professional fees for Additional Services and for services rendered on Time and Expense projects. This schedule is subject to review and adjustment on the first of each year. All amounts listed are in United States dollars.

1. FEE SCHEDULE FOR PROFESSIONAL SERVICES - FORENSICS

Professional Personnel Classification	Hourly Rate 2021
Principal	\$425.00
Managing Director	\$330.00
Director	\$300.00
Senior Associates	\$290.00
Associate	\$285.00
Senior Project Manager	\$275.00
Project Manager	\$240.00
Senior Project Engineer	\$220.00
Project Engineer	\$200.00
Engineer	\$185.00
BIM Senior Specialist	\$220.00
BIM Specialist	\$210.00
BIM Junior Specialist	\$180.00
Field Operations Manager	\$260.00
Inspector	\$180.00

2. FEE SCHEDULE FOR PROFESSIONAL SERVICES – RISK MANAGEMENT SERVICES

Professional Personnel Classification	Hourly Rate 2021
Principal/S.M.E.	\$425.00
Managing Director	\$425.00
Director	\$330.00
Senior Engineer/Chemist	\$325.00
Senior Engineer/Scientist	\$300.00
Claims Manager/Senior Project Manager	\$250.00
Project Manager	\$230.00
Associate Engineers/Scientist	\$185.00

SUBCONTRACTORS:

Subcontracted costs requested and authorized in writing such as borings, surveys, consultants, equipment, etc., will be charged at cost plus 15%.

OTHER NON-SALARY EXPENSES:

Reimbursable expenses, such as printing, film and microfilm, long distance calls, messenger, express mail, travel, transportation and lodging, etc., will be invoiced at cost. Mileage on company or employee-owned vehicles will be invoiced at \$0.58/mile. Electronic plotting on Bond Paper will be invoiced at \$1.20/SF.

We will invoice you monthly due within 30 days.

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**CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that I, my family or my firm has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

DeSimone Consulting Engineering D.P.C. (Firm's Name)

By: Brian P. Hanifin (signature)
Brian Hanifin (print name)
 Managing Director – Risk Management (title)
 and Forensics

Subscribed and sworn to before me this

18 day of November, 2021.

Melissa L. Stein
 Notary Public



City of Asbury Park, NJ
Tuesday, December 3, 2019

Chapter 2. Administration

Article X. Regulation of Public Contracting, Contributions to Public Offices and Entities

§ 2-76. AWARD OF PUBLIC CONTRACTS.

Prior source history for award of public contracts includes Ordinance No. 2681 which was repealed in entirety by Ordinance No. 2969.

§ 2-76.1. Definitions.

[Ord. No. 2969]

As used in this section:

BUSINESS ENTITY

whose contributions are regulated by this section shall mean: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns ten (10%) percent of more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or infeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than one hundred thousand (\$100,000) dollars in compensation or income of any kind (including, by way of illustration, and not limitation; wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this section; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

CAMPAIGN COMMITTEE

shall mean (i) every candidate for City of Asbury Park elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iii) every joint candidates committee established in whole or in part by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iv) every political party committee of the City of Asbury Park; (v) every political party committee of the County of Monmouth; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Asbury Park municipal or Monmouth County elective offices or City of Asbury Park municipal or Monmouth County political parties or political party committees. The terms in the foregoing Subsection have the meaning prescribed in N.J.A.C. 19:25-1.7.

CONTRACT FOR PROFESSIONAL OR EXTRAORDINARY SERVICES

for the award of a contract, all City of Asbury Park or Monmouth County political committees and political party committees as described herein combined, without violating Subsection a of this subsection.

- d. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Asbury Park Mayor or Governing Body, if the contract requires approval or appropriation from the Mayor or Governing Body, or (ii) the Mayor of the City of Asbury Park, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- e. Rules Regarding Subcontractors. No person may be awarded a subcontract to perform under a contract subject to this section, if the subcontractor would be disqualified by Subsection a of this subsection from receiving the contract at the time that the subcontract is awarded; nor may any person who would be disqualified by Subsection a. of this subsection from receiving the contract perform substantially all of the obligations described in a contract for professional or extraordinary unspecifiable services that is subject to this section.

§ 2-76.3. Contributions Made Prior to the Effective Date.

[Ord. No. 2969 § 2]

No contribution or solicitation of contributions made prior to the effective date of this section (adopted March 2, 2011 by Ord. No. 2969) shall be deemed to give rise to a violation of this section.

§ 2-76.4. Contract Renewal.

[Ord. No. 2969 § 3]

No contract subject to this section may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this section if it were an initial contract.

§ 2-76.5. Contribution Statement by Business Entity.

[Ord. No. 2969 § 4]

- a. Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecifiable Services from any business entity, the City of Asbury Park or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said business entity which is the intended recipient of said contract that he/she/it has not made a contribution in violation of Subsection 2-76.2. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the business entity is not in violation of this section, prior to awarding the contract or agreement.
- b. A business entity shall have a continuing duty to report to the City of Asbury Park any contributions that constitute a violation of this section that are made during the negotiation, proposal process or the duration of a contract. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the Governing Body within ten (10) business days after receipt of said report from the business entity or at the next Council meeting following receipt of said report from the business entity, whichever comes first.
- c. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Asbury Park, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this section, every person aggrieved by a violation of the section, or any taxpayer or resident of the City of Asbury Park has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this section in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys' fees and costs, arising from or related to a violation of this section.

CITY OF ASBURY PARK
BUSINESS ENTITY DISCLOSURE CERTIFICATION
 FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the firm of DeSimone Consulting Engineering D.P.C. (including all shareholders, officers and partners thereof) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2020 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Asbury Park as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Asbury Park Democratic Committee	
Asbury Park Republican Committee	
Candidate Committee of any Asbury Park official serving in an elective public office	
Any other political committee as defined in N.J.S.A. 19:44A-3(p), (q) and (r)	

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Stephen DeSimone	25 Lawrence Lane Bay Shore, NY 11706 USA

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DeSimone Consulting Engineering D.P.C.

Signed: Brian P. Hanifin
 Print Name: Brian Hanifin

Title: Managing Director – Risk Management and Forensics
 Date: 11.01.2021

Subscribed and sworn before me this 15th
 day of November, 20 21.

Brian Hanifin, Managing Director – Risk Management and Forensics

Melissa L. Stein
 Notary Public

(Affiant)
 (Print name & title of affiant)



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DeSimone Consulting Engineering DPC	
2 Business name/disregarded entity name, if different from above 	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 69258	Requester's name and address (optional)
6 City, state, and ZIP code Baltimore, MD 21264-9258	
7 List account number(s) here (optional) 	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	5		3	0	6	2	3	2	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►



Date ► 1/14/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: N/A

Bidder/Offoror: DeSimone Consulting Engineering D.P.C.

PART 1: CERTIFICATION**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.****FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

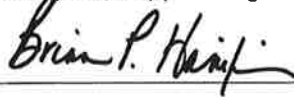
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offoror _____
Description of Activities _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Bidder/Offoror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Brian Hanifin

Signature: 

Title: Managing Director – Risk Management and Forensics

Date: 11.01.2021



DESICON-02

6.2.32.a

DATE (MM/DD/YYYY)
7/1/2021

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:	FAX (A/C, No.): (703) 827-2279
	PHONE (A/C, No, Ext): (703) 827-2277	
INSURED DeSimone Consulting Engineering DPC 140 Broadway, 25th Floor New York, NY 10005	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: RLI Insurance Company A+, XI	NAIC # 13056
	INSURER B: Great Midwest Company	18694
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:		PSB0008821	4/30/2021	4/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PSA0002894	4/30/2021	4/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 0		PSE0004386	4/30/2021	4/30/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A		PSW0004906	4/30/2021	4/30/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	☒ Professional Liab.		AE-GM-0000175-00	10/30/2020	4/30/2022	Per Claim/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	DESIMONE CONSULTING ENGINEERING, D.P.C., CORP.
Trade Name:	
Address:	140 BROADWAY 25TH FLOOR NEW YORK, NY 10005
Certificate Number:	2595042
Effective Date:	June 07, 2021
Date of Issuance:	August 04, 2021

For Office Use Only:
20210804170008386



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-53

Authorizing Appointments to the “Asbury Park TV Committee” 2022



RESOLUTION NO. 2022-53

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING APPOINTMENTS TO THE “ASBURY PARK TV COMMITTEE”

WHEREAS, pursuant to Section 2-58 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Asbury Park TV Committee (the “Committee”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED that the following individuals are hereby appointed to serve on the Asbury Park TV Committee for the term referenced:

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Ginny Otley	12/31/2024
Nate McCallister	12/31/2024
Deputy Mayor Amy Quinn	12/31/2024

3. That a certified copy of this Resolution shall be provided to each member appointed and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-53 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-54

Appointment to the Business Advisory Committee 2022



RESOLUTION NO. 2022-54

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTMENT TO THE BUSINESS ADVISORY COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Business Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide consultative and advisory assistance to the Mayor and Council, regarding business issues for the City, as well as all residents of the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be from January 1, 2021 through December 31, 2021; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and

Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. A “Business Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Deputy Mayor Amy Quinn	12/31/2022
Jenn Hampton	12/31/2022
Bianca Freda	12/31/2022
Kathy Kelly	12/31/2022
Marilyn Schlossbach	12/31/2022
Russell Lewis	12/31/2022
Reggie Flimlin	12/31/2022
Phyllis Maffucci	12/31/2022
Sylvia Sylvia Cioffi	12/31/2022
Austin Leopold	12/31/2022
Robin Elliot-Preston	12/31/2022
Ben Ross	12/31/2022
Chris Zatorski	12/31/2022
David Lewis	12/31/2022
Danny Croak	12/31/2022
City Manager Vieiro	12/31/2022

3. A certified copy of this Resolution shall be provided to all appointed members and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-54 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-55

Resolution Authorizing Appointments to Community Development Block Committee 2022



RESOLUTION NO. 2022-55

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING APPOINTMENTS TO COMMUNITY DEVELOPMENT BLOCK COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Community Development Block Grant Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be review Community Development Block Grant applications and to provide consultative and advisory assistance to Mayor and Council concerning such issues; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall begin January 1, 2022 and shall expire December 31, 2022; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. A “Community Development Block Grant Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Mayor John Moor	12/31/2022
Deputy Mayor Amy Quinn	12/31/2022
Cassandra Dickerson	12/31/2022
Leesha Floyd	12/31/2022

3. A certified copy of this Resolution shall be provided to each appointed member and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-55 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-56

Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee” 2022



RESOLUTION NO. 2022-56

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING APPOINTMENTS TO “CODE ENFORCEMENT/QUALITY OF LIFE COMMITTEE”

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Code Enforcement/Quality of Life Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to study existing code enforcement and quality of life issues within the City and to provide consultative and advisory assistance to Mayor and Council concerning such issues; and

WHEREAS, the Committee shall provide advice to the Mayor and Council as to short-term and long-term recommendations; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall begin January 1, 2022 and shall expire December 31, 2022; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. A “Code Enforcement/Quality of Life Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Council Member Yvonne Clayton	12/31/2022
Council Member Eileen Chapman	12/31/2022
Greg Hopson	12/31/2022
Patricia Zanellato	12/31/2022
Ilene Schwaber	12/31/2022
Diane Shelton	12/31/2022
Pamela Major	12/31/2022
Jill Potter	12/31/2022
Naomi Hogan	12/31/2022

3. A certified copy of this Resolution shall be provided to each member appointed and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-56 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-57

Authorizing Appointments to the “Deal Lake Commission”2022



RESOLUTION NO. 2022-57

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING APPOINTMENTS TO THE “DEAL LAKE COMMISSION”

WHEREAS, pursuant to Section 2-46 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Deal Lake Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Deal Lake Commission for a one-year term:

1. The following individuals are hereby appointed to serve on the Commission:

Jeannie Toher, Regular Member
Edward A. Winder

Term Expires: 12/31/2022

Term Expires: 12/31/2022

2. A certified copy of this Resolution shall be provided to each of the following:

- a. Donna Vieiro, City Manager
- b. Deal Lake Commission

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-57 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-58

Authorizing Appointments to the “Environmental/Shade Tree Commission” 2022



RESOLUTION NO. 2022-58

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING APPOINTMENTS TO THE “ENVIRONMENTAL/SHADE TREE COMMISSION”

WHEREAS, pursuant to Section 2-41 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Environmental/Shade Tree Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Environmental/Shade Tree Commission for the term referenced:

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the following individuals are hereby appointed to serve on the Commission:

Appointee

Term to Expire

Nancy Sabino (Alternate#1)

December 31, 2026

2. That a certified copy of this Resolution shall be provided to each appointed member and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-58 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-59

Resolution Approving Appointments to The City of Asbury Park Green Team 2022



RESOLUTION NO. 2022-59

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING APPOINTMENTS TO THE CITY OF ASBURY PARK GREEN TEAM

WHEREAS, the Mayor and Council wish to appoint certain individuals to serve on the Municipal Green Team, in accordance with the requirements of Sustainable New Jersey Certification; and

WHEREAS, the Green Team will meet on a as needed basis; and

WHEREAS, the City Manager or his/her designee shall serve as chairperson; and

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Asbury Park Green Team for a period as needed.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the following individuals are hereby appointed to serve on the Green Team:

City Manager or designee, Chairperson	12/31/2022
Director of Planning and Redevelopment or designee	12/31/2022
Chairperson of the Environmental Shade Tree Commission or designee	12/31/2022
Chairperson of the Asbury Park Business Committee or designee	12/31/2022
Councilwoman Eileen Chapman or designee	12/31/2022
Yvonne Adams	12/31/2022
Derek Minno Bloom	12/31/2022
Michael Castellano	12/31/2022
Russell Lewis	12/31/2022
Kathleen Mumma	12/31/2022
Diana Pittet	12/31/2022
Giuseppe Grillo	12/31/2022
Barbara Krzak	12/31/2022
Jen Kosakowski	12/31/2022

2. That a certified copy of this Resolution shall be provided to Donna Viero, City Manager, and Michele Alonso, Director of Planning and Redevelopment.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-59 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-60

Appointment to the Recreation Advisory Committee 2022



RESOLUTION NO. 2022-60

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTMENT TO THE RECREATION ADVISORY COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Recreation Advisory Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide consultative and advisory assistance to the Mayor and Council, regarding recreation issues for the youth of the City, as well as all residents of the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be from January 1, 2022 through December 31, 2022; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and

Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. A "Recreation Advisory Committee" (the "Committee") is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Council Member Jesse Kendle	12/31/2022
Council Member Eileen Chapman	12/31/2022
Esther Piekarski	12/31/2022
Toran Jordan	12/31/2022
Angeline Brown	12/31/2022
Angela Anderson	12/31/2022
Douglas Eagles	12/31/2022
Jessie Ricks	12/31/2022
Sylvia Sylvia Cioffi	12/31/2022
Vishal Sood	12/31/2022
Tyron McAllister	12/31/2022
Shawana A. Gartrell	12/31/2022

3. A certified copy of this Resolution shall be provided to Donna Viero, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-60 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-61

Appointing members to the PB Committee for 20222



RESOLUTION NO. 2022-61

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPOINTING MEMBERS TO THE PARTICIPATORY BUDGET COMMITTEE TO FACILITATE THE PARTICIPATORY BUDGETING PROCESS IN THE CITY OF ASBURY PARK

WHEREAS, Participatory Budgeting is a democratic and transparent process which involves community members in deciding how a designated portion of a public budget is spent;

WHEREAS, the goals of the Participatory Budgeting initiative are Equity, Empowerment and Community Building/Civic Engagement.

WHEREAS, Equity can be achieved through this process by the distribution of funds throughout the City and through direct resident representation and input from every member of the community.

WHEREAS, Empowerment can be achieved through this process by engaging residents who normally do not participate in traditional elections and voting. By encouraging the submission of projects that residents have suggested and are advocates of, the engagement efforts will focus on the participation of all residents from project submission through voting.

WHEREAS, Community Building can be achieved through the promotion of civic engagement and the “hands-on” experience of the Participatory Budget process. Those Community members that have not had an interest in “traditional” City government actions, have the opportunity to become involved in and learn about public budgeting. Additionally, our youth, who are excluded from traditional elections, will also have the ability to have their ideas not only heard, but also be able to vote and have an impact on the outcome.

WHEREAS, the Participatory Budgeting process will be as follows:

- 1) Residents submit ideas for public projects they would like to have in their community;
- 2) The Participatory Budget Committee will work with the individuals who have submitted projects along with City staff to determine feasibility and establish a budget and outline a proposal for the project
- 3) Residents are invited to a public meeting where projects will be presented.
- 4) Residents will then vote on the projects presented.

WHEREAS, the Participatory Budgeting Committee will be comprised of 9 residents of the City of Asbury Park who are 14 years of age or older. There will also be a City Council liaison as well as City Staff support.

NOW, THEREFORE, BE AND ITS HEREBY RESOLVED, by the Mayor and Council of the County of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. A “Participatory Budget Committee” is hereby established in and for the City, in accordance with the terms and conditions referenced above

2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term</u>
1. Janie Garlington	12/31/2022
2. Alexander Krasutsky	12/31/2022
3. Joe Lucarelli	12/31/2022
4. Chris Mansicalo	12/31/2022
5. Louise Murray	12/31/2022
6. Jacklyn Sharpe	12/31/2022
7. Pedro Trivello	12/31/2022
8. Paul Weinstein	12/31/2022
9. Council Liaison Eileen Chapman	12/31/2022

3. A certified copy of this Resolution shall be provided to all appointed members and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-61 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-62

Parking Committee appointments 2022



RESOLUTION NO. 2022-62

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING APPOINTMENTS TO THE PARKING ADVISORY COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Parking Advisory Committee” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to study the existing parking conditions within the City and to provide consultative and advisory assistance to the Mayor and Council concerning parking issues within the City; and

WHEREAS, the Committee shall provide advice to the Mayor and Council as to short-term and long-term recommendations; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be for January 1, 2022 and expire December 31, 2022; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. A "Parking Advisory Committee" is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Mayor John Moor	12/31/2022
Michael Manzella (Chair)	12/31/2022
Gene Dello	12/31/2022
Barbara Krzak	12/31/2022
Maggie Quinton	12/31/2022
William West	12/31/2022
Jordan Modell	12/31/2022
Jill Potter	12/31/2022
James Bonanno	12/31/2022

3. A certified copy of this Resolution shall be provided to each appointed member and Donna M. Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-62 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-63

A Resolution Appointing Regular and Alternate Members To the Rent Leveling Board.



RESOLUTION NO. 2022-63

**City of Asbury Park
County of Monmouth
State of New Jersey**

A RESOLUTION APPOINTING REGULAR AND ALTERNATE MEMBERS TO THE RENT LEVELING BOARD.

WHEREAS, Ordinance No. 2021-40, adopted on December 22, 2021, established regulations governing the appointment and the term scheme associated with the regular and alternate members of the Rent Leveling Board; and

WHEREAS, in accordance with Ordinance No. 2021-40, the Mayor and Council wish to appoint the following seven (7) regular and two (2) alternate members to the Rent Leveling Board for the terms indicated below.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the following seven (7) regular members of the Rent Leveling Board are hereby appointed for the following terms:

(a) Tenant Members:

- **Maryann Antenucci** shall serve for a one-year term expiring on 12/31/2022; and
- **Nydia Fontaine** shall serve for a three-year term expiring on 12/31/2024.

(b) Landlord Members:

- **Peter Siegel** shall serve for a one-year term expiring on 12/31/2022; and
- **Mark Hadnett** shall serve for a three-year term expiring on 12/31/2024.

(c) Other residents/property owners:

- **Jessie Ricks** shall serve for a two-year term expiring on 12/31/2023;
- **Christian Hubert** shall serve for a two-year term expiring on 12/31/2023; and
- **Derek M. Bloom** shall serve for a one-year term expiring on 12/31/2022.

2. That the following two (2) alternate members of the Rent Leveling Board are hereby appointed for the following terms:
 - **Jama Shelton**, who shall be designated as “Alternate No. 1,” shall serve for a three-year term expiring on 12/31/2024; and
 - **Jack Daley**, who shall be designated as “Alternate No. 2,” shall serve for a two-year term expiring on 12/31/2023.
3. That should the status of any of the above appointees change such that they are no longer a tenant, landlord or resident/property owner of the City of Asbury Park, as applicable, then the appointee(s) must notify the City Clerk immediately. In such cases their appointment(s) to serve on the Board shall cease and a replacement member shall be appointed by the Mayor and Council to fill the vacancy.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Each Appointee referenced above;
 - b. Donna M. Vieiro, City Manager;
 - c. Michael J. Manzella, Deputy City Manager; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-63 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-64

Reappointment of Public Art Commissioners whose terms expired December 31, 2021



RESOLUTION NO. 2022-64

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING MEMBERS TO THE PUBLIC ART COMMISSION

WHEREAS, pursuant to Section 2-43 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Public Art Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Public Art Commission for the term referenced:

<u>Appointee</u>	<u>Term to Expire</u>
Deputy Mayor Amy Quinn	12/31/2024
Michele Alonso	12/31/2024
Mary Eileen Fouratt	12/31/2024
Surojaie “Angie Surgrim” Alternate #1	12/31/2024

BE IT FURTHER RESOLVED, that the Committee shall operate in accordance with the provisions set forth in Section 2-43 of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

BE IT FURTHER RESOLVED, that a copy of this resolution shall be provided to each appointed member and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-64 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-65

Annual reappointment of Planning Board Members for 2022



RESOLUTION NO. 2022-65

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING MEMBERS TO THE PLANNING BOARD (CLASS III AND IV)

WHEREAS, pursuant to N.J.S.A. 40:55D-23, et seq., and Section 30-21, *et seq.*, of the Asbury Park City Code, a Planning Board has been established within the City consisting of seven (9) regular members that are segregated into four (4) separate Classes, and two (2) alternate members; and

WHEREAS, the Mayor and Council must appoint one (1) Class III member of the Planning Board, constituting a member of the Governing Body to be appointed by it; and

WHEREAS, the Mayor and Council must also appoint certain Class IV citizen members to the Planning Board, along with certain alternate members (who shall also meet the qualifications of Class IV members); and

WHEREAS, with the above in mind, the Mayor and Council wish to make the following appointments to the Planning Board, effective as of January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. That, effective as of January 1, 2022, **Council Member Yvonne Clayton** is hereby appointed to serve as the **Class III** member of the Planning Board, for a term of one (1) year, or until the completion of her term of office, whichever occurs first.
2. That, effective as of January 1, 2022, the following citizen(s) of the City of Asbury Park is/are hereby appointed as **Class IV** member(s) of the Planning Board, for a term of four (4) years:

Eric Galipo - Term to expire on **December 31, 2024**

Barbara Krzak-Term to expire on **December 21, 2025**

3. That, effective as of January 1, 2022, the following citizen(s) of the City of Asbury Park is/are hereby appointed as **Class II** member(s) of the Planning Board, for a term of one (1) year:

Michael Manzella- Term to expire on **December 31, 2022**

4. That, effective as of January 1, 2022, the following citizen(s) of the city of Asbury Park is/are hereby appointed as Alternate member(s) of the Planning Board, for a term of two (2) years:

Daniel Sciannameo - Alternate#1-Term to expire on **December 31, 2022**

Juanita Barnes- Alternate #2-Term to expire on **December 31, 2023**

A certified copy of this Resolution shall be provided to each of the following:

- a. Each Appointee referenced above.
- b. Planning Board Secretary
- c. Donna Vieiro, City Manager

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-65 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-66

Sunset Lake Appointments 2022



RESOLUTION NO. 2022-66

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING APPOINTMENTS TO THE “SUNSET LAKE COMMISSION”

WHEREAS, pursuant to Section 2-47 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Sunset Lake Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Sunset Lake Commission:

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the following individuals are hereby appointed to serve on the Commission:

Jaimee Nadell
Sue Henderson
Mark Ax

Term Expire: 12/31/2023
Term Expire: 12/31/2023
Term Expire: 12/31/2023

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-66 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-67

Appointing members to Mayor's Wellness Committee for 2022



RESOLUTION NO. 2022-67

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING APPOINTMENTS TO THE MAYOR'S WELLNESS COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Mayor’s Wellness Committee” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide a community initiative to champion healthy and active living within the City of Asbury Park and improve overall health within the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be for January 1, 2022 and expire December 31, 2022; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. A “Mayor’s Wellness Committee” is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Mayor John Moor	12/31/2022
Michael Manzella, Mgr. Rep.	12/31/2022
Lisa Lee	12/31/2022
Wendi Glassman	12/31/2022
Allison Cerco	12/31/2022
Vishal Sood	12/31/2022
Douglas Eagles	12/31/2022
Nina Summerlin	12/31/2022
Pamela Major	12/31/2022

3. A certified copy of this Resolution shall be provided to all appointed members and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-67 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-68

Reappointment of Zoning Board Members whose terms expire



RESOLUTION NO. 2022-68

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING MEMBERS TO THE ZONING BOARD OF ADJUSTMENT

WHEREAS, pursuant to N.J.S.A. 40:55D-69, et seq., and Section 30-22, *et seq.*, of the Asbury Park City Code, a Zoning Board of Adjustment has been established within the City consisting of seven (7) regular members and two (2) alternate members; and

WHEREAS, per Section 30-22.1 of the City Code, all regular and alternate members of the Zoning Board of Adjustment are to be appointed by the Mayor and Council; and

WHEREAS, pursuant to N.J.S.A. 40:55D-69, the terms of all members first appointed to the Zoning Board of Adjustment shall be so determined that, to the greatest practicable extent, the expiration of such terms shall be distributed, in the case of regular members, evenly over the first four years after their appointment, and in the case of alternate members, evenly over the first two years after their appointment; and

WHEREAS, thereafter, the term of each regular member shall be for four (4) years, and the term of each alternate member shall be for two (2) years; and

WHEREAS, with the above in mind, the Mayor and Council wish to make the following appointments to the Zoning Board of Adjustment, effective as of January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. Effective as of January 1, 2022, the following resident(s) of the City of Asbury Park is/are hereby appointed as **regular member(s)** of the Zoning Board of Adjustment, for a term of four (4) years:
 - Daniel Harris - Term to expire on **December 31, 2025**
 - Jill Potter - Term to expire on **December 31, 2025**
2. Effective as of January 1, 2022, the following resident(s) of the City of Asbury Park is/are hereby appointed to serve as **alternate member(s)** of the Zoning Board of Adjustment, for a term of (2) years:

- “Alternate No. 1” - Bonnie Nach - Term to expire **December 31, 2022**

3. A certified copy of this Resolution shall be provided to each of the following:

- a. Each Appointee referenced above.
- b. Zoning Board of Adjustment Secretary
- c. Donna Vieiro, City Manager

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-68 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 6th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-69

Resolution approving change order #1 for Sunset Lake Park improvements project in the amount of \$0.00



RESOLUTION NO. 2022-69

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING CHANGE ORDER #1 FOR SUNSET LAKE PARK IMPROVEMENTS PROJECT

WHEREAS, the City Council of Asbury Park awarded a contract to Precise Construction, Inc. on July 28, 2021 for Sunset Lake Park Improvements Project via Resolution #2021-353; and

WHEREAS, the original contract amount approved by the City Council was in the sum of two hundred eighty two thousand two hundred and fifty-five dollars (\$282,255.00); and

WHEREAS, the City Engineer is requesting Change Order #1 in the amount of \$0.00; and

WHEREAS, Change Order # 1 is due to an increase and reduction in items to reflect as-built quantities; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-04-55-998-177-016 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

WHEREAS, said certification has designated specifically the line item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Monmouth and State of New Jersey that this Change Order #1 shall not exceed zero dollars and zero cents (\$0.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 1 on behalf of the Governing Body.

BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, Precise Construction, Inc., City Engineer and City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-69 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 5th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-G2101

CHANGE ORDER NO. 1

DATE:

December 22, 2021

PROJECT:

Sunset Lake Park Improvements Project

OWNER:

City of Asbury Park

CONTRACTOR:

Precise Construcion

DESCRIPTION OF CHANGE:

REDUCTIONS:

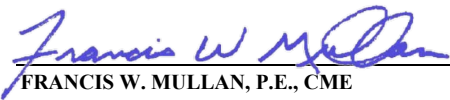
Various Items Reduced to Reflect As-Built Quantities

EXTRA:

Various Items Increased to Reflect As-Built Quantities

SUPPLEMENTARY:

S-1 Lightpole Foundations

APPROVAL RECOMMENDED:	SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
 FRANCIS W. MULLAN, P.E., CME ASBURY PARK CITY ENGINEER	A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$21,882.00
 ACCEPTED:	B. TOTAL EXTRAS THIS C.O.	\$6,960.00	XXXXXXXXXXXX
CONTRACTOR: Precise Construcion	C. TOTAL SUPPLEMENTARY THIS C.O.	\$14,922.00	XXXXXXXXXXXX
OWNER'S APPROVALS:	TOTALS THIS C.O.	\$21,882.00	\$21,882.00
	NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
	PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
NOTE: All work to be done according to Contract Specifications.	TOTAL CHANGE ORDERS TO DATE	\$21,882.00	\$21,882.00
	NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE		\$282,255.00
CHANGE ORDERS TO DATE	0.00%	\$0.00
REVISED CONTRACT PRICE		\$282,255.00

Attachment: Precise Construction_Change Order #1 (2022-69 : Change Order #1 for Sunset Lake Park Improvements Project)

CHANGE ORDER NO. 1

SHEET NO. 2 OF 2
PROJECT NO. ASPK-G2101

PROJECT:

Sunset Lake Park Improvements Project

OWNER:

City of Asbury Park

CONTRACTOR:

Precise Construcion

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
REDUCTIONS	4	Import Clean Fill (If & Where Directed)	632.00 CY	\$10.00	\$6,320.00
	5	Import Screened Topsoil, 4" Thick	636.00 CY	\$20.00	\$12,720.00
	7	Concrete Sidewalk, Colored, 4" Thick	4.00 SY	\$63.00	\$252.00
	22	Fertilize and Seed	1290.00 SY	\$1.75	\$2,257.50
	B5	Site Grading	70.00 SY	\$3.00	\$210.00
	B6	Fertilize and Seed	70.00 SY	\$1.75	\$122.50

A. TOTAL REDUCTIONS

\$21,882.00

EXTRA	6	Site Grading	2110.00 SY	\$3.00	\$6,330.00
	8	Concrete Paver Circular Walkways	7.00 SY	\$90.00	\$630.00

B. TOTAL EXTRA

\$6,960.00

SUPPLEMENTARY	S-1	Lightpole Foundations	14.00 EA	\$1,065.86	\$14,922.00
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C. TOTAL SUPPLEMENTARY

\$14,922.00

Attachment: Precise Construction_Change Order #1 (2022-69 : Change Order #1 for Sunset Lake Park Improvements Project)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 5, 2022
RESOLUTION SUMMARY

2022-70

Resolution authorizing the amendment of a contract with Ben Shaffer Recreation for playground equipment located at 7th and Ocean Avenues. Resolution #2021-189 was approved on April 14, 2021 the amount of \$146,634.98. On December 20, 2021 HUD gave the final approval on this project but the price has since increased to \$152,989.25, a difference in the amount of \$6,354.27.



RESOLUTION NO. 2022-70

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AMENDING A CONTRACT WITH BEN SHAFFER RECREATION FOR PLAYGROUND EQUIPMENT LOCATED AT SEVENTH & OCEAN AVENUES

WHEREAS, the City of Asbury Park adopted Resolution #2021-189 on April 14, 2021 awarding a contract to Ben Shaffer Recreation for installation of a new playground equipment located at Seventh and Ocean Avenues totaling \$146,634.98; and

WHEREAS, the City of Asbury Park received final HUD approval on this project on December 20, 2021; and

WHEREAS, the City of Asbury Park received an revised quote from Ben Shaffer Recreation with the new price of the project totaling \$152,989.25 based off of the Educational Services Commission of New Jersey (ESCNJ), Playground Equipment, Bid Contract #20/21-22, NJ approved Co-Op #65MCESCCPS in which the City is a member of; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts T-17-78-850-850-003 and 1-05-55-502-000-206. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the amendment of a contract with Ben Shaffer Recreation in the amount of \$152,989.25 for the installation of new playground equipments located at Seventh & Ocean Avenues and a copy of this Resolution shall be provided to the Director of Community Development Block Grant, DPW Superintendent, City Manager, CFO and Purchasing Agent.

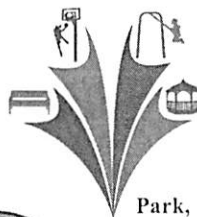
I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-70 which was finally adopted by the City Council at a meeting held on the 5th day of January, 2022

CERTIFIED BY ME THIS 5th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

Ben Shaffer Recreation Inc

PO Box 844
 Lake Hopatcong, NJ, 07849
 973-663-2021 Fax 973-663-4615
 1-800-953-2021
www.benshaffer.com



**BEN
 SHAFFER
 RECREATION**

Park, Playground & Streetscape Solutions
 Serving NJ Since 1921



Asbury Park City
 Robert Bianchini
 1 MUNICIPAL PLAZA
 ASBURY PARK NJ 07712

PROPOSAL

As requested, we are pleased to quote the following
 using Bid #: ESCNJ 20/21-22; Co-op #65MCESCCPS:

Date	Proposal #	Terms	Associate
5/28/2021	GMBPQ2156-03	Net 30	Greg Powell

Qty	Part #	Manufacturer	Description	List Price	Disc Price	Ext. Price
1	130-125910-4	Burke	Ages 2-5 Nucleus Play Structure with Ramps, Rooves, Slides and Climbers	\$101,822.00	\$93,676.24	\$93,676.24
1	580-1302	Burke	FS SIGN, CUSTOM/CUSTOM	\$632.00	\$581.44	\$581.44
1	Coastal	Burke	Coastal Package for Burke Project # 130-125910-4 and 580-1302	\$3,073.62	\$2,827.73	\$2,827.73
1	WhirlPG	Whirl	Standard installation of the above Playground items to manufacturer specification	\$47,128.84	\$47,128.84	\$47,128.84
16	WhirlMH	Whirl	Man-Hour Labor Per Contract Dewatering	\$0.00	\$125.00	\$2,000.00
9	WhirlRD	Whirl	Receive/Unload Delivery. Cost per man-hour.	\$0.00	\$125.00	\$1,125.00
					Freight*	\$5,650.00
Project: Beach Playground					Total	\$152,989.25

*The above items are priced in accordance with Bid #: ESCNJ 20/21-22; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 4-6 weeks after receipt of order.

Playground Equipment must be installed over a resilient surface.

IMPORTANT PAYMENT INFORMATION:

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Standard colors and finish are quoted unless noted. Final count is the responsibility of the contractor/purchaser. Note that assembly/installation is NOT provided. Sales Tax will be added if applicable.

Thanks for allowing us the opportunity to provide you with this proposal. If you have any questions, please call.



SBE Certified

Yours truly,

Greg Powell
 Recreation Consultant

**RESOLUTION NO. 2022-71****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on January 5, 2022 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed are as follows:

A. Litigation:

Mount Laurel Declaratory Lawsuit.

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with section 8 and 4a of the Open Public Meetings Act.

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, January 5, 2022
ORGANIZATIONAL MEETING

Call to Order

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Melody Hartsgrove	City Clerk	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute the Flag

Announcement by City Clerk

1. As to comply with the Open Public Meetings Act, Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Reorganization Meeting Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on December 18, 2021 and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Nomination of Deputy Mayor

Swearing in of Deputy Mayor by Municipal Clerk Melody Hartsgrove
A nomination was made by Mayor Moor and seconded by Council member Clayton. All in favor for the nomination of Amy Quinn for Deputy Mayor.

Resolutions

CONSENT AGENDA

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2022-1 Resolution Establishing Meeting Dates for 2022
- 2022-2 Resolution Designating the Official Newspapers for the City of Asbury Park for the Year 2022
- 2022-3 Resolution Establishing 2022 Schedule of Holidays
- 2022-4 Authorizing the City Clerk to Execute all Bingo and Raffle Games of Chance Applications that Meet all Provisions Pursuant to Statute for the 2022 Calendar Year
- 2022-5 Resolution Establishing Rules of Order for Public Comments
- 2022-6 Authorizing the City Clerk to Execute all of the City of Asbury Park Fire Department Member's Enrollment into NJ State Firemen's Association for the 2022 Calendar Year
- 2022-7 Appointing a Fund Commissioner and Alternate to the New Jersey Intergovernmental Insurance Fund
- 2022-8 Appointment of ADA Compliance Officer and Coordinator
- 2022-9 4239 : Designation of PACO 2022
- 2022-10 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications
- 2022-11 A Resolution Authorizing the Tax Assessor to Act as Agent for the City of Asbury Park for the Purpose of Filing and Settling Tax Appeals on Behalf of the Taxing District for the Tax Year 2022
- 2022-12 Resolution Adopting a Debt Management and Capital Policy
- 2022-13 Resolution of the Mayor and Council of the City of Asbury Park Designating the Depositories wherein all Public Monies and Other Funds of the Municipality Shall Be Kept
- 2022-14 Resolution Adopting a Cash Management Plan for the City of Asbury Park
- 2022-15 Appointment of Recycling Coordinator for the Year 2022
- 2022-16 Resolution to Credit Sewer Account for Deduct Meter

- 2022-17 Resolution Fixing the Rate of Interest to Be Charged on Delinquent Taxes, Assessments and Sewer Accounts For 2022
- 2022-18 Resolution Setting Fees for Tax Collection Department for 2022
- 2022-19 A Resolution Approving and Adopting A Form Required to Be Utilized for The Filing of Tort Claims Against the City Of Asbury Park in Accordance with The Provisions of The New Jersey Tort Claims Act
- 2022-20 Resolution Approving an Agreement for Services Contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-Based Electronic Tax Sale Processing

INDIVIDUAL RESOLUTIONS

- 2022-21 Appointment of Deputy Mayor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2022-22 Resolution Providing for 2022 Temporary Budget Appropriations

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2022-23 Appointing Frederick C. Raffetto, Esq., to Serve as Municipal Attorney for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2022-24 Resolution of Reappointment of JoAnn Boos to the Position of Chief Financial Officer with Tenure

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2022-25 Appointing PFK O'Connor Davies to Serve as Auditor for the City and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-26 Appointing T & M Associates to Serve as Municipal Engineer for the City, and Authorizing the Execution of an Agreement for Professional Engineering Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-27 Resolution Pursuant to N.J.S.A. 40:48-1 Authorizing the City Engineer to Perform Services as Designee to The City Manager for Review of Development Permits in Any Area of Special Flood Hazard

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-28 Appointing Archer & Greiner, P.C. to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-29 Appointing Archer & Greiner, P.C. to Serve as Bond Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-30 Appointing Maraziti and Falcon to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-31 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of PILOT/RAB Administration

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-32 Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Petroleum Community-Wide Assessment Grant Service To Brownfield Redevelopment Solutions, Incorporated (BRS)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-33 Appointing Acacia Financial Group, Inc. To Serve as Financial Advisors for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-34 Authorizing the Execution of an Agreement for Professional Appraisal Services to BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-35 Appointing GJEM Insurance Agency, to Serve as an Insurance Brokerage/Consultant/Risk Manager, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-36 Appointing Law Offices of Parker McCay, P.A. to Serve as OPRA Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-37 Authorizing the Award of a Contract to the Firm of Kyle + McManus Associates, LLC to Perform Professional Affordable Housing Planning and/or Consulting Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-38 Appointing Law Offices of Genova Burns, LLC to Serve as Labor Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-39 Resolution Appointing Community, Grants, Planning & Housing LLC To Serve as Affordable Housing Administrative Agent For the City of Asbury Park.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-40 Resolution Appointing the Firm of Surenian, Edwards & Nolan, LLC To Serve as Special Affordable Housing Counsel For the City of Asbury Park.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-41 Resolution Appointing City Prosecutor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-42 Resolution Appointing Alternate City Prosecutor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-43 Resolution Appointing City Public Defender

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-44 Resolution Appointing Alternate Public Defender

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-45 Appointing Gregory B. Pasquale, Esquire, to Serve as Special Tax Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-46 Appointing the firm of Gene J Anthony, Esquire to Serve as Rent Leveling Board Attorney for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-47 Appointing Various Firms to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-48 Resolution Authorizing the Award of a Contract to The Firm of ENGenuity Infrastructure to Perform Special Project Engineering Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-49 Resolution Authorizing the Award of a Contract to The Firm of Topology NJ, LLC to Perform Consulting Planner Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-50 Resolution Authorizing the Award of a Contract to The Firm of Dynamic Traffic, LLC to Perform Special Project Engineering Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-51 Resolution Authorizing the Award of a Contract to the Firm of ARH, Inc. to Perform Special Project Engineering Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-52 Resolution Authorizing the Award of a Contract to the Firm of DeSimone Consulting Engineers To Perform Special Project Engineering Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-53 Authorizing Appointments to the “Asbury Park TV Committee”

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-54 Appointment to the Business Advisory Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-55 Resolution Authorizing Appointments to Community Development Block Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-56 Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee”

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-57 Authorizing Appointments to the “Deal Lake Commission”

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-58 Authorizing Appointments to the “Environmental/Shade Tree Commission”

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-59 Resolution Approving Appointments to The City of Asbury Park Green Team

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-60 Appointment to the Recreation Advisory Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-61 Resolution Appointing Members to the Participatory Budget Committee to Facilitate the Participatory Budgeting Process in The City of Asbury Park

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-62 Resolution Authorizing Appointments to the Parking Advisory Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-63 A Resolution Appointing Regular and Alternate Members To the Rent Leveling Board.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-64 Appointing Members to the Public Art Commission

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-65 Appointing Members to the Planning Board (Class III and IV)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-66 Resolution Authorizing Appointments to the “Sunset Lake Commission”

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-67 Resolution Approving Appointments to the Mayor's Wellness Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-68 Appointing Members to the Zoning Board of Adjustment

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-69 Resolution Approving Change Order #1 for Sunset Lake Park Improvements Project

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-70 Resolution Amending a Contract with Ben Shaffer Recreation for Playground Equipment located at Seventh & Ocean Avenues

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Announcement by Mayor Moor of Mayor's Appointment to the Library Board Committee

Mayor Moor announced the following names as his appointments to the Library Board: Werner Baumgartner with a term that will expire 12/31/2026.

Announcement by Mayor Moor of Mayor's Appointment to the Position of Office of Emergency Management ("OEM") Director

Mayor Moor announced his appointment to the Office of Emergency Management is : Garrett M. Giberson.

Announcement of Mayor of Mayor's Appointment to the Planning Board

1. Class I Member (Mayor or Mayor's Designee -1 Year Term) Mayor John Moor is the Class 1 Member.

2. Class II Member (Non-Government Body Municipal Official -1 Year Term) Michael Manzella is the Class II Member.

1. Class I Member (Mayor or Mayor's Designee - 1 Year Term)

2. Class II Member (Non-Government Body Municipal Official - 1 Year Term)

Comments from Council Members

Council member Chapman had no matters at this time.

Council member Clayton stated, Happy New Year, and please be careful with the Omicron upswing.

Council member Kendle stated, I just want to thank every one of you for the great job that you've done this past year. A lot of times we don't agree with a lot of things, but we are able to put it aside and work as a group. I think you did a wonderful job this year and will continue to do it, continue to work together.

Deputy Mayor Quinn stated, I also want to thank staff. I want to thank our new Assembly people for coming out, our Board of Ed members for coming out as well, the City staff, Donna and Michael. I am very lucky that I get to serve with such an amazing mayor and council. People say, "how do you do it?" and I would just like to say that it's easy to do it in a town like Asbury Park because it's full of passionate people that really care. From Asbury Park Dinner Table, to eleven food pantries, to raising money, coats, and everything during the pandemic. So, I just wanted to reiterate that I'm really honored to serve on the Asbury Park City Council.

Comments from Mayor

Mayor Moor stated, I echo what everyone said, I wish everyone a Happy New Year. To the Staff, Council, Jesse, Amy, Eileen, Yvonne, thank you very much. Donna, Michael thank you for putting up with Moor, the pain in the ass, nothing is going to change in 2022, sorry. We're a well-oiled machine. That's the good news, and some common-sense news: starting from this point forward, all city meetings including all committees, all planning board and zoning board will be going to be done virtual until further notice. We expect that to be until through the month of January. The January 26th meeting, which will probably be virtual, we will announce if it will continue or if it's going to stop. And that's it, from here on out everything is Zoom.

Public Participation

A motion was made by Council member Chapman and seconded by Council member Kendle to open the meeting to the public. All were in favor. No members of the public spoke.

A motion to close the meeting to the public was made by Council member Chapman and seconded by Council member Clayton. All were in favor.

Executive Session

1. Resolution Authorizing a meeting which excludes the public

Adjournment

A motion to close the meeting was made by Council member Chapman and seconded by Council member Kendle. All in favor. Meeting was adjourned at 6:50 PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk



CAPITAL POLICY

Capital Policy Elements:

Process Elements:

1. Capital planning, budgeting and analysis
 - a. Asbury Park will annually adopt a 6-year plan to ensure that it is planning for its long term needs and that it allocates capital spending across all of its functional (departmental) needs and to ensure that it is generating adequate capacity within its capital budget to accommodate the large non-recurring projects that are certain to arise on a periodic basis.
 - b. All functional areas will collaborate for capital through an organized planning process. The planning process will occur annually coincident with the budget and will result in a rolling 6-year capital plan that is adopted by Council and revised and updated and re-adopted annually.
 - c. Each department should maintain a schedule of assets that will require renewal/replacement. The schedule should sufficiently itemize the assets, their estimated useful life, and their current life and estimated replacement cost for use in long-term capital planning.
 - d. The Administration should maintain a schedule of large non-recurring capital projects for discussion, use and evaluation by Council when the 6-year plan is discussed.
 - e. The Administration shall be responsible for developing and maintaining the capital plan.
 - f. The most-current year of the capital plan shall anticipate funding sources that are consistent with Asbury Park's debt policy and the Current Fund (Operating) Budget.
 - g. The capital plan is a planning tool only; nothing in this policy shall prevent the Council from spending on capital items or adopting Improvement Authorizations that are not in the capital plan. Nothing in this policy shall obviate the requirement that an improvement Authorization be adopted.
 - h. Improvement Authorization requests shall include a full financial analysis, the extent possible, for the project, including:
 - Estimated total capital costs
 - Annual savings to be realized as a result of the investment
 - Any additional operating expenses that will arise as a result of the investment
 - A calculation of 20-year unlevered Internal Rate of Return and Payback
 - Any additional non-financial costs or benefits arising from the project(It is expected that many projects will not have easily quantified financial returns; however, sound financial management practices call for this type of analysis to ensure that funds are being wisely spent)
2. Management and monitoring of Capital Authorizations
 - a. Improvement Authorizations shall be monitored and managed to avoid unintended consequences on debt and debt service (to avoid over spending relative to the capital plan and debt policy by spending on old Capital Authorizations). The monitoring needs to take into account all Improvements Authorizations that have been approved and not cancelled, regardless of year of approval.

- b. To keep good control over Improvement Authorizations, any project that has not commenced within 2 years of approval of the improvement authorization will be cancelled and, if appropriate, re-submitted for approval.
- c. Once a capital project has commenced, any remaining balance of the Improvement Authorization will be promptly cancelled at project completion, and in the case of multi-year projects, reviewed annually after project commencement.
- d. The Improvement Authorization clean-up process shall occur at the end of each year.

Resolution Adopted January 5, 2022



Debt Management and Fiscal & Fund Balance Policy

INTRODUCTION

The following policy is hereby enacted to standardize the issuance and management of debt for the City of Asbury Park and to provide a general Fund Balance policy. In part, it is the City's goal to have established guidelines of debt management to ensure sound fiscal policy, long term meeting and growth of the City's capital needs, and to maintain or enhance its existing credit rating.

The City of Asbury Park recognizes that one of the keys to sound financial management is a comprehensive Debt Management Policy. These benefits are recognized by bond rating agencies and the development of a Debt Policy is a recommended practice by the Government Finance Officers Association (GFOA). A Debt Policy establishes the parameters for issuing and managing debt. It provides guidelines regarding the timing and purpose for which debt may be issued, presents the types of permissible debt, and the methods of sale that may be used. The Debt Policy should recognize an obligation to fully and timely repay all debt as an essential requirement for entry into the capital markets. Adherence to a Debt Policy helps to ensure that a government maintains a sound financial position and that credit quality is protected. The Debt Policy is to be used in conjunction with the operating and capital budgets, the Capital Improvement Program (CIP), and other financial policies. The advantages of a Debt Policy are:

- Enhancing the quality of decisions;
- Documenting the decision-making process;
- Identifying objectives for staff to implement;
- Demonstrating a commitment to long-term financial planning objectives; and
- Being viewed positively by the bond rating agencies, investment community and taxpayers.

PURPOSE

The Debt Policy Statement sets forth comprehensive guidelines for the financing of capital expenditures. It is the objective of this policy that (1) the City obtains financing only when desirable, (2) the process for identifying the timing and amount of debt financing be as efficient as possible (3) obtain and then retain the highest possible credit rating, (4) obtain the most favorable interest rate and other related costs and (5) comply with full and complete financial disclosure and reporting.

Debt financing, to include general obligation bonds, temporary notes, lease/purchase agreements, debt guaranteed by the City, and other City obligations permitted to be issued or incurred under State statute, should only be used to purchase capital assets that will not be acquired from current resources. The useful life of the asset or project needs to equal or exceed the payout schedule of

any debt the City assumes for that project. This allows for a closer match between those who benefit from the asset and those that pay for it.

To enhance creditworthiness and prudent financial management, the City is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment to capital planning will be demonstrated through adoption and periodic adjustment of the City's Capital Improvement Plan (CIP) and the annual adoption of a multi-year Capital Improvement Budget. Capital Planning shall be the responsibility of the City Administrator.

ANNUAL REVIEW

This Debt Management Policy should be reviewed annually during the annual budget process. Any recommended changes shall be required to be adopted by the City Council.

IMPLEMENTATION

The City's Debt Policy shall be implemented by City Administrator and/or CFO when developing comprehensive debt management guidelines that provides for the following:

- Full and timely payment of principal and interest on all outstanding debt
- That debt be incurred only for those purposes as provided by State statute
- Capital improvements should be developed, approved and financed in accordance with the capital improvement budgeting process as required by the adoption of the annual budget
- The payment of debt shall be secured by the faith, credit and taxing power of the City, in the case of General Obligation, and the by the pledge of specified, limited revenues in the case of other obligations
- Principal and interest retirement schedules shall be structured to: 1) achieve a low borrowing cost for the City, 2) accommodate the debt service payments of existing debt and 3) respond to perceptions of market demand. Shorter maturities should be encouraged to demonstrate that debt is being retired at an aggressive pace
- The City shall select a method of sale that will maximize the financial benefits to the City. Such sales shall be governed by applicable laws, rules and regulations established by the State of New Jersey
- The City can incur debt as per the rules and regulations as promulgated by the State of New Jersey as outlined in N.J.S.A 40A:2-1 et seq. (New Jersey Bond Law) and N.J.S.A 40A:3-1 et seq. (Municipal Qualified Bond Act) or other appropriate laws, regulations or rules
- Maintain an existing Fund Balance (surplus) of 5% - 15% of the previous year's local government tax levy
- Maintain that debt appropriations are moderate in regards to the annual budget with a goal of no more than 15% of appropriations
- The City shall maintain good communications with bond rating agencies to ensure complete and clear understanding of the credit worthiness of the City; and

- Every financial report (AFS, ADS, Official Statement, etc.) shall follow a policy of full, complete and accurate disclosure of financial conditions and operating results.

Primary responsibility for making debt-financing recommendations rests with the CFO with assistance from staff and/or selected consultants. The responsibilities of staff, inclusive of the CFO, shall be to:

- Consider the need for debt financing and assess progress on the current Capital Program and any other program/improvement deemed necessary
- To review applicable debt ratios in accordance with State law
- Review changes in federal and State legislation that affects the City's ability to issue debt and report such findings to the City Administrator
- Review the provisions of Ordinance related to capital affairs
- Review the opportunities for refinancing existing debt
- Recommend services by a financial advisor, bond counsel, or other entity as appropriate
- In December of each year, at a minimum one week before a Council meeting, provide the Council with recommendations of existing Capital Ordinances that can be cancelled
- Two months before a scheduled Note or Bond Sale, at a minimum one week before the next Council meeting, provide the Council with recommendation of existing Capital Ordinances that can be cancelled

In developing financing recommendations, the City staff should consider:

- Effects of proposed actions on the tax rate
- Trends in bond market structures
- Trends in interest rates
- Other factors as deemed appropriate

Debt is intended to be structured to match projected cash flows, moderate the impact on future property tax levies, and maintain a relatively rapid repayment of principal. The City will endeavor to repay as much of the initial principal amount within ten years as practicable. The City will endeavor to maintain a steady annual budget appropriation in efforts reduce future debt by appropriating the highest annual payment of its current debt structure.

The City may use an objective analytical approach to determine whether it desires to issue new General Obligation bonds. Generally, this process will compare ratios of key financial and economic data. The goal will be for the City to maintain or improve its existing credit rating.

The decision on whether or not to issue new General Obligation bonds should be, based, in part, on:

- Cost versus benefit
- The current conditions of the bond market
- The City's ability to issue new General Obligations as determined be the aforementioned benchmarks
- Stabilization of the tax rate/appropriation

FUND BALANCE

Fund Balance, commonly referred to as “surplus” is simply Assets minus Liabilities. The City will make an effort to ensure a regular Fund Balance in reserve (not used in the budget) that is adequate.

The City will follow to the best extent practical, that the GFOA Best Practice recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.

The City can forecast the Fund Balance for the following year in early December. Budget cancellations or other mechanisms to ensure a steady “cash surplus” may be utilized and authorized by the governing body.

The City understands the importance of a Fund Balance policy as it relates to ensuring continued municipal operations and the long-term impacts of credit ratings.

CREDIT RATINGS

It is the responsibility of the CFO, City Administrator, selected City financial consultant or a combination of all to maintain relationships with the rating agencies that assign ratings to the City’s debt. This effort includes providing periodic updates on the City’s financial conditions as requests, answering questions in relations to the City’s financial operations and other actions deemed appropriate.

The City will obtain a rating from Moody’s Investor Service and Standard & Poor’s Rating Agency. The CFO, City Administrator, selected City financial consultant or a combination of all will determine if an additional rating agency is required.

Full disclosure of operations and open lines of communications shall be made to rating agencies used by the City. Whoever the rating agency requests information from, that individual shall be required to provide said information. The City is committed to full and complete financial disclosure and to cooperating fully with rating agencies and investors. The City is committed to meeting secondary disclosure requirements on a timely and comprehensive basis.

At all times, the City shall seek to maintain and, if possible, to improve its current rating(s) so borrowing costs are minimized and access to credit is preserved.

DISCLOSURES

All financial disclosures including annual financial statements, annual debt statements and annual audit reports will be posted to the Electronic Municipal Market Access (EMMA) website.

CITY OF ASBURY PARK
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CITY COUNCIL
JOHN B. MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

DONNA M. VIEIRO, CITY MANAGER
MELODY HARTSGROVE, RMC, CITY CLERK

CASH MANAGEMENT PLAN OF THE CITY OF ASBURY PARK COUNTY OF MONMOUTH, NEW JERSEY

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the “Plan”) is prepared pursuant to the provision of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits (“Deposits”) and investment (“Permitted Investments”) of certain public funds of the City of Asbury Park (the “City”) pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. DESIGNATION OF OFFICIALS OF THE CITY OF ASBURY PARK AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Chief Financial Officer (the “Designated Official”) of the City of Asbury Park is hereby authorized and directed to deposit and / or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the City of Asbury Park are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

III. DEFINITIONS.

“Arbitrage” refers to the rules and regulations governing the issuance of Bonds or Notes and the reinvestment of the proceeds at a higher yield. These regulations are promulgated by the Internal Revenue Services, Regulation 1.103.

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“Certificate of Eligibility” is the certification issued by the New Jersey Department of Banking and Insurance, Division of Banking that a public depository is eligible to act as a depository for public funds and qualifies as a participant in the New Jersey Governmental Unit Deposit Protection Act (GUDPA).

“Government Money Market Mutual Fund.” An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the “Investment Company Act of 1940,” 15 U.S.C. sec.80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (i) attained the highest ranking of the highest letter and numerical rating of a nationally recognized rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the “Investment Advisors Act of 1940,” 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

“GUDPA” requires a bank that accepts public funds to be a public depository. A “public depository” is defined as a state bank, a national bank, a savings bank or association which is located in the State of New Jersey, the deposits of which are insured by the Federal Deposit Insurance Corporation, and which receives or holds public funds on deposit. A Local Unit may make deposits in, or purchase certificates of deposits from, banks which are located in New Jersey and which meet the requirements of GUDPA.

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“Local Government Investment Pool”. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the “Administrative Procedure Act,” P.L. 1968, c. 410 (c.52:14B-1 et seq.) by the local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

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CITY COUNCIL
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AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

DONNA M. VIEIRO, CITY MANAGER
MELODY HARTSGROVE, RMC, CITY CLERK

“The New Jersey Cash Management Fund.” The New Jersey Division of Investment is authorized pursuant to N.J.S.A. 52:18A-90.4 to establish, maintain and operate, with the approval of the State Investment Council and the State Treasurer, a common trust fund known as the State of New Jersey-New Jersey Cash Management Fund (the “Fund”). The Fund is authorized to accept deposits from all Local Units of government. The Fund is a “common trust” fund pursuant to the statute, which created such funds within the jurisdiction of the Division of Investment. According to the enabling legislation, monies of Local Units deposited in the Fund must be invested in obligations and bonds, which meet the investment requirements of the statute. These obligations include, among other things, evidences of indebtedness of U.S. corporations. These obligations are less secure than those permitted to Local Units under the Act. Thus, the Fund is riskier than direct investments in federal securities or GUDPA protected deposits by Local Units.

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IV. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

- A. The Plan is intended to cover the deposit and / or investment of the following funds and accounts of the City:

Current Fund	General Capital Fund
Beach Utility Operating Fund	Beach Utility Capital Fund
Transp. Utility Operating Fund	Transport. Utility Capital Fund
Sewer Utility Operating Fund	Sewer Utility Capital Fund
Trust Funds	Payroll Fund
Grant Funds	

- B. The Plan is not intended to cover the deposit and / or investment of the following funds and accounts of the City.
1. Petty Cash Funds.
 2. Cash drawn from a Federal Agency under a letter of credit which cash has to be paid out within 5 working days to a vendor.
 3. Deposit, retainage, or amounts posted by way of bond, for such things as faithful performance, if the City would be required by law to pay back any interest earned to the provider of the deposit, except where the City is required by law or court order to invest the funds.
 4. Amounts derived from the sale of bonds or notes, only to the extent that a specific written opinion of bond counsel states that the earning of (full) interest would result in the bonds or notes being classified as an arbitrage (not federally tax exempt) issue pursuant to Federal regulations. To the extent that some interest is allowable, it shall be deposited at the most favorable rates obtainable.

V. STANDARDS OF CARE.

1. Employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees shall disclose any material interests in the financial institutions with which business is conducted and they shall

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refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

2. The Chief Financial Officer, under the direction of the Mayor and Council, is responsible for establishing and maintaining internal control. The controls should ensure that the assets of the City are protected from loss, theft, or misuse.

VI. PROCEDURES FOR THE RECEIPT OF MONIES.

A. Department Procedures

1. A receipt shall be issued in duplicate for all transactions involving the receipt of money. A copy of the receipt shall be given to the paying party and the duplicate shall be maintained by the receiving department. All payments and receipts must be recorded.
2. All monies collected or received from any source by or on behalf of the City shall be deposited within forty-eight (48) hours of receipt to the designated bank pursuant to N.J.S.A. 40A:5-15.
3. All monies received shall be placed in a secured place until forwarded for deposit.
4. No department, division or agency shall engage in the practice of cashing checks with public funds. Cashing of employee paychecks is prohibited.

B. Chief Financial Officer (Designated Official)

1. The Chief Financial Officer is responsible for the following accounts: Current, Dog Trust, Other Trust, Capital, Escrows, Payroll, Unemployment, Sewer Operating, Sewer Capital, Law Enforcement Trust, Grant, Beach Operating, Beach Capital, Transportation Operating and Transportation Capital.

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2. The Chief Financial Officer shall:

- a. Deposit all monies collected or received from any source by or on behalf of the City within forty-eight (48) hours of receipt to the designated bank pursuant to N.J.S.A. 40A:5-15.
- b. Ensure that all monies deposited are in interest bearing accounts.
- c. Make recommendations of legal public depositories to the City Council who shall by resolution designate said depositories at the first meeting of the calendar year.
- d. Ensure that each of the various accounts for which there is a separate bank statement is reconciled with the bank statement by the end of the following month.
- e. Verify that designated official depositories submit to the Chief Financial Officer a copy of the State of New Jersey, Department of Insurance, Division of Banking, Governmental Unit Deposit Protection Act notification of eligibility, which must be filed semi-annually in the Division of Banking as of June 30th and December 31st of each year.

VII. DESIGNATION OF DEPOSITORIES.

City Council authorized a resolution on January 1, 2022, which designated the following banks, and financial institutions as official depositories for the Deposit of all public funds referred to in the Plan, including any Certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this plan:

1st Constitution Bank
Santander Bank
Investors Bank

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official referred to in Section II above.

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VIII. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

1. Bonds of other obligations of the United States of America or obligations guaranteed by the United States of America;
2. Government money market mutual funds;
3. Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
4. Bonds of other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
5. Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of Treasury for investment by Local Units;
6. Local Government Investment Pools;
7. Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
8. Short-term debt obligations issued by New Jersey municipalities, counties, local authorities and school districts, having a maturity no longer than 397 days from date of purchase.

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IX. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the City, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the City to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a “delivery versus payment” method to insure that such Permitted Investments are either received by the City or by a third party custodian prior to or upon the release of the City’s funds.

To assure that all parties with whom the City deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official.

X. CITY AUDITOR.

The investment practices, receipt procedures and the agreement for banking services and compensation thereof shall be reviewed by the City auditor as part of the annual audit, as required by N.J.S.A. 40A:5-4. Where a conflict exists between this Plan and State statute, the applicable statute shall govern.

The Designated Official charged with the custody of the monies of the City shall deposit them as stated by the Plan and shall thereafter be relieved of any liability or loss of such monies due to insolvency or closing of any depository designated in the Plan pursuant to N.J.S.A. 40A:5-14.

XI. SURETY BONDS.

The Chief Financial Officer, the Tax Collector, and Court Personnel shall be covered by surety bonds, proper coverage to be determined and tested during the course of the annual audit.

All City employees not covered by separate Surety Bonds shall be covered by a Public Employee’s Blanket Bond providing \$1,000,000 of Employee Dishonesty Blanket Bond Coverage.

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XII. ESTABLISHING AND MAINTAINING CONTROLS.

When possible, the internal controls should provide for a separation of the investment placement functions and the accounting activity. Controls must be designated for telephone orders, wire transfers and securities safekeeping. Only specifically designated personnel of the Finance Department shall be allowed to conduct this part of the transactions, and all activity should be subject to immediate written confirmation by the designated depository. The Chief Financial Officer shall review each day's activity.

XIII. REPORTING REQUIREMENTS.

The Designated Official referred to in Section II hereof shall supply to the Governing Body of the City a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the City as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the Governing Body of the City.

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XIV. TERM OF PLAN.

This Plan shall be in effect until December 31, 2021. Attached to this Plan is a resolution of the Governing Body of the City approving this Plan for such period of time. The Plan may be amended from time to time by resolution of the governing body. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendment to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

CITY OF ASBURY PARK
2022 TEMPORARY BUDGET

CURRENT FUND

	Salaries & Wages	Other Expenses
IN CAP:		
General Administration	\$ 71,788.00	\$ 78,593.00
Mayor & Council	9,975.00	1,286.00
Central Functions		13,781.00
Clerk's Office	54,210.00	16,249.00
Director of Communications	24,692.00	7,303.00
Financial Administration	137,161.00	86,704.00
Audit		16,275.00
Tax Collector	62,051.00	13,781.00
Tax Assessor	23,276.00	30,240.00
Legal Services		72,713.00
Computerized Data Processing	30,643.00	47,906.00
Cable TV Advisory	6,825.00	7,059.00
Planning Department	65,068.00	22,496.00
Planning Board		5,250.00
Zoning Board		5,250.00
Engineering		43,313.00
Code Enforcement	85,601.00	2,888.00
Unemployment Insurance		45,938.00
Liability Insurance		363,563.00
Worker Compensation Insurance		429,440.00
Employee Group Insurance		1,312,500.00
Health Insurance Opt Out		18,375.00
Police	2,800,006.00	107,033.00
Fire Department	1,504,125.00	84,964.00
Municipal Prosecutor		16,275.00
Streets and Roads	410,813.00	191,356.00
Solid Waste	40,163.00	420,000.00
Buildings and Grounds	97,125.00	29,925.00
Social Services	34,913.00	25,373.00
Senior Citizens	45,150.00	11,813.00
Recreation Services	57,045.00	33,075.00
Municipal Court	71,400.00	16,251.00
Public Defender		10,500.00
Uniform Construction Code	152,513.00	3,360.00
Street Lighting		72,188.00
Telephone		38,063.00
Gasoline		59,063.00
Light, Heat and Power		76,125.00
Fire Hydrant Rent		55,125.00
Contr. Acc. Absences		105,000.00
Social Security		219,555.00
Public Employees Retirement System		275,258.00
Police & Firemens Retirement System		1,200,877.00
DCRP		2,363.00
Total Inside CAPS	5,784,543.00	5,694,445.00

Attachment: 2022 TEMP RESO BACKUP (2022-22 : Temporary Budget - Reorg)

CITY OF ASBURY PARK
2022 TEMPORARY BUDGET

CURRENT FUND

	Salaries & Wages	Other Expenses
O/S CAP:		
Library		177,874.00
Monmouth County 911 and Dispatch Services		673,827.00
BPP		17,639.00
Senior Center Grant		32,320.00
Mental Health Grant		114,972.00
SRO		
	<u>-</u>	<u>1,016,632.00</u>
Debt Service:		
Bond Principal		1,775,580.00
Bond Interest		827,900.00
Note Interest		28,572.00
Green Acres Loan		91,932.00
		<u>2,723,984.00</u>
Total O/S CAP	<u>-</u>	<u>3,740,616.00</u>
	<u>5,784,543.00</u>	<u>9,435,061.00</u>
TOTAL CURRENT FUND BUDGET	<u>\$ 15,219,604.00</u>	

Attachment: 2022 TEMP RESO BACKUP (2022-22 : Temporary Budget - Reorg)

SEWER UTILITY OPEARTING FUND

Salaries and Wages	\$	157,500.00
Other Expenses		324,713.00
NJEIT-DEP and Admin Fee		5,250.00
Social Security		14,831.00
Bond Principal		1,557,802.00
Bond Interest		307,619.00
Interest on Notes		26,067.00
TOTAL SEWER OPERATING BUDGET	\$	<u>2,393,782.00</u>

BEACH UTILITY OPEARTING FUND

Salaries and Wages	\$	361,988.00
Other Expenses		116,550.00
Social Security		22,313.00
Unemployment Compensation		26,250.00
Interest on Notes		7,500.00
Boardwalk Replacement		52,500.00
TOTAL BEACH UTILITY BUDGET	\$	<u>587,101.00</u>

TRANSPORTATION UTILITY OPEARTING FUND

Salaries and Wages	\$	216,825.00
Other Expenses		184,209.00
Social Security		5,250.00
Interest on Notes		76,500.00
TOTAL PARKING UTILITY BUDGET	\$	<u>482,784.00</u>

AGREEMENT, made this ____ day of January, 2022, by and between

THE CITY OF ASBURY PARK
a Municipal Corporation of the State of New Jersey
 One Municipal Plaza
 Asbury Park, New Jersey 07712
 (hereinafter "City");

AND

FREDERICK C. RAFFETTO, ESQ.
 Ansell Grimm & Aaron, P.C.
 1500 Lawrence Avenue
 CN 7807
 Ocean, New Jersey 07712
 (hereinafter "Attorney")

WITNESSETH:

WHEREAS, the City requires professional legal services to be performed during the calendar year 2021 by an individual designated to serve as the Municipal Attorney (also known as the "City Attorney"), who shall handle the legal affairs of the City; and

WHEREAS, the City adopted a Resolution authorizing the award of a professional services contract for the aforesaid services to the Attorney without competitive bidding pursuant to a restricted (or "non-fair and open") process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* and the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City and the Attorney wish to set forth their respective rights and responsibilities in the within Agreement.

NOW, THEREFORE, IT IS AGREED, as follows:

1. The City hereby appoints and employs the Attorney to represent, appear and act for the City in the capacity of Municipal Attorney in accordance with the statutes and ordinances

pertaining thereto and to perform such other legal activities as may be directed from time to time by the Mayor and City Council, subject to the terms and conditions contained herein.

2. The Attorney hereby accepts this appointment and agrees to serve as the Municipal Attorney, for the term set forth herein, in accordance with the terms and conditions contained in this Agreement.

3. The City hereby agrees to pay the Attorney for the services performed by him or other representatives of his firm as follows:

(a) Attendance at Council Meetings - The Attorney shall be paid an annual retainer (non-pensionable) in the amount of \$12,000.00, billable at \$1,000.00 per month by the Attorney's law firm, which retainer shall cover attendance by the Attorney or by a qualified licensed substitute at all Council meetings (including all monthly regular meetings and workshop meetings, as well as any special or emergency meetings, called by the governing body of the City) for the duration of this Agreement.

(b) Other Services - Professional services of the Attorney and Attorney's law firm, or in the Attorney's absence the services of a qualified licensed substitute, shall be rendered on a part-time basis which services shall include, but not necessarily be limited to, research, telephone conferences and advice, court and administrative appearances, preparation of resolutions, ordinances and any other legal documents as may be required by the Municipality, as well as representing the City in litigation matters involving the City and/or City officials, and all other services as may be requested by the governing body, the City Manager, or other officials of the City.

Said services shall be chargeable at the following rates:

- i. Legal services rendered to the City by Frederick C. Raffetto, Esq. or any other attorney of the law firm of Ansell Grimm & Aaron, P.C. - \$175.00 per hour.
- ii. Legal services rendered to the City by a research assistant, law clerk, or paralegal - \$90.00 per hour.
- iii. Legal services rendered to the Municipality by Frederick C. Raffetto, Esq., or any other attorney of the firm of Ansell Grimm & Aaron, regarding redevelopment matters for which escrow funds are posted by a private developer or other party - \$195.00 per hour.

4. The Attorney may assign certain appearances and/or projects to other attorneys in his office who are members of the legal profession and licensed as Attorneys-at-Law by the State of New Jersey, and/or to paralegals/law clerks, compensation for whose services shall be paid in accordance with paragraph 3 above. The Attorney shall be responsible for supervising and directing the work of such other individuals and for making periodic progress reports to the Mayor and City Council as to the status of such matters.

5. The City shall reimburse the Attorney for all out-of-pocket costs and expenses advanced by the Attorney or the Attorney's law firm, including but not limited to Court costs, excessive copying or printing costs, excessive postage costs, messenger fees, filing fees, transcript costs, Westlaw or other computerized legal research charges, and for all other similar costs and expenses.

6. The fees and costs paid to the Attorney shall not exceed the amount budgeted for such purposes in budgets heretofore or hereafter adopted in the City of Asbury Park.

7. The Attorney shall bill the City monthly for all legal services rendered on vouchers as required by the City. The City agrees to process and pay said vouchers when audited and found correct. Payment will be made within thirty (30) days of the submission of an audited and approved voucher.

8. The Attorney is aware that the City has enacted Section 2-76 of the Asbury Park City Code, which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations, to any City of Asbury Park candidate or holder of the public office within the City having ultimate responsibility for the award of their contracts, or to any City of Asbury Park or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Asbury Park municipal candidates or municipal officeholders. The parties hereby recognize that the Attorney is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Attorney to violate the requirements of Section 2-76 of the City Code during the term of this Agreement.

9. Statutorily Required Affirmative Action Clause:

During the term of this Agreement, the City and the Attorney hereby incorporate into this Agreement the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C.127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in Exhibit "A" attached. The Attorney shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit "B." Both Exhibits are incorporated herein by reference. The Attorney shall submit a copy of the Certificate of Employee Information

Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement.

10. The Attorney shall also execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Exhibit C, which shall be incorporated herein by reference.

11. Political Contribution Disclosure: The within Agreement has been awarded to the Attorney based upon the merits and abilities of the Attorney to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Attorney, his Law Firm, his Law Firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his Law Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Attorney's eligibility to perform this Agreement, nor will the Attorney or his Law Firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

12. Subject to the provisions of Paragraph 13 below, this Agreement shall expire on December 31, 2022

, or until the appointment and qualification of a successor to the Attorney.

13. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice.

14. If applicable, this Agreement is subject to the review and approval of the New Jersey Division of Local Government Services (the "Division"), in accordance with the Memorandum of Understanding executed by the Division and the City regarding the provision of State funding to the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF ASBURY PARK

BY: _____
MAYOR JOHN B. MOOR

ATTEST CLERK/WITNESS

By: _____
MELODY HARTSGROVE,
CITY CLERK

ANSELL GRIMM & AARON, P.C.

BY:  _____
FREDERICK C. RAFFETTO, ESQ.
Attorney/Partner

Attachment: Frederick Raffetto- Municipal Attorney (2022-23 : Appointment of City Attorney)



December 8, 2021

Ms. Donna Vieiro, City Manager
City of Asbury Park
City Hall
One Municipal Plaza
Asbury Park, NJ 07712

Dear Ms. Vieiro:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the City of Asbury Park (the "City") for the period ending December 31, 2021.

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards ("Uniform Guidance") is required. Consequently this letter includes the words "if applicable" next to relevant single audit communication requirements.

Audit Objective

We will audit the regulatory basis financial statements of the various funds and account group of the City as of December 31, 2021 and 2020, the related statements of revenues, expenditures and changes in fund balances for the years ending December 31, 2021 and 2020, statement of fund balance, statements of revenues, statements of expenditures and related notes to the financial statements and issue our report by the statutory deadline.

We have also been engaged to report on supplementary information required by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division"), Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements for Federal Awards* (if applicable) and by New Jersey OMB Circular 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* (if applicable) that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Analysis by fund:
 - a) Current Fund
 - b) Trust Fund
 - c) General Capital Fund
 - d) Sewer Utility Fund
 - e) Transportation Utility Fund
 - f) Beach Utility Fund
 - g) General Fixed Assets Account Group

PKF O'CONNOR DAVIES, LLP
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PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

Attachment: 2021 Audit Engagement Letter (2022-25 : Auditor Appointment 2022)

- 2) Supplementary exhibits
 - a) Supplementary Data
 - b) Officials in Office and Report on Surety Bonds as of December 31, 2021
 - c) Comments and Recommendations
- 3) Schedule of expenditures of federal and state awards (if applicable)
- 4) Schedule of findings and questioned costs and prior year audit findings (if applicable)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud, error, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City; and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the regulatory basis as prescribed by the Division; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, GAGAS, the audit requirements prescribed by the Division, and Uniform Guidance (if applicable) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct the audit in accordance with US GAAS, GAGAS, the audit requirements prescribed by the Division, and Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, GAGAS, the audit requirements prescribed by the Division, and Uniform Guidance (if applicable), we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS, GAGAS, the audit requirements prescribed by the Division and Uniform Guidance (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also include, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement when required based on our professional judgement.

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Significant Risks identified prior to issuing engagement letter.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of internal controls
- Revenue Recognition

Audit Procedures – Internal Control

We will obtain an understanding of the government/City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements and the supplementary information, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to prevent and detect misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report.

Reporting

We will issue a written report(s) upon completion of our audit of the City's financial statements and written reports required with audits performed in accordance with GAGAS and the Uniform Guidance (if applicable). Our reports will be addressed to management and those charged with governance" of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by GAGAS (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the City's accounting policies and financial statements.

Other Services

We will also assist in preparing the financial statements of City in conformity with regulatory basis accounting principles as prescribed by the Division based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, including all disclosures, RSI and supplementary information, in conformity with regulatory basis accounting principles as prescribed by the Division.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements and supplementary information to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the preparation of the supplementary information in conformity with regulatory basis accounting principles as prescribed by the Division. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with the regulatory basis of accounting prescribed by the Division; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with the regulatory basis as prescribed by the Division; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee assistance with preparing the financial statements or other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions:

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The City is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

It is possible that all or a majority of the audit will be conducted remotely. Management is responsible for ensuring that all electronically provided documents and records are complete and accurate reproductions of the original documents and records. For any part of the engagement performed on premises, management is responsible for ensuring that all applicable safeguards are in place in accordance with Centers for Disease Control guidance and any state and local regulations and guidelines. PKF O'Connor Davies holds the right to not perform work onsite if we consider the onsite conditions unsafe for any reason. Management, in coordination with PKF O'Connor Davies, is responsible to arrange for alternative methods for audit procedures that must be performed on the City's or a third-party's premises.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with the regulatory basis as prescribed by the Division, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the City's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the City and can be reproduced and distributed as management desires. However, you must notify us in advance and obtain our approval if you intend to make reference to our firm in a document that includes our auditors' report on the financial statements. Because our engagement does not contemplate the foregoing, there may be an additional fee in connection with our review of any such documents. In the event our auditor/client relationship has been terminated when the City seeks such consent, we will be under no obligation to grant such consent or approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the City is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Non-reliance on oral advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with City personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.
- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Board of Accountancy. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

Our fee for these services will be \$60,000.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Liability

Any and all claims by the City arising under this engagement must be commenced by the City within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the City is informed of the engagement's termination in the event our report is not delivered, for any reason.

You agree to indemnify our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the City by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the City against the firm. This indemnification will survive termination of this engagement.

Dispute resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the City or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Hosting services

In order to maintain our independence in accordance with the AICPA's Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

Employment of firm partner or professional employee

The City acknowledges that hiring current or former PKF O'Connor Davies personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to entering into any employment discussions, with such known individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

Political Contribution Disclosure

The agreement with the City has been awarded to the Firm based upon the merits and abilities of the Firm to provide the services of the municipal auditor. This agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the Firm and its partners have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the agreement that would, pursuant to P.L. 2004, c. 19, affect the Firm's eligibility to perform the audit, nor will the Firm or its partners make a reportable contribution during the term of the within agreement to any political party committee in the city of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the agreement is awarded.

Confirmation and other

David J. Gannon is the engagement partner and are responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately April 11th 2022.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for December 31, 2021 ends on delivery of our audit report covering that period. Requests for services other than those included in this engagement letter will be agreed upon separately.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

Enc.

Attachment: 2021 Audit Engagement Letter (2022-25 : Auditor Appointment 2022)

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

City of Asbury Park

BY: _____

TITLE: _____

DATE: _____

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

June 16, 2020

To the Partners of PKF O'Connor Davies, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits of broker-dealers, and examinations of service organizations SOC 1 and SOC 2 engagements.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. PKF O'Connor Davies, LLP has received a peer review rating of *pass*.



DAVIE KAPLAN, CPA, P.C.

AGREEMENT FOR PROFESSIONAL SERVICES

TO SERVE AS

CITY ENGINEER

FOR

THE CITY OF ASBURY PARK

MONMOUTH COUNTY, NEW JERSEY

THIS AGREEMENT is made as of this date, January 1, 2022 by and between

THE CITY OF ASBURY PARK

One Municipal Plaza
Asbury Park, NJ 07712

(Hereinafter referred to as the "CLIENT")

AND

T&M ASSOCIATES

Eleven Tindall Road
Middletown, NJ 07748

(Hereinafter referred to as the "ENGINEER")

WHEREAS, the CLIENT desires to engage the ENGINEER to serve as the **CITY ENGINEER** for the purpose of rendering professional services upon the request of the CLIENT; and

WHEREAS, ENGINEER has submitted a proposal as part of this Agreement to serve as **CITY ENGINEER**, the terms and conditions of said proposal, including fees, are satisfactory to the CLIENT, and are set forth herein; and

WHEREAS, FRANCIS W. MULLAN, P.E., C.M.E., a current employee of T&M Associates, has been appointed as the **CITY ENGINEER** and shall be designated as the Engineer in Responsible Charge on behalf of the CLIENT; and

NOW, THEREFORE, the CLIENT and ENGINEER, in consideration of their mutual covenants and promises, agree as follows:

SECTION 1 – PERIOD OF SERVICE

This Agreement shall have an effective commencement date of **January 1, 2022** and shall terminate on **December 31, 2022**. Of the ENGINEER's services be required beyond that time, the ENGINEER and CLIENT shall agree on the terms of the extended period of service.

SECTION 2 – PROFESSIONAL SERVICES OF THE ENGINEER

The basic professional services provided by the ENGINEER upon the request of the CLIENT shall include services required of a Municipal Engineer by Statute and Ordinance and any other services requested and authorized by the CLIENT during the terms of the ENGINEER's appointment and may also include planning

studies, review of subdivision and site plan proposals and other services for those bodies of the Municipality. The ENGINEER shall provide services directed and authorized by the CLIENT, which may include, but are not limited to, the following:

2.1. GENERAL ENGINEERING CONSULTANT

- a. Serve as a general Engineering Consultant to the Municipal Governing Body and other Municipal officials, boards, commissions and bodies of the CLIENT;
- b. Attend meetings of the Municipal governing body and to provide general Engineering advice to the CLIENT as requested;
- c. Provide technical and engineering advice to the CLIENT'S various employees, agents, department units and committees;
- d. Furnish pertinent reports, counseling and advice to the CLIENT, as required;
- e. Perform such other duties and functions as may be requested by the CLIENT or any agent or employee of the CLIENT; and
- f. Attend meetings of the CLIENT, as directed.

2.2. CAPITAL IMPROVEMENT AND PUBLIC WORKS CONTRACTS

- a. Prepare, review, and approve construction plans and specifications for all capital improvement and public works contracts; provide construction observation during the construction phase of such contracts; and verify work completed to authorize progress payments for contracts; and
- b. Provide and maintain maps, plans, specifications, surveys and other records as may be needed for public work and facilities owned and operated by the CLIENT.

2.3. TAX MAP REVISION

When directed by the CLIENT, the ENGINEER shall provide services necessary to review property changes and transfers, determine their conformance with the tax map; and provide any necessary alterations of the tax map. The ENGINEER shall maintain, on a current basis, tax maps and the associated tax map records.

2.4. REVIEW OF SUBDIVISION AND SITE PLAN PROPOSALS

When directed by the CLIENT, the ENGINEER shall provide the services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding their conformance or nonconformance to applicable municipal ordinances, and/or to the general requirements of design practice.

2.5. CONSTRUCTION OBSERVATION SERVICES

- a. When directed by the CLIENT, the ENGINEER shall provide the services necessary to observe, assess conformity to approved plans and CLIENT ordinance requirements and report upon the installation of site plan improvements and subdivision improvements in connection with commercial and residential site developments.
- b. When the Engineer assists the CLIENT with respect to the design and inspection of capital improvements, construction, repair, alterations or demolition projects, the ENGINEER will observe the progress and quality of the executed work of contractor(s) and determine in general if such work is generally proceeding in accordance with the contract documents for the project. ENGINEER shall not be responsible for the means, methods, techniques, sequences

or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors. Contractor shall be solely responsible for site safety and the safety of all of contractor's employees or subcontractors. ENGINEER'S efforts will be directed toward providing a greater degree of confidence for the CLIENT that the completed work of contractors will conform to the contract documents. During such visits and on the basis of on-site observations, the ENGINEER shall keep the CLIENT informed of the progress of the work.

- c. When the Engineer assists the CLIENT with respect to the review and inspection of guaranteed or bonded improvements in accordance with N.J.S.A. §§40:55D-53 and 40:55D-53.2, the Engineer shall observe as a design professional the progress and quality of the executed work of the applicant's or developer's contractor(s) and determine in general if such work is proceeding in accordance with the approved plans and specifications for the project. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractors or the safety precautions and programs incident to the work of the contractors. Contractor shall be solely responsible for site safety and the safety of all of Contractor's employees or subcontractors. ENGINEER'S efforts will be directed toward providing a greater degree of confidence for the CLIENT that the completed work of contractors will conform to the local ordinances and the approved plans and specifications; however, it is the responsibility of the contractor to actually perform the work in accordance with the approved plans and specifications. During field visits and on the basis of on-site observations, the ENGINEER shall keep the CLIENT informed of the progress of the work, shall endeavor to guard the CLIENT against defects and deficiencies in such work and may disapprove or reject work failing to conform to the approved plans and specifications.

2.6. REVIEW AND DIRECTION CONCERNING PERMITS AND CERTIFICATES

When directed by the CLIENT, the ENGINEER shall provide the services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the ENGINEER shall provide technical advice to other municipal employees, officials and agents concerning their review of such documents.

2.7. PREPARATION OF REPORTS AND STUDIES

When directed by the CLIENT, the ENGINEER shall provide the services necessary to prepare and provide detailed reports as requested by the CLIENT regarding feasibility investigations, economic comparisons, land use, planning, community development proposals, public works projects and functions, planning and financing schedules, and preparation of reports and recommendations concerning other matters referred to the ENGINEER by the CLIENT.

2.8. JUDICIAL AND QUASI-JUDICIAL PROCEEDINGS

When directed by the CLIENT or when subpoenaed in connection with Municipal business to appear and testify at a deposition in judicial or quasi-judicial hearings, or to respond to an Open Public Records Act ("OPRA") request, the ENGINEER shall provide the services necessary to prepare for the deposition or hearing and shall provide testimony or project documents, as required.

2.9. MISCELLANEOUS SERVICES

The ENGINEER may provide professional Engineering services not otherwise classified herein when such services are requested by the CLIENT, including but not limited to surveys in connection with property acquisition; Engineering surveys; additional inspection or observation of projects; preparation of grant applications; environmental assessments; review of outside technical consultants; laboratory tests of materials, borings and other soils investigations; detailed layout of construction; or any other services requested by CLIENT.

SECTION 3 – ENGINEER’S RESPONSIBILITIES

The ENGINEER agrees to the following:

- a. Provide, with the usual thoroughness and competence of the engineering profession, the professional services noted and set forth in Section 2 – Professional Services of the Engineer;
- b. Perform all professional services under this Agreement with the care and skill ordinarily used by members of the engineering profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided;
- c. Obtain the services of sub-contractors or sub professionals as required and/or ordered by the CLIENT for the compensation provided herein; and
- d. In the event **FRANCIS W. MULLAN, P.E., C.M.E.** is not available to provide services or if the employee’s employment with T&M Associates terminates, then the ENGINEER shall designate another employee who is satisfactory to the CLIENT and who shall be in Responsible Charge for the remaining term of this Agreement.

SECTION 4 – CLIENT’S RESPONSIBILITIES

The CLIENT agrees to the following:

- a. Make such records and information available to the ENGINEER as may be required to assist him in the performance of his duties;
- b. Authorize and direct committees, employees, and agents of the CLIENT to consult with the ENGINEER at all reasonable times upon the request of the ENGINEER regarding the services performed as described in this Agreement;
- c. Submit to the ENGINEER all relevant applications, plans, and reports prepared by others within such time to allow the ENGINEER ample opportunity to properly review same, consult with respect thereto and to make any necessary reports to the CLIENT, without the ENGINEER causing a delay in the progress of the work; and
- d. Authorize the ENGINEER to undertake additional services related to special projects (“Additional Services”) if deemed necessary. Such authorization shall be memorialized in writing between the parties prior to commencement of said services. The ENGINEER shall be compensated for Additional Services in accordance with the negotiated fee agreed to between the CLIENT and the ENGINEER.

SECTION 5 – PAYMENT TO THE ENGINEER

- 5.1** For the services rendered by the ENGINEER under this Agreement, the CLIENT shall pay, and the ENGINEER shall receive the following described sums:
- 5.1.1 PROFESSIONAL SERVICES.** For all professional services provided pursuant to this Agreement, the ENGINEER shall be compensated in accordance with the **2022 SCHEDULE OF HOURLY BILLING RATES / EXPENSES**, attached hereto as Exhibit II.
- 5.1.2 ADDITIONAL SERVICES.** For any Additional Services performed under Section 4 of this Agreement, the ENGINEER shall be compensated in accordance with the negotiated fee as set forth in writing between the parties.
- 5.1.3 ATTENDANCE AT MEETINGS.** The ENGINEER, or his representative, shall attend scheduled workshop and public meetings of the CLIENT as requested. The ENGINEER shall be compensated for said meetings in accordance with the **2022 SCHEDULE OF HOURLY BILLING RATES / EXPENSES** attached hereto as Exhibit II.
- 5.1.4 ADDITIONAL EXPENSES.** Expenses for travel, postage, and telephone are specifically included in the hourly rates set forth in the **2022 SCHEDULE OF HOURLY BILLING RATES / EXPENSES** attached hereto as Exhibit II. All other expenses specifically related to the work performed under this Agreement shall be reimbursed to the ENGINEER.
- 5.2** Vouchers or invoices shall be issued monthly by ENGINEER for services performed. Such billings shall be due when rendered. In the event the CLIENT has a dispute with an invoice (*or any portion of an invoice*), the CLIENT shall nevertheless pay all undisputed invoices, or undisputed portions thereof, no later than sixty (60) days from the date of the invoice. CLIENT and ENGINEER agree to negotiate any and all disputes in good faith with an effort of resolving the dispute within sixty (60) days of the subject invoice date.
- 5.3** In the event the CLIENT requires the ENGINEER's services beyond the termination date specified in Section 1 – Period of Service, the ENGINEER's 2022 Schedule of Hourly Billing Rates / Expenses shall be subject to an equitable adjustment to reflect changes in the various elements that comprise the rates. All adjustments will be pursuant to an agreement reached between the CLIENT and the ENGINEER which such agreement shall be reduced to writing and deemed a modification of this Agreement.

SECTION 6 – STATUS OF ENGINEER

- 6.1** To the extent permitted by law, the ENGINEER, when engaged in the performance of duties and services set forth herein (*including specifically those services provided in Section 2 hereof*), shall, in the event of litigation, act as and have the status of an employee or an agent of the Municipality for the sole and limited purposes of Title 59 Immunity allowing ENGINEER to therefore be entitled to all immunities normally afforded to a municipal employee or agent under Title 59.
- 6.2** The CLIENT, subject to appropriation and availability of funds, authorizes the ENGINEER to secure any and all professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is expressly agreed and understood that services will be provided, and certain functions will be performed on behalf of the CLIENT, pursuant to the terms of

this proposal, by the ENGINEER's employees.

- 6.3** The professional, technical and non-technical staff referred to in SUBSECTION 6.2 hereof, when they are engaged on behalf of the CLIENT in the performance of Engineering duties and services referred to in SECTION 2 – PROFESSIONAL SERVICES OF THE ENGINEER hereof, shall be afforded Title 59 Immunity, to the extent permitted by law, as set forth in SUBSECTION 6.1 hereof.

SECTION 7 – INSURANCE AND INDEMNIFICATION

- 7.1** The ENGINEER shall secure and maintain Worker's Compensation Insurance (*as required by Law*) and General Liability Insurance to protect the ENGINEER and / or its employees and agents from claims for bodily injury, death or property damage which may arise from the performance of services pursuant to this Agreement. The limits of said Liability Insurance shall not be less than \$1,000,000 with a \$2,000,000 excess liability coverage. If requested, the ENGINEER shall provide Certificates of Insurance to the CLIENT prior to the performance of any services.

- 7.2** The ENGINEER shall also provide and maintain Professional Liability (*Errors and Omissions*) Insurance for claims which arise from any negligent performance of the ENGINEER pursuant to this agreement. The limits of the ENGINEER'S Professional Liability insurance shall not be less than \$2,000,000 per claim.

- 7.3** The CLIENT acknowledges that although the ENGINEER is to cooperate with and make recommendations to the CLIENT with respect to engineering matters related to the services provided by the ENGINEER, the final decisions are within the CLIENT's discretion and are to be made by the CLIENT.

The ENGINEER shall not be liable in any way for any decision of the CLIENT (*or consequences thereof*) which (i) are not in accordance with the recommendations of the ENGINEER, or (ii) are based on the acts or omissions of a contractor or other third party that is not a party to a written agreement with ENGINEER by which ENGINEER assumes responsibility for the contractor or third party, or (iii) are based on or related to any failure on the part of the CLIENT to accept or follow any recommendations of the ENGINEER. The CLIENT hereby releases the ENGINEER from any and all liability and waives any and all claims against the ENGINEER arising out of or relating to any such decisions or the consequences thereof, and agrees to indemnify, defend, and save harmless the ENGINEER against loss, liability, claim, damage, and expense, including any consequential damages or reasonable counsel fees, arising out of or relating to any such decisions or the consequences thereof.

- 7.4** The ENGINEER agrees subject to the provisions herein, to indemnify and hold the CLIENT harmless from any damage, liability or cost (*including reasonable attorneys' fees and costs of defense*) to the extent caused by the ENGINEER's negligent acts, errors or omissions (*and those of his or her contractors, subcontractors or consultants or anyone for whom the ENGINEER is legally liable*) in the performance of professional services under this Agreement.

The CLIENT agrees subject to the provisions herein, to indemnify and hold the ENGINEER harmless from any damage, liability or cost (*including reasonable attorneys' fees and costs of defense*) to the extent caused by the CLIENT's negligent acts, errors or omissions.

SECTION 8 – OWNERSHIP AND REUSE OF DOCUMENTS

- 8.1** All final plans and specifications ordered by the CLIENT and prepared by the ENGINEER shall become

the joint property of the CLIENT and the ENGINEER. At the completion of work or in the event of termination, all work sheets and internal office communications of the ENGINEER, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the ENGINEER, as instruments of service. The CLIENT, at its expense, may obtain extra prints of final drawings and specifications.

- 8.2** All documents including drawings and specifications prepared by the ENGINEER pursuant to this Agreement are instruments of service with respect to a specific project. They are not intended or represented to be suitable for reuse of the CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CLIENT'S sole risk, with no liability or exposure to the ENGINEER; and the CLIENT shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such unauthorized use. Any such verification or adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by the CLIENT and the ENGINEER.

SECTION 9 – MISCELLANEOUS

- 9.1 AFFIRMATIVE ACTION.** The ENGINEER and the CLIENT hereby incorporate by reference into this Agreement the mandatory Affirmative Action language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127 and N.J.S.A. 10:5-31, as amended and supplemented from time to time; and ENGINEER agrees to comply fully with the terms, provisions and conditions of Subsection 3.4(a), and Section 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations. The **AFFIRMATIVE ACTION LANGUAGE** set forth in Exhibit I is also made a part hereof.
- 9.2 AMERICANS WITH DISABILITIES ACT.** The ENGINEER and the CLIENT do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement.
- 9.3 FORCE MAJEURE.** The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's control including, but not limited to, strikes, lockouts, work slowdowns or stoppages, accidents, acts of nature, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or provide review comments promptly, or delays caused by the faulty performance of others.
- 9.4 MUTUAL WAIVER.** To the fullest extent permitted by law, the CLIENT and the ENGINEER waive against each other, and the other's employees, officers, directors, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes including, but not limited to, loss caused by delay, commercial loss, or lost profits or revenues or opportunities from any service provided by either Party.
- 9.5 GOVERNING LAW.** The laws of the State of New Jersey shall govern this Agreement.
- 9.6 SUCCESSORS AND ASSIGNS.** Each Party to this Agreement is hereby bound to the terms and conditions contained in this Agreement and the legal representatives, successors and assignees of

this Agreement, if any, shall also be bound to the terms and conditions contained herein.

- 9.7 SEVERABILITY.** Any provision of this Agreement held to be void and unenforceable under any law or regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon the parties to this Agreement.
- 9.8 ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the CLIENT and the ENGINEER relating to the subject matter hereof and no representations or agreements made by either party or by any representative of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party. No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification.
- 9.9 POLITICAL CONTRIBUTION DISCLOSURE.** The within Agreement has been awarded to the ENGINEER based upon the merits and abilities of the ENGINEER to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the ENGINEER, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-6, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the ENGINEER's eligibility to perform this Agreement, nor will the ENGINEER or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

IN WITNESS WHEREOF, the CLIENT and the ENGINEER have caused this Instrument to be executed in its respective name and behalf as of the day and year herein written.

WITNESS

By: _____
[MUNICIPAL WITNESS]

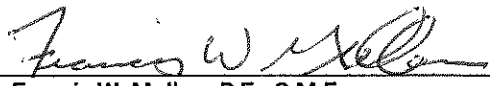
Date: _____

By: _____
John Moor
Mayor, City of Asbury Park

WITNESS

By: _____
[T&M WITNESS]

Date: _____

By: 
Francis W. Mullan, P.E., C.M.E.
Senior Vice President, Operations Manager

Attachment: T & M - Municipal Engineer (2022-26 : Appointment of Municipal Engineer 2022)

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE CITY OF ASBURY PARK
AND
ARCHER & GREINER, PC
REDEVELOPMENT COUNSEL

THIS AGREEMENT, made this ___ day of _____, 2022 by and between the **CITY OF ASBURY PARK (“City”)**, a public body (which, together with any successor public body or officer hereinafter designated by or pursuant to law), whose address is One Municipal Plaza, Asbury Park, New Jersey 07712 and **ARCHER & GREINER, PC (“Counsel”)**, whose principal address is 10 Highway 35, Red Bank, New Jersey 07701; and

WHEREAS, the City of Asbury Park requires the service of a Law Firm as Redevelopment Counsel; and

WHEREAS, the Law Firm of Archer & Greiner, PC, is recognized as having substantial experience in the field of redevelopment law and commercial real estate projects; and

WHEREAS Archer & Greiner, PC responded to a Request for Qualifications (“RFQ”) published by the City in 2019, and were subsequently qualified to provide Redevelopment Counsel Services at a City Council Meeting in accordance with N.J.S.A. 40A:20.4 et seq. (Pay to Play Law). The City desires to renew the 2019 Professional Services Agreement and the DLGS has provided its consent to permit the City to appoint and retain Archer & Greiner PC for 2022 without undertaking a new “fair and open” process so long as Archer & Greiner PC is not increasing its rates over the 2019 levels; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree to the following:

1. Legal Services to be Provided.

(a) Counsel will perform any and all legal services and represent the City, in any and all redevelopment matters and/or projects which are assigned to it by the City Executive and Mayor, they shall include, but are not limited to, negotiations, meetings, conferences, drafting

of redevelopment agreements and any other documents or agreements which may be related to the project.

(b) In addition, Counsel shall be responsible as required, for the preparation of all pleadings and commencement of any eminent domain/condemnation action to which it is assigned by the City Executive and Mayor. This shall include, but not be limited to, the preparation of the Declaration of Taking, all pleadings, negotiations, trials and appeals in connection with the City's eminent domain powers as it is utilized in each specific project for which Counsel has been assigned.

The legal work includes but is not limited to, all necessary research, investigation, correspondence, preparation and drafting of all legal documents, conferences in person and by telephone with the City and others.

2. Contract Term.

Representation as Redevelopment Counsel to the City shall commence January 1, 2022 and terminate, unless extended by the parties, on December 31, 2022.

3. Legal Fees.

For the City's governmental (municipal) work hourly rate, a blended \$175 hourly rate for all attorneys and \$95 hourly rate for paralegal time will be assigned. Should the City require services where the fees are being paid by a private redeveloper (presumably through an escrow account) and not the City, the blended hourly rate for such escrow work will increase to \$325 per hour.

Counsel has also agreed to a ceiling on the initial legal services necessary to get "caught-up" on all legal matters currently being handled by the City's current redevelopment attorney. This ceiling would be set once Counsel has the opportunity to discuss all pending matters with the City and will negotiate a reasonable ceiling for fees.

Archer & Greiner would not bill the City separately for the following charges:

- Routine long-distance telephone charges;

- Routine postage; and
- Secretarial, data processing and word processing services.

All charges and expenses incurred to third-party vendors as part of our representation of the City would be charged at cost without any mark-up, including:

- Outside printing and duplicating by third-party vendors;
- Federal Express and similar overnight delivery service;
- Outside courier services;
- Travel and mileage expenses;
- Filing fees, court reporter fees and court costs; and
- Expert, appraiser, litigation support and other similar fees and charges, which will be incurred only with the College's approval in advance.

The fees and payments associated with this Agreement shall not exceed \$200,000.

4. Employment of Other Counsel.

Counsel will not employ or otherwise incur any obligation to any other counsel from outside its Law Firm for services in connection with the Agreement without prior written approval of the City. In addition, the City agrees, that any and all redevelopment project/files currently in the possession of the Counsel, shall remain with Counsel, subject to City approval, until conclusion of the project or conclusion of Counsel's representation of the City therein.

5. Special Issues.

Counsel shall provide to the City, without charge, unlimited telephone access between City Executive and Counsel. Furthermore, if, at any given time, City Executive requires Counsel to attend a public, monthly or other meeting in which the redeveloper is not responsible for the payment of Counsel's fees, Counsel shall not charge the City for attendance at such meeting.

6. Termination of Agreement.

This Agreement and all legal services to be rendered hereunder may be terminated by written notice from either party. In such event, all finished and unfinished documents,

notes, memoranda, pleadings, exhibits, project data, reports and evidence shall, at the option of the City, become its property and shall be delivered to it or to any party it may designate. In the event of such termination, Counsel shall be paid for all work performed to that date.

7. Interest of Members of The City.

No member of the governing body of the City and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which any litigation pertains, shall have any personal interest, direct or indirect, in this Agreement.

8. Interest of Other Local Public Officials.

No member of the governing body of the locality in which this project is situated, and no other public official of such locality, who exercises any function or responsibilities in the review or approval of the carrying out of the project to which litigation pertains, shall have any personal interest, direct or indirect, in this Agreement.

9. Interest of Certain Federal Officials.

No member of or delegate to the Congress of the United States, and no Resident Federal Commissioners, shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

10. Political Contribution Disclosure.

The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect

the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

11. Execution of Agreement.

The execution of this Agreement has been properly authorized by Resolution of its City Council dated _____, 2022.

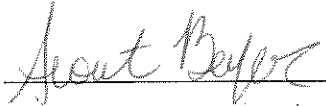
12. Indemnification.

To ensure that Counsel may properly perform its duties without the threat of lawsuits and except for any claim of legal malpractice, fraud or misrepresentation brought against Counsel, the City agrees to release, defend, hold harmless and indemnify Counsel, its officers, employees, agents or representatives for any and all causes of action, charges, complaints, claims, judgments, damages, liabilities, obligations, promises, agreements, rights, costs, losses, debts and expenses of any nature whatsoever, including but not limited to counsel fees, for any lawsuit filed against Counsel, its officers, employees, agents or representatives, based upon a cause of action which arose or shall arise out of Counsel's representation of the City during the terms of both the within contract.

This Agreement is subject to Local Public Contracts Law N.J.S.A. 40A:11-1 et seq.

IN WITNESS WHEREOF, the City and Counsel have executed this Agreement at of the date first above written.

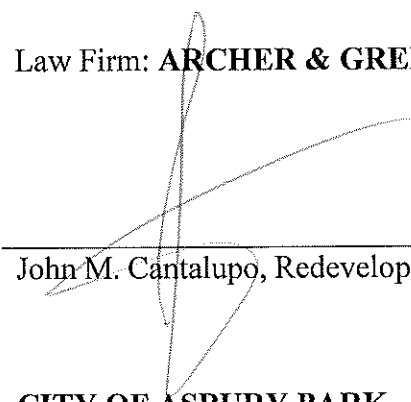
Witness:



SCOUT REAGAN LAURA BEYER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 14, 2021

Witness:

Law Firm: **ARCHER & GREINER, PC**



John M. Cantalupo, Redevelopment Counsel

CITY OF ASBURY PARK

Donna Viero, City Manager

BOND COUNSEL SERVICES A G R E E M E N T

THIS AGREEMENT, made as of this ___ day of January, 2022, between the CITY OF ASBURY PARK, a body politic of the State of New Jersey, herein designated as the "City", party of the first part, and ARCHER & GREINER, P.C., Attorneys at Law with offices at 10 Route 35, Red Bank, New Jersey, hereinafter designated as "Bond Counsel", party of the second part:

WITNESSETH:

1. The City desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The City desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

A. Bond Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes.

C. When the City determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents authorizing the bond sale. Bond Counsel will seek the advice of the Auditor in connection with the appropriate maturity schedule for the bonds to be sold. Bond Counsel will coordinate the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and in the local newspaper, as required by law, and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

D. When the City determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such

notes. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the City Attorney for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

F. Bond Counsel will provide other legal advice requested by the City, provided such advice is within the legal expertise of Bond Counsel's law firm.

G. Bond Counsel will prepare, review and distribute the Preliminary and Final Official Statements in connection with any bond or note financing.

H. Bond Counsel will provide legal services, prepare the necessary documentation and review and comment upon all documents in connection with any capital equipment lease financing or pooled loan financing undertaken by the City.

I. Bond Counsel will provide legal services listed in the City's solicitation of proposals, which are incorporated herein by this reference.

3. The City will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of \$3,500, plus \$0.95 per thousand dollars of bonds issued for the first \$15,000,000 and \$0.70 per thousand dollars issued in excess of \$15,000,000.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance, and (ii) the compiling and review of a certified record of proceedings in connection with each bond ordinance, a fee of \$400 for each single purpose ordinance and \$550 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 of the proposed Bond Counsel Services Agreement, such as attendance at meetings, attention to litigation or other matters described in Section F, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. For services rendered in connection with each note sale, a fee equal to the hourly rates reflected in Section F, with a minimum fee of \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$0.40 per thousand dollars of notes issued in excess of \$15,000,000, but a fee not less than \$750.00.

D. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

E. In the event of refunding bond issue providing for the payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.

F. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates range from \$75 to \$150 per hour depending on the paralegal or attorney involved. Such services include, but are not limited to, attendance at meetings, work involved in the preparation or review of the Official Statement and a continuing disclosure agreement, if applicable, for a bond sale or the review or the preparation of an Official Statement and a continuing disclosure agreement, if applicable, for a bond anticipation note sale, diligence for a bond ordinance, review of authorization proceedings for a bond ordinance, preparation of prequalification packages for bond insurance, preparation of a rating agency package, analysis of any credit enhancement facility, the preparation or review of a Local Finance Board application, attention to or services rendered with regard to any litigation that may occur or any legal question posed by the City, tax work, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations and legal services, the preparation of the necessary documentation and reviewing and commenting upon all documentation in connection with any capital equipment lease financing, pooled loan financing or loan financing undertaken by the City through the MCLIA, NJIB, USDA or any other legal services the City wishes Bond Counsel to perform.

G. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based on the services performed.

H. Customary at-cost disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express or overnight delivery charges and postage costs, newspaper publication costs and the costs of printing official statements, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the City. The fees and payments associated with this Agreement shall not exceed \$70,000.

I. Political Contribution Disclosure: The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the

City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

J. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

4. Bond Counsel and the City hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

IN WITNESS WHEREOF, the CITY OF ASBURY PARK, has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

CITY OF ASBURY PARK

ATTEST:

BY: _____
 _____,
 Authorized Officer

 _____,
 City Clerk

ARCHER & GREINER, P.C.

BY: _____
 JOHN M. CANTALUPO, ESQ.

Attachment: Archer & Greiner- Bond Counsel (2022-29 : Appointing Archer & Greiner, P.C. as Bond Counsel)

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. 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, 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 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, sex, affectional or sexual orientation.

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable City 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 City 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 contractor 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, sex, affectional or sexual orientation, 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.

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, 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 decisions.

The contractor 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 (N.J.A.C. 17:27).

PROFESSIONAL SERVICE AGREEMENT

This **AGREEMENT** is by and between the **City of Asbury Park**, a Municipal Corporation in the State of New Jersey with an office located at One Municipal Plaza, Asbury Park, New Jersey 07712, and **Maraziti Falcon, LLP**, with its principal place of business at Maraziti Falcon, LLC, c/o Joseph J. Maraziti, Jr., Esq., 240 Cedar Knolls Road, Suite 301, Cedar Knolls, New Jersey 07927.

WHEREAS, the **City of Asbury Park** wishes to retain **MARAZITI FALCON, LLP** for the services of Joseph J. Maraziti, Jr., Esq. as Waterfront Redevelopment Counsel for the year 2022; and

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

1. Contract Documents. The Contract Documents consist of the following:
 - (a) This Agreement.
 - (b) New Jersey State Business Registration;
 - (c) Valid Certificate of Employee Information Report;
 - (d) Affirmative Action Document – “For Goods and Professional Services”.
2. Scope of Work. **MARAZITI FALCON, LLP** agrees to provide the City of Asbury Park with the services as 2022 Waterfront Redevelopment Counsel. This agreement shall commence on January 1, 2022 and terminate on December 31, 2022, or until the appointment and qualification of a successor, whichever occurs last.
3. Assignment. This Agreement may not be assigned by **MARAZITI FALCON, LLP**.
4. Compliance. **MARAZITI FALCON, LLP** and all of its applicable employees shall comply with the requirements of P.L. 1975 C.127 (N.J.A.C. 17:27) regarding Affirmative Action regarding Equal Employment Opportunity and City of Asbury Park City Code, Section 2-76 Award of Public Contracts.
5. Political Contribution Disclosure. The within contract has been awarded to the Attorney based upon the merits and abilities of the Attorney to provide the services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Attorney, his Law Firm, his Law Firm’s subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his Law Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect the Attorney’s eligibility to perform this contract, or will the Attorney or his Law Firm make a reportable contribution during the term of the within contract to any political party committee in the City if a member of that political party is serving in an elective public office of the City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City when the contract is

awarded.

6. Other Terms. This agreement is subject to:

- a. This contract is for the services of Joseph Maraziti, Esq. who shall be counsel on the aforementioned matters. The blended rate shall be \$175.00/hour for attorney services (\$325.00/hour blended for attorneys when such fees are paid solely by private parties through reimbursement agreements), with no additional fees or charges allowed. These are the only hourly charges allowable under this agreement. The statement will include our fee for services rendered, and disbursements made on your behalf. Such disbursements may include, but not be limited to, computerized research fees (as billed to us), court costs and fees (as required), messenger and delivery fees (using least expensive service available), long distance telephone (as billed to us), and postage charges (as required), document reproduction (\$0.15/page) and transcript fees (as billed to us). Charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice. Said fees are in lieu of any and all other benefits, and neither the firm nor the attorney shall be considered an employee of the City of Asbury Park.
- b. The contractor shall provide the City of Asbury Park with detailed monthly invoices. If **MARAZITI FALCON, LLP** is appointed as Special Counsel to the City in any other matter, the two matters and all billing thereunder shall be clearly distinguished on any invoices served on the City.
- c. It shall be the contractor's obligation to obtain City Council approval, by way of a Resolution, approval of which shall be at the sole discretion of the City Council, prior to incurring costs above the not to exceed amount. As a temporary measure, and as necessary to protect the City's legal interests until the City Council has the opportunity to consider an increase in the not to exceed amount, the contractor may proceed with incurring costs with the prior written approval of Corporation Counsel, subject to any conditions included in the written approval.
- d. The parties agree that submission of invoices by the Vendor in accordance with this Agreement is the sole responsibility of the Vendor. The Vendor agrees to submit any and all invoices for services within sixty (60) days of services being rendered; and, Vendor acknowledges that, due to the City's budgeting, appropriation, and fiscal affairs procedures, any invoices not submitted within sixty (60) days of services rendered will not be paid by the City, and the sums therein shall not be sought at law or in equity.
- e. The City may terminate this contract immediately upon written notice to the contractor, subject only to payment for services rendered prior to service of the notice of termination. The contractor may terminate this contract in accordance with the New Jersey Rules of Professional Conduct.
- f. Any single incident of waiver in the terms of this agreement shall not constitute a general or full waiver, and such waiver shall not be utilized to evidence waiver in any other instance relating to this Agreement, or any other agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this _____ day of _____, 2021

ATTEST:

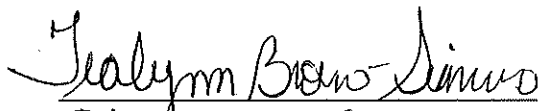
THE CITY OF ASBURY PARK

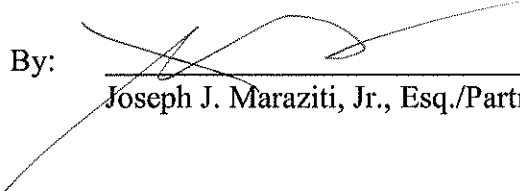
Melody Hartsgrove, RMC/CMR
City Clerk

By: _____
John Moor, Mayor

ATTEST:

MARAZITI FALCON, LLP


Tralynn Brown-Simmons

By: 
Joseph J. Maraziti, Jr., Esq./Partner

The aforementioned Agreement has been reviewed and approved as to form.

Frederick Raffetto, Esq.
City Attorney

**CITY OF ASBURY PARK AGREEMENT FOR
RAB SPECIAL ASSESSMENT AND PILOT
ADMINISTRATIVE SERVICES**

THIS AGREEMENT, made this day of , 2022;

BETWEEN:

CITY OF ASBURY PARK, a public body corporate and politic of the State of New Jersey with offices at One Municipal Plaza, Asbury Park, New Jersey 07712, hereinafter designated as "CITY."

AND:

PUBLIC RESOURCES ADVISORY GROUP, INC., with offices at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, hereinafter referred to as "CONSULTANT,"

WITNESSETH:

WHEREAS, the CITY desires to secure an independent municipal advisor to perform administrative services related to special assessments and Payments in Lieu of Taxes ("PILOTs") billed to certain properties within the City's Redevelopment Area Bond ("RAB") program, including, Vive, Monroe, The Asbury Hotel, South Grand, 1101 Ocean, AP Triangle, and Block 4001, hereinafter referred to as "the Project"; and

WHEREAS, CONSULTANT submitted a proposal for the performance of said RAB Special Assessment and PILOT Administrative Services dated December 20, 2021, ("Proposal") which is attached to this contract as Appendix A and made a part hereof; and

WHEREAS, CITY adopted a Resolution at its regular board meeting authorizing and directing the Mayor of the City of Asbury Park to execute a contract with CONSULTANT to perform RAB Special Assessment and PILOT Administrative Services; and

WHEREAS, this contract is awarded to CONSULTANT by Resolution pursuant to New Jersey's Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., New Jersey's Pay-to-Play law, N.J.S.A. 19:44A-20.4 et seq., and Title 11 of the Americans with Disabilities Act of 1990 (42 §12101, et seq.) and as such is subject to the requirements contained therein.

NOW, THEREFORE, in consideration of these premises and the mutual covenants, conditions and agreements contained herein, the parties hereto agree as follows:

CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall serve as CITY's professional consultant and provide RAB Special Assessment and PILOT Administrative Services in accordance with the Proposal submitted, dated December 20, 2021, entitled "2022 Administrative Services- Special Assessments and Payments in Lieu of Taxes ("PILOT")," which is attached hereto and made a part hereof as Appendix A.

CITY'S RESPONSIBILITIES

CITY shall provide, to the extent possible, full information as necessary and appropriate to enable CONSULTANT to fulfill the requirements for completion of the project.

PAYMENTS TO CONSULTANT

CITY agrees to pay CONSULTANT as compensation for these services outlined above and provided in the Proposal and in an amount not to exceed \$35,000 without further authorization from CITY. Payments shall be made pursuant to the Redevelopment Area Bond (RAB) documents and Special Assessment documents.

CONSULTANT shall submit monthly statements for consulting services provided and CITY shall make prompt monthly payments in response to CONSULTANT's monthly statements.

GENERAL CONSIDERATIONS

1. **Scope** - The CONSULTANT is hereby retained by CITY to provide RAB Special Assessment and PILOT Administrative Services for the City of Asbury Park RAB Special Assessment and PILOT Administrative Services shall include the following:

- a. Review the master special assessment agreement; review all financial agreements and special assessment agreements related to each of the Projects;
- b. Assemble all relevant data concerning the units of the respective Projects including but not limited to substantial completion date, offered sales price per special assessment agreement, initial transfer sales price (if applicable), current year assessed value;
- c. Tabulate the CITY's annual tax rates including municipal purposes rate by tax year;
- d. Calculate the annual total special assessments levied to all units in the respective Projects in accordance with the special assessment agreements;
- e. Calculate the pledged special assessment for all units in accordance with the corresponding special assessment agreement to determine the portion of the special assessment that the CITY will levy and remit to the trustee of the RABs upon collection;
- f. Calculate the annual PILOT payment due for all units in accordance with the

corresponding financial agreement;

g. Calculate the annual administrative fee due for all units in accordance with the corresponding financial agreements;

h. Provide the CITY, in spreadsheet form, the annual total special assessments for each unit broken down by the pledged assessment and PILOT payment due;

i. Calculate deficiency payments due from the master developer at the time of a unit's initial sale;

j. Perform similar functions on a quarterly basis, as applicable;

k. Other services as directed by the CITY; and,

l. Attend in-person meetings and conference calls at the request of the CITY; however, it is expected that CONSULTANT's work will be performed off-site.

2. **Term** - This Agreement shall be in effect for one year commencing upon execution, unless otherwise terminated as provided for herein, and will be subject to renewal by resolution of the CITY.

3. **Termination** - This Agreement may be terminated by either party upon ten (10) days written notice to the other party. Under this paragraph, CONSULTANT shall be paid for services rendered and expenses incurred to the date of termination. The termination of CONSULTANT shall be deemed to be a termination of any subcontractors of CONSULTANT as of the termination date. All finished or unfinished documents, data, studies, agreements and/or reports prepared by CONSULTANT under this Agreement, shall be delivered to CITY.

4. **Consideration** - For the services set forth in Paragraph 1 above, the consideration shall be at the rates specified in CONSULTANT's Proposal dated December 20, 2021, entitled "Administrative Services - Special Assessments and Payments in Lieu of Taxes ("PILOT")," which is attached hereto and made a part hereof as Appendix A, and in an amount not to exceed \$35,000 without authorization from CITY.

5. **Controlling Law** - This Agreement is governed by the Laws of the State of New Jersey.

6. **Successors and Assigns** - CITY and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in the above paragraph and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

7. **Liability** - Acceptance of the final payment by CONSULTANT shall be considered a release in full of all claims against CITY arising out of, or by reason of, the work done and materials furnished under this contract.

8. **Document Ownership** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by CITY to CONSULTANT in connection with this Agreement for Professional Services shall remain the property of CITY. When in tangible form, all copies of such information shall be returned to CITY upon request. Unless such information was previously known to CONSULTANT, free of any obligation to keep it confidential, or has been or is subsequently made public by CITY or a third party, it shall be held in confidence by CONSULTANT, shall be used only for the purposes of this Agreement for Professional Services and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

9. **Insurance and Indemnification** - CONSULTANT shall maintain insurance and indemnify CITY as follows:

a) CONSULTANT shall maintain at its own expense the following insurance covering any claims incurred or arising as a result of CONSULTANT's performance, which insurance shall be issued by a carrier authorized to do business in the State of New Jersey and having agents upon whom service of process may be made in the State of New Jersey and shall contain at a minimum the following provisions, coverages and policy limits of liability. A Certificate of Insurance shall be provided showing the following coverage and limits.

b) Professional Liability Insurance with limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. (A separate Certificate of Insurance shall be provided).

c) The CONSULTANT shall be responsible for performing the above services in accordance with all the professional standards applicable to such services which shall govern CONSULTANT'S responsibility for any errors, omissions or negligent acts in its performance of such services. CONSULTANT shall not be responsible for the acts or omissions of any third parties except the CONSULTANT'S own employees, engineers, subcontractors and agents at the site or otherwise performing any work in connection with the Project, however, nothing contained herein shall be construed to release CONSULTANT from liability for failure to properly perform duties undertaken by it under this Agreement.

d) The CONSULTANT agrees to hold the City of Asbury Park, and its respective officials, officers, agents, servants and employees, harmless from and against liability caused by CONSULTANT'S negligence, in connection with the negligent performance of the services described herein.

10. **Affirmative Action and Business Registration Certificate Provisions** - This Agreement is subject to the following special provisions.

1. The mandatory language of P.L. 1975, C. 117 and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are attached at Appendix C of this Agreement and made a part hereof. CONSULTANT agrees to afford equal opportunity in performance of this AGREEMENT in accordance with an Affirmative Action Program approved by the appropriate authorities.

2. This Agreement is further subject to N.J.S.A. 52:32-44, which imposes the

following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) CONSULTANT shall provide written notice to its subcontractors to submit proof of business registration to CONSULTANT; 2) prior to receipt of final payment from a contracting agency, CONSULTANT must submit to CITY an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, CONSULTANT and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

11. Political Contribution Disclosure – The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm’s subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19-44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, C. 19, affect the Contractor’s eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

EXHIBITS AND SPECIAL PROVISIONS

Exhibits - The following are attached to and made a part of this Agreement:

Appendix A - Proposal submitted by Public Resources Advisory Group, LLC dated December 20, 2021, entitled "Administrative Services - Special Assessments and Payments in Lieu of Taxes ("PILOT")," which is attached hereto and made a part hereof as Appendix A.

Appendix B - Resolution adopted by CITY

Appendix C - Mandatory Affirmative Action

Appendix D - Americans with Disabilities Act Language.

ENTIRE AGREEMENT

This Agreement, together with the Exhibits identified as Appendix A, Appendix B, Appendix C, and Appendix D, above, constitutes the entire Agreement between CITY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

CITY OF ASBURY PARK

Dated: _____

ATTEST:

PUBLIC RESOURCES ADVISORY GROUP, INC.



Wendell G. Gaertner
Senior Managing Director

Dated: 12/23/24

**SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, NEW JERSEY
AND
BROWNFIELD REDEVELOPMENT SOLUTIONS, INC.**

This Service Agreement ("Agreement") is effective as of this ____ day of January 2022, by and between the **City of Asbury Park, New Jersey ("City")**, a public body corporate and politic of the State of New Jersey, having an address at **One Municipal Plaza, Asbury Park, New Jersey 07712** and **Brownfield Redevelopment Solutions, Inc ("BRS")** having an address at 739 Stokes Road Units A&B Medford, NJ 08055, each being a "Party", and together are hereby referred to as the "Parties" to this Agreement.

WHEREAS, the City has a need for accessing environmental services for the implementation of the US Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant; and

WHEREAS; the City evaluated the proposal submitted by BRS to provide the necessary environmental services to the City; and

WHEREAS, the City Council authorized by Resolution 2022-XX the City to enter into a professional services agreement with BRS;

WHEREAS, the anticipated term of this contract is for one year, to expire one (1) year from the date of execution;

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Scope of Services

BRS will be responsible for services outlined in "**Proposed Scope of Work**" section of Brownfield Redevelopment Solutions, Inc. "Proposal City of Asbury Park Environmental Services for EPA Brownfield Grant" dated December 1, 2016, which is incorporated hereto as Attachment A; and Resolution 2022-XX entitled "A Resolution For U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant Services", which is incorporated hereto as Attachment B.

2. Payment Schedule and Compensation

Total compensation will not exceed Ninety Seven Thousand Dollars (\$97,000) ("Contract Amount.").

All fees will be paid based upon the fee schedule outlined in BRS' proposal incorporated into Attachment A.

3. Non-Disclosure of Analysis

The City has right of ownership and dissemination of all data and other information derived from work performed in conjunction with this Agreement.

Except upon written approval of the City or otherwise stipulated herein, BRS shall not furnish or disclose to any person or organization, including but not limited to (1) any report, study, data or other information provided by or obtained from, the City in connection with this Agreement; (2) any grant application, reports, studies, recommendations, data or information relating to or made or developed in the course of the performance of this agreement; or (3) the results of the performance of any grant application, investigation and/or analysis except as may be required by law.

4. Compliance With Laws

BRS shall observe and comply will all state, local, federal laws, and the rules of any governing body having jurisdiction over the premises and/or its use.

5. Liability Insurance

BRS shall carry and maintain in full force and effect for the duration of this Professional Service Agreement and any supplement thereto the insurance coverages set forth below:

- A. Worker's Compensations and Employers Liability in accordance with State of New Jersey requirements, with a minimum limit of:
 - a. \$1,000,000 each accident for bodily injury by accident
 - b. \$1,000,000 each employee for bodily injury by disease
 - c. \$1,000,000 policy limit for bodily injury by disease
- B. Public Liability Insurance: Comprehensive General Liability, (bodily injury, personal injury, and property damage liability) including company's contingent Completed operations and contractual liability with a minimum:
 - a. \$1,000,000 each occurrence
 - b. \$1,000,000 personal and advertising injury
 - c. \$2,000,000 general aggregate; and
 - d. \$1,000,000 products/completed operations aggregate
- C. Comprehensive Automobile Liability Insurance. Covering all owned, hired and rented vehicles and equipment, with limits of liability of not less than \$1,000,000 for injuries to, or death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than \$500,000 per occurrence.

All insurance certificates will name the City as an additional insured on the policy. Said Certificate must state that coverage cannot be cancelled or materially altered without thirty (30) days written notice to the City.

6. Indemnification and Allocation of Risk

BRS agrees to indemnify, save and hold harmless the City, its commissioners, directors, officers, employees, representatives or agents against any and all demands, claims, suits, losses, costs or direct damages to the extent caused by the negligent acts, omissions or misconduct of BRS, its officers, agents, employees and subcontractors in the performance of work by BRS under this Services Agreement.

7. Term of Agreement

The term of this Agreement shall be for a one year period from the date of execution.

8. Termination

A. Termination for Default

BRS' performance and fulfillment of its obligations under this Service Agreement shall be regularly evaluated by the City. If the City in their sole discretion determines that BRS has not met its obligations hereunder, the City reserves the right to terminate this Agreement upon giving not less than ten (10) days written notice to BRS. In the event that the City exercises their right to terminate the Agreement, BRS shall be entitled to payment for all work completed in accordance with the requirements of this Agreement up to and including the effective date of termination of this Agreement. Additionally, BRS shall also be entitled to payment for all non-cancelable commitments to third parties with respect to the scheduling and performance of the work tasks under the Scope of Work. In the event of termination pursuant to this Paragraph, the City shall be without further liability to BRS under this Agreement. Except as to the payments provided herein, BRS understands and agrees that it is not entitled to any damages whatsoever in the event of termination of this Agreement.

B. Termination for Convenience

Notwithstanding the provisions of paragraph 8(a), BRS understands and agrees that City hereby reserves the right to terminate this Service Agreement at any time, for any reason whatsoever, upon giving not less than twenty (20) days written notice to. In the event that the City exercises their right to terminate the Agreement, the City shall be without further liability to BRS under this Agreement. BRS understands and agrees that it is not entitled to any damages whatsoever in the event of termination of this Agreement. Notwithstanding the foregoing, in the event that the City exercises its right to terminate the

Agreement pursuant to this Paragraph, BRS shall be entitled to payment for all work completed in accordance with the requirements of this Agreement up to and including the effective date of the termination. Additionally, BRS shall also be entitled to payment for all non-cancelable commitments to third parties with respect to the scheduling and performance of work tasks under the Scope of Services.

9. The Service Agreement

This Service Agreement, and all other documents referred to herein and/or attached hereto, constitute the entire Agreement of the Parties on the subject matter hereof and supersede any and all prior representations, understandings, and agreements between the Parties with respect to such subject matter. The documents referred to herein and attached hereto shall be read together with this agreement to determine the Parties intent. If there is a conflict between and among such documents, this Agreement shall be the final expression of the Parties' intent. Any Amendment to this agreement must be in writing and signed by both parties or it is void.

10. Political Contribution Disclosure

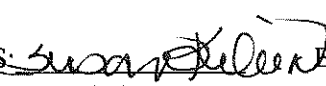
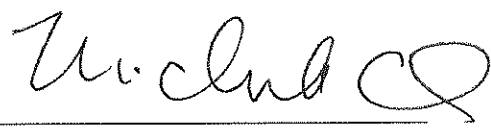
The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his / her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one(1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date abovementioned:

ATTEST: _____

BY: _____

Donna M. Vieiro, City Manager
City of Asbury Park, New Jersey

WITNESS:  BY: 

Susan Kolich
BRS

Michele Christina, President
BRS



6000 Midlantic Drive
Suite 410 North
Mt. Laurel, NJ 08054

(856) 234-2266 Phone
(856) 234-6697 Fax

November 1, 2021

City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

Attention: Donna M. Vieiro
City Manager

Dear Ms. Vieiro:

This letter agreement (this "Agreement"), dated as of _____ (the "Effective Date"), will confirm the understanding and agreement between City of Asbury Park (the "Client") and Acacia Financial Group, Inc. ("Acacia") as follows:

1. ENGAGEMENT OF ACACIA. The Client engages Acacia to perform financial advisory services in connection with the Client's issuance of bonds and/or notes and other general consulting services as required and directed by the Client (the "Advisory Services"). The following reflects the general services provided by Acacia in connection with the issuance of municipal securities. In certain transactions fewer or additional services may be required and Acacia will provide services as determined jointly between the Client and Acacia.

- a) Assist in the development of the plan of finance including: debt structure, method of sale, terms, timing, marketing and pricing.
- b) Prepare independent cash-flows relating to debt structures including scenario analysis as appropriate and development of final numbers.
- c) Assist in the preparation of the financing schedule, distribution list, meeting agendas, and other transaction management tasks
- d) Review the preliminary and final official statements and other documents related to the marketing and issuance of bonds.
- e) Participate in meetings and conference calls with the working group and other parties.
- f) Advise on the credit rating strategy and assist with obtaining credit ratings.
- g) In negotiated transactions: (i) analyze and advise on pricing levels based on the client's historical pricing, results of recent comparable sales in the market, current market conditions and other factors that may impact the sale (such information to be provided in pre-pricing materials) and (ii) participate in negotiations with investment banking groups regarding pricing and final terms of the security offering on behalf of the Client.
- h) In competitive transactions: (i) assist in the overall coordination of the sale process, (ii) assist in the preparation of the notice of sale and bid specifications; (iii) conduct market outreach, (iv) apply for

CUSIPs as required by MSRB G-34 and (iv) independently review the bids for conformity to bid specifications and verify the true interest cost or net interest cost.

- i) Advise on direct bank loan structures including overall management of the RFP process.
- j) Assist in the evaluation and selection of underwriters/investment bankers, legal counsel, credit facility providers, trustees, verification agents, printers, and other professional service providers, including preparation of request for qualifications (RFQs) or requests for proposals (RFPs and the evaluation of statements of qualifications, proposals or bids submitted in response thereto (if requested).
- k) Monitor and evaluate refunding opportunities with respect to the Client's outstanding obligations.
- l) For refunding transactions, submit or assist with the submission of SLGS subscriptions, evaluate the efficiency of open market securities relative to SLGS and, if necessary or appropriate, prepare bid specifications and conduct the bid process for the purchase of open market securities.
- m) Analyze proposals presented by investment bankers and other parties related to the issuance of securities (as requested).
- n) Assist the Client, bond counsel and other transaction team members with the closing of the bonds and/or notes.
- o) Provide additional services as requested by the Client.

As a registered Municipal Advisor with the Municipal Securities Rulemaking Board ("MSRB") and the Securities Exchange Commission ("SEC"), Acacia also proposes to serve as Client's Independent Registered Municipal Advisor ("IRMA") for the purpose of complying with the Municipal Advisor Rule of the SEC approved on September 18, 2013.

The Client hereby acknowledges and agrees that the financial models and presentations used by Acacia in performing its Advisory Services hereunder have been developed by and are proprietary to Acacia and are protected under applicable copyright laws. The Client agrees that it will not reproduce or distribute all or any portion of such models or presentations without the prior written consent of Acacia.

2. FEES AND EXPENSES.

(a) Bond Transaction Fees. For financial advisory services rendered to the Client in connection with the sale of bonds, Acacia proposes to be compensated at a rate of \$0.85 per \$1,000 of par value issued, with a minimum fee of \$12,500 per bond issue, inclusive of expenses.

(b) Note Transaction Fees. For financial advisory services rendered to the Client in connection with the sale of notes with an official statement and credit ratings, Acacia proposes to be compensated a flat rate of \$8,500 per note issues, inclusive of expenses. For financial advisory services rendered to the Client in connection with the sale of notes without an official statement or rating, Acacia proposes to be compensated a flat rate of \$5,000 per note issue, inclusive of expenses.

*****Acacia anticipates that the City could have one general capital bond issue, one general capital note issuance and potentially two redevelopment area bond issuances in 2022. Assuming this, the not-to-exceed bond and notes fees would be approximately \$42,500.***

(c) Consulting Fees. For general consulting provided on projects other than the sale of bonds or notes (including redevelopment consulting), Acacia proposes that compensation be based upon the hourly rates established below:

Title	Hourly Rate
Co-President	\$195.00/hr.
Managing Director/Senior Vice President	\$185.00/hr.
Vice President	\$175.00/hr.
Assistant Vice President /Associate	\$165.00/hr.
Analyst	\$150.00/hr.

*****Acacia proposes that general consulting and redevelopment consulting hourly fees are estimated to not-to-exceed \$40,000 during 2022 based on previous years billings. Acacia is also willing to discuss a cap per project, if applicable.***

(d) Annual Disclosure Filing (Dissemination Agent). For services in connection with the on-going annual disclosure and the filing of certain financial information and notices in connection with the provisions of Rule 15C2-12(b)(5), Acacia proposes that compensation be an annual fee of \$750 billed at the time such services are rendered.

(e) Complex Financings/Transactions. If the Client requires assistance with a financing that includes a unique and/or complex structure or requires additional services or time beyond our typical scope, Acacia and the Client will in good faith negotiate the amount of the fee payable taking into account, among other things, the size, structure and complexity of the transaction.

3. INDEMNIFICATION.

(a) The Client hereby expressly agrees to indemnify and hold harmless Acacia, its affiliates and its officers, directors, partners, limited partners, members, employees, agents, consultants and controlling persons and their respective successors and assigns (Acacia and each such person being an "Indemnified Person"), from any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Person may become subject (i) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, including documents described in or incorporated by reference, or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or (ii) arising in any manner out of or in connection with the services performed by Acacia or any other Indemnified Person or the matters that are the subject of this Agreement.

(b) The Client shall reimburse Acacia and any other Indemnified Person for all reasonable expenses (including reasonable fees and expenses of legal counsel) as incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuits, investigations, claims or other proceedings arising in any manner out of or in connection with the services or matters that are the subject of this Agreement (including, without limitation, in connection with asserting or enforcing rights under this Agreement and the indemnification obligations set forth herein); provided, however, that the Client shall not be liable to indemnify any Indemnified Person in respect of any loss, claim, damage, liability or expense to the extent that it is finally judicially determined that such loss, claim, damage, liability or expense resulted directly from the gross negligence or willful misconduct of such Indemnified Person.

4. TERM AND TERMINATION.

(a) Term. The appointment and authorization of Acacia under this Agreement shall commence on the Effective Date and shall terminate at the earliest of (i) a date mutually agreed upon by the Client and Acacia in writing; or (ii) upon at least thirty (30) days' prior written notice of one party to the other parties specifying the date of termination (the "Term"). Notwithstanding any such termination of this Agreement, the Client shall remain responsible for any fees accrued during the Term, and the reimbursement of Acacia's expenses pursuant to Paragraph 2 of this Agreement incurred during the Term and not yet paid.

(b) Survival. The provisions of Paragraphs 3, 4, 7 and 8 of this Agreement shall survive the termination of this Agreement.

5. ACACIA'S DISCLOSURES PURSUANT TO MSRB RULE G-42

(a) Conflicts of Interest. Acacia receives compensation for municipal advisory activities to be performed that (i) is contingent upon the size of the transaction, which could create an incentive to otherwise increase the size of a transaction; or (ii) is contingent upon the closing of the transaction, which could create an incentive to otherwise close a transaction. Acacia manages this conflict by implementing written policies and procedures for supervision that ensure that Acacia adheres to its fiduciary duties to its municipal advisory clients. Acacia is not aware, after reasonable inquiry, of any other actual or potential material conflict of interest that could reasonably be anticipated to impair its ability to provide advice to or on behalf of its clients in accordance with its fiduciary duties to its clients.

(b) Legal or Disciplinary Events. Acacia does not have any legal or disciplinary events that are material to a client's evaluation of Acacia or the integrity of Acacia's management or advisory personnel, nor does Acacia have any legal or disciplinary events that are required to be disclosed on its Forms MA and MA-I, which are filed with the SEC. Copies of Acacia's most recent Forms MA and MA-I are accessible on the SEC's EDGAR system Company Search Page at <https://www.sec.gov/edgar/searchedgar/companysearch.html> by searching for either Acacia Financial Group, Inc. or Acacia's CIK number, which is 0001613001. Acacia has not made any material change or addition to the legal or disciplinary event disclosures on any Form MA or Form MA-I filed with the SEC since Acacia's initial filing of Form MA on July 25, 2014. On June 1, 2017, Acacia's principal place of business changed and a revised Form MA was filed on June 7, 2017 and MA-I filed on June 5, 2017.

6. ACACIA'S DISCLOSURES PURSUANT TO MSRB RULE G-10. Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors (such as Acacia Financial Group, Inc.) are required to provide certain written information to their municipal entity and obligated person clients which includes the following:

(a) Acacia Financial Group, Inc. is currently registered as a Municipal Advisor with the SEC and the MSRB.

(b) Within the MSRB website at www.msrb.org, municipal entity and obligated person clients of Acacia Financial Group, Inc. may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

7. DISPUTE RESOLUTION. All disputes, claims or controversies arising out of or in any way relating to this Agreement or the services rendered by Acacia (including with respect to enforcement of this Agreement) that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration to be conducted before the American Arbitration Association (the "AAA"). Arbitration proceedings

shall be held in New Jersey before a single arbitrator and shall be conducted in accordance with the commercial arbitration rules of the AAA unless specifically modified herein.

8. MISCELLANEOUS.

(a) Reliance on Client Information. Acacia may conclusively rely on the accuracy and completeness of the information provided to Acacia by the Client or the Client's representatives, including current and historical information with respect to the operations, assets, liabilities, and financial condition of the Client (the "Information"), and the Client acknowledges that Acacia has not been retained to (nor will it) independently verify any of such Information.

(b) Independent Contractor Status. The legal relationship of the Client and Acacia created by this Agreement is one of independent contractors only and no employer/employee, master-servant, co or joint ventures, licensor-licensee, partnership or other such relationship is intended or shall be deemed or construed.

(c) No Liability. The Client agrees that neither Acacia nor any of its controlling persons, affiliates, partners, directors, officers, employees, agents, advisors or consultants shall have any liability to the Client or any person asserting claims on behalf of or in right of the Client for any losses, claims, damages, liabilities or expenses arising out of or relating to this Agreement or the services to be rendered by Acacia hereunder, unless and until it is finally judicially determined that such losses, claims, damages, liabilities or expenses resulted directly from the gross negligence or willful misconduct of Acacia.

(d) Successors and Assigns. The benefits of this Agreement shall inure to the respective successors and assigns of the parties hereto and of the Indemnified Persons, and the obligations and liabilities assumed in this Agreement by the parties hereto shall be binding upon their respective successors and assigns. Other than pursuant to Paragraph 3, nothing in this Agreement is intended to confer upon any other person (including stockholders, employees or creditors of the Client) any rights or remedies hereunder or by reason hereof.

(e) Blue Pencil/Waiver. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Any of the terms and conditions of this Agreement may be waived at any time and from time to time in a writing signed by the party entitled to the benefit thereof, but a waiver in one instance shall not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement shall not operate as a waiver of this provision or of any other provision hereof.

(f) Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Client and Acacia with respect to the subject matter hereof and supersedes all prior understandings or agreements between and among the parties with respect thereto, whether oral or written, express or implied. This Agreement may not be amended or modified except in a writing signed by each of the parties hereto. No party may assign this Agreement to any entity other than an affiliated or related entity without the prior written consent of the other parties.

(g) Counterparts. This Agreement may be executed in any number of counterparts, by original, facsimile or electronic signature, each of which shall be deemed to be an original and all of which together shall be deemed to be the same agreement.

(h) Governing Law. THIS AGREEMENT AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL MATTERS ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PROVISIONS THEREOF).

Contact Information:

- In the event that you need to contact us on an emergency basis, please note the following:
 - Key Individual Contact – Jennifer G. Edwards
 - Phone Numbers:
 - Office – 856-234-2266
 - Cell – 856-912-2790
 - Email Addresses:
 - jedwards@acaciafin.com
 - jenedwards728@yahoo.com (back-up)
 - Alternate Mailing Address;
 - 1620 Chester Avenue, Manchester, New Jersey 08759

[Signature page to follow]

If the foregoing correctly sets forth the understanding and agreement among Acacia and the Client, please so indicate in the space provided for that purpose below, whereupon this Agreement shall constitute a binding agreement as of the Effective Date.

Sincerely,

ACACIA FINANCIAL GROUP, INC.

By: _____

Name: Kim M. Whelan

Title: Co-President

Accepted by:

CITY OF ASBURY PARK

By: _____

Name: Donna M. Viero

Title: City Manager

[signature page to engagement letter]

Attachment: Acacia- Financial Advisor (2022-33 : Appointment of Financial Advisor 2022)

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2022 between the City of Asbury Park (hereinafter referred to as CITY) and GJEM Insurance Agency, Inc. / Otterstedt Insurance Agency, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the CITY professional risk management consulting services (as required in the bylaws of the New Jersey Intergovernmental Insurance Fund (FUND), and;

WHEREAS, the CITY desires these professional services pursuant to the resolution adopted by the governing body of the CITY at a meeting held January 1, 2022 and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

- I. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a) Assist the CITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
 - b) Assist the CITY in understanding the various coverages available from the New Jersey Intergovernmental Insurance Fund.
 - c) Review with the CITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the CITY's authorization, place such coverages outside the FUND.
 - d) Assist the CITY in the preparation of applications, statements of values, and similar documents requested by the Fund, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the CITY.
 - f) Review the CITY's assessment as prepared by the Fund and assist the CITY in the preparation of its annual insurance budget.

- g) Review the loss and generally assist the Safety Committee in its loss containment objectives.
 - h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT'S involvement does not include the work normally done by a public adjuster.
 - i) Perform any other risk management related services required by the FUND'S bylaws.
2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:
- a) The CONSULTANT shall be paid a fee as compensation for services rendered, an amount equal to *** 6.00% of the CITY's annual assessment as promulgated by the FUND. Said fee shall be paid to the CONSULTANT within (30) days of payment of the CITY's assessment. (Said fee is included in the CITY's assessment).
 - b) For any insurance coverages authorized by the CITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND'S assessment in computing the fee outlined in 2 (a).

The annual New Jersey Intergovernmental Insurance Fund costs paid in 2021 to the CONSULTANT was \$60,422.00. Additional ancillary policies earned to date commissions in 2021 payable to the CONSULTANT in the amount of \$2,456.60. Subject to any New Jersey Intergovernmental Insurance Fund increases which have not been released to date and changes in exposures to any policies the cost structure paid to the CONSULTANT should remain similar in 2022. Costs in 2022 are anticipated not to exceed \$ 70,000.00.

3. The term of this agreement shall be ONE (1) years. However, this agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the CONSULTANT'S fee outlined in 2(a) above shall be prorated to date of termination.

4. Political Contribution Disclosure: The within Agreement has been awarded to the Contractor based upon the merits and abilities of our agency to provide the services described herein. This Agreement was not awarded through "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

ATTEST:

CITY:

DATE: _____

ATTEST:

CONSULTANT:

Notar T. Mc

Geo

DATE: *11/5/21*

**SPECIAL COUNSEL
CONTRACT OF EMPLOYMENT**

THIS AGREEMENT, made this 1st day of January, 2022, between the **CITY OF ASBURY PARK**, a municipal corporate body politic, with its principal office located at 1 Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter referred to as the "City") and **PARKER McCAY P.A.**, a Firm of licensed New Jersey attorneys, with the Firm's principal office at 9000 Midlantic Drive, Suite 300, P. O. Box 5054, Mount Laurel, NJ 08054 (hereinafter referred to as the "Special Counsel"),

WITNESSETH the following:

WHEREAS, there exists a need for the City to obtain Special Counsel to provide legal services to the City for the year 2022 and appointment of a Special Counsel is authorized by State law;

WHEREAS, Parker McCay P.A. is a Firm of licensed New Jersey attorneys at law and is qualified and able to render legal services to the City as Special Counsel; and

WHEREAS, the Local Public Contracts Law [N.J.S.A. 40A:11-1, *et seq.*] permits the award of contracts for "professional services" without competitive bids, and the services contemplated to be rendered by the Special Counsel qualify as "professional services" under said law; and

WHEREAS, the City has reviewed existing appropriations of funds and represents that sufficient funds have been appointed to pay for the professional services rendered by the Special Counsel; and

WHEREAS, there is a need to reduce to writing the understanding and agreement that exists between the City and the Special Counsel;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. SCOPE & TERM - The Special Counsel agrees to provide the City general legal services more particularly described within this Agreement for the fees specified herein for a term of one year, between January 1, 2022 and December 31, 2022, or until a successor is qualified and appointed, whichever later occurs. **George M. Morris, Esquire**, a member of the Firm, will be the attorney principally responsible for providing legal services to the City during the term of this contract.

2. COMPENSATION - For and in consideration of the services to be performed by the Special Counsel on behalf of the City, the City agrees to pay promptly upon receipt of an appropriate voucher all charges for services rendered and costs expended. The Special Counsel's fee shall be based on the fee schedule annexed hereto.

3. BILLING PROCEDURE - In accordance with this contract, the Special Counsel will provide billings on a periodic basis which will cover all fees and costs rightfully due and owing for the services they have performed or the out-of-pocket expenses they have incurred on behalf of the City.

4. AUTHORIZATION OF WORK - The fees referred to herein shall be applicable to all legal services rendered to the City. The Mayor, City Manager, City Clerk, and Deputy City Clerk in her absence shall have the power to authorize work under this contract to the extent that there are funds appropriated.

5. DUTIES - The City hereby authorizes the Special Counsel to be the legal advisors to the City regarding matters referred to Special Counsel under this Contract.

6. RECORDS AND PAPERS - All papers, documents, memoranda, plans, specifications and reports, and all material relating to the administration of the office of municipal attorneys shall be and remain the property of the City. The Special Counsel, upon termination or expiration of this contract, shall forthwith surrender to their successor all such property together with a written consent to use all such materials in the best interest of the City.

7. PUBLIC OFFICIAL - It is recognized that the Special Counsel, while operating under this contract, will be performing services for the municipality. It is hereby understood and agreed that the Special Counsel acts as quasi-public officials, subject to the rights, duties and privileges that such an office entails, including any and all rights, privileges and immunities the Special Counsel may enjoy under the New Jersey Tort Claims Act [N.J.S.A. 59:1-1, et seq.].

8. LIMITATIONS ON SCOPE OF WORK - This contract contemplates that the Special Counsel will provide the services outlined within this contract for the funds provided. However, this contract further contemplates that there will be no unusual, unreasonable or material changes in the required scope of legal services delineated herein which will frustrate the desired goals of the parties. In the event that either party shall determine in its or their opinion that the above situation has occurred, said party shall notify the other party to this contract, and upon such a determination the parties agree that the City may terminate further services in connection with the projects herein described until and unless additional funds are lawfully provided by the City, and the written contract, covering the services to be performed has been entered into between the parties hereto.

9. POLITICAL CONTRIBUTION DISCLOSURE. The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement,

nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

10. TERMINATION - The Special Counsel's contract with the City shall be deemed terminated upon action by the City Council and City Manager.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

CITY OF ASBURY PARK

A municipal corporation of New Jersey

By: _____
JOHN MOOR, MAYOR

ATTEST: _____
Melody Hartsgrove, RMC/CMR
City Clerk

PARKER McCAY P.A.

A Firm of Attorneys-at-Law

By: _____
GEORGE M. MORRIS, ESQUIRE
A Member of the Firm

ATTEST: _____
CAROLYN J. RUTSKY, CFO/COO
PARKER McCAY P.A.



PARKER McCAY

FEE SCHEDULE

PARKER McCAY P.A. 2022 FEE SCHEDULE OPRA Attorney

- | | | |
|------|--|---|
| I. | For services rendered to the municipality, including, but not necessarily limited to, telephone conferences; drafting ordinances, resolutions, contracts and other documents; legal research (other than in connection with litigated matters); opinion letters; travel and attendance at meetings; and any other general legal services not pertaining to or connected with litigation or bond issues | \$205.00 per hour
blended rate |
| II. | Labor negotiations and related services | \$215.00 per hour
blended rate |
| III. | Legal work in connection to bond issues, including review of bond counsel's submissions, and general advice concerning entire matter, as well as any follow-up work relating to re-issues, opinion letters, and any other services specifically dealing with bond issues | To Be Based
Upon Size of
Bond Issue |



FEE PROPOSAL

- IV. Motions to file late notices of tort claim; pre-litigation management of claims; and the defense of claims falling under the New Jersey Tort Claims Act, which do not involve claims also brought under 42 U.S.C. Section 1983 and/or the United States Constitution; and other litigation matters. \$235.00 per hour for all attorneys
- V. Paralegals, Law Clerks \$100.00 per hour
- VI. Costs:

Photocopying; travel; postage, filing fees, deposition costs, and the like, if advanced by the firm, shall be reimbursed to the firm on a dollar-for-dollar basis.

Itemized statements showing services rendered and disbursements made by the firm on behalf of the municipality will be submitted on a monthly basis, together with an appropriate voucher for payment.

****The Firm reserves the right to negotiate a different hourly rate on matters involving particular expertise, such as in the areas of Mt. Laurel II/Affordable Housing Litigation; Employment Litigation; Environmental Litigation; Redevelopment matters; and other sophisticated areas of practice calling for a specialized knowledge of law, as well as developer and land use escrow accounts, civil rights issues and prerogative writ matters, and tax court matters within a range between \$205.00 and \$275.00 per hour, subject to approval of the governing body and/or the Township Administration.

**CONTRACT FOR PROFESSIONAL PLANNING SERVICES
AS AFFORDABLE HOUSING PLANNER (ANNUAL CONTRACT)
FOR THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY**

THIS AGREEMENT is made as of this _____ day of _____, _____

BETWEEN:

City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

hereinafter referred to as CLIENT

AND

Kyle + McManus Associates, LLC
2 East Broad Street, 2nd Floor
PO Box 236
Hopewell, NJ 08525

who shall be the AFFORDABLE HOUSING PLANNER hereinafter referred to as PLANNER.

WHEREAS, the CLIENT desires to engage the PLANNER to serve as the Affordable Housing Planner for the purpose of rendering planning services when the need arises and upon the request of the Governing Body; and

WHEREAS, by entering into this CONTRACT, the CLIENT acknowledges that the services to be performed by the PLANNER shall be considered a "Professional Service" in accordance with N.J.S.A. 40A:11-1 et. seq.; and

WHEREAS, Elizabeth McManus, PP, AICP of Kyle + McManus Associates, LLC shall be designated as the Affordable Housing Planner on behalf of the CLIENT; and

WHEREAS, PLANNER certifies that it is in compliance with Pay-to-Play Laws, P.L.2004, c.19 and P.L.2005, c.271, including any applicable local ordinance(s) addressing political contributions, effective as of the date of this agreement.

NOW, THEREFORE, the CLIENT and PLANNER, in consideration of their mutual covenants and promises, agree as follows:

SECTION I -- PROFESSIONAL SERVICES OF THE PLANNER

The PLANNER shall provide basic professional planning services as required by CLIENT which may include the following:

1. Serve as an affordable housing consultant to the CLIENT;
2. Provide technical and planning advice to the CLIENT;
3. Review the applications, reports, and plans submitted by others to the CLIENT;

4. Consult with others and the CLIENT with respect to the foregoing matters, and all other planning matters, related to the duties and responsibilities of the CLIENT;
5. Furnish pertinent reports, counseling, and advice to the CLIENT as required;
6. Serve as an affordable housing planning consultant to the Governing Body, Planning Board and other municipal officials, boards, commissions and bodies of the CLIENT.
7. Review and/or prepare Master Plans and development ordinances as requested by the CLIENT.
8. Provide professional planning and zoning studies, reports and testimony as requested by the CLIENT.
9. Perform such other duties and functions as may be requested by the CLIENT; and
10. Attend meetings of the CLIENT as directed.

SECTION II -- CLIENT'S RESPONSIBILITIES

The CLIENT agrees to:

1. Make such records and information available to the PLANNER as may be required to assist him in the performance of his duties.
2. Authorize and direct committees, employees, and agents of the CLIENT to consult with the PLANNER at all reasonable times upon the request of the PLANNER regarding:
 - A. The work and services to be done or rendered by the PLANNER and/or others in the employ of the CLIENT;
 - B. The applications, plans, and reports to be reviewed by the PLANNER, submitted by others to the CLIENT;
 - C. The coordination of PLANNER'S professional services for any project or application; and,
 - D. Any and all other matters, as requested by the PLANNER, relating to the work and services of the PLANNER.
3. Submit to the PLANNER all relevant applications, plans, and reports prepared by others within such time to allow PLANNER ample opportunity to properly review same, consult with respect thereto and to make any necessary reports to the CLIENT, without the PLANNER causing a delay in the progress of the work.
4. Authorize the PLANNER to undertake additional services related to special projects ("Additional Services") if deemed necessary. Such authorization shall be by resolution of the CLIENT and memorialized in writing between the parties prior to commencement of said services. The PLANNER

shall be compensated for Additional Services in accordance with the negotiated fee agreed to between CLIENT and PLANNER, which shall be memorialized in the resolution authorizing the Additional Services.

SECTION III -- COMPENSATION OF THE PLANNER

1. For the services rendered by the PLANNER under this Agreement, the CLIENT shall pay and the PLANNER shall receive the following described sums:

- A. Professional Services:

For all professional services provided pursuant to Section I of this Agreement, the PLANNER shall be compensated at a rate consistent with Exhibit B. On any task for which the PLANNER is to be compensated from an escrow account for review and/or inspection services, CLIENT shall cooperate with the PLANNER and communicate the escrow account status throughout the extent of the application process or construction to assist PLANNER in ensuring that there are adequate funds for the services requested. At any time an escrow account is less than \$1,500, CLIENT shall provide immediate notice to PLANNER so that PLANNER can assess the prospective services requested and compare same to the escrow account balance prior to any further performance. All other work performed by staff other than the PLANNER will be billed in accordance with the Rate Schedule attached as Exhibit B.

- B. Additional Services:

For the additional services performed under Section II of this Agreement, the PLANNER shall be compensated in accordance with the negotiated fee as set forth in writing between the parties.

- C. Attendance at Meetings:

The PLANNER shall attend scheduled workshop and public meetings of the CLIENT as requested. The PLANNER shall be compensated for said meetings at a consistent with Exhibit B. PLANNER shall be compensated for a minimum of two (2) hours of time for each meeting.

- D. Travel Expenses

The PLANNER shall not charge for travel time or mileage for regularly scheduled public Planning Board or Zoning Board of Adjustment meetings. Travel and mileage for all other meetings shall be paid consistent with Exhibit B.

- E. Additional Expenses:

Expenses for postage and production of documents (including photo copies and color and/or other exhibits) and all other expenses specifically related to the work performed under this Agreement shall be reimbursed to the PLANNER in accordance Exhibit B.

2. Vouchers or invoices shall be issued monthly for services performed. Such billings shall be due when rendered. In the event CLIENT or a Developer/Applicant has a dispute with an invoice (or any portion of an invoice), CLIENT or Developer/Applicant shall nevertheless pay all undisputed invoices, or undisputed portions thereof, no later than 60 days from the date of the invoice. PLANNER agrees to negotiate any and all disputes in good faith with an effort of resolving the dispute within sixty (60) days of the subject invoice date.
3. In the event CLIENT requires PLANNER'S services beyond the termination date specified in SECTION V, PLANNER'S Schedule of Rates shall be subject to an equitable adjustment in January to reflect changes in the various elements that comprise the rates. All adjustments will be in pursuant to an agreement reached between the CLIENT and the PLANNER reduced to writing and deemed a modification of this Agreement.

SECTION IV -- PERIOD OF SERVICE

1. This Agreement shall have an effective commencement date of January 1, 2022 and shall terminate on December 31, 2022. Should the PLANNER'S services be required beyond that time, the PLANNER'S compensation for such work shall be subject to renegotiation, provided however, compensation shall not be lower than the rate provided in this agreement.

SECTION V -- STATUS OF PLANNER

1. To the extent permitted by law, the PLANNER, when engaged in the performance of duties and services as AFFORDABLE HOUSING PLANNER set forth herein (including specifically in Section I hereof), shall, only in the event of litigation, have the status of an agent of the Municipality for the sole and limited purposes of Title 59 Immunity (P.L.1972, c.45) allowing PLANNER to therefore be entitled to all immunities normally afforded to a MUNICIPAL employee or agent under Title 59.
2. The CLIENT, subject to appropriation and availability of funds, authorizes the PLANNER to secure any and all professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is expressly agreed and understood that services will be provided and certain functions will be performed on behalf of the CLIENT, pursuant to the terms of this proposal, by employees of Kyle + McManus Associates.
3. The professional, technical and non-technical staff referred to in subpart 2 hereof, when they are engaged on behalf of the CLIENT in the performance of the duties and services referred to in Section I hereof, shall be afforded Title 59 Immunity, to the extent permitted by law, as set forth in subpart 1, hereof.

SECTION VI -- OWNERSHIP AND REUSE OF DOCUMENTS

1. All final plans and specifications, ordered by the CLIENT and prepared by the PLANNER shall become the joint property of the CLIENT and the PLANNER. At the completion of work or in the event of termination, all work sheets and internal office communications of the PLANNER, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the PLANNER, as instruments of service. The CLIENT, at its expense, may obtain extra prints of final drawings and specifications.
2. All documents including drawings and specifications prepared by the PLANNER pursuant to this Agreement are Instruments of Service with respect to a specific project. They are not intended or represented to be suitable for reuse of the CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by the PLANNER for the specific purpose intended will be at the CLIENT's sole risk, with no liability or exposure to PLANNER; and the CLIENT shall indemnify and hold harmless PLANNER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such unauthorized use. Any such verification or adaptation will entitle PLANNER to further compensation at rates to be agreed upon by the CLIENT and PLANNER.

SECTION VII -- INSURANCE AND INDEMNIFICATION

1. PLANNER shall secure and maintain Workman's Compensation Insurance (as required by Law) and General Liability Insurance (as required by contract) to protect the PLANNER and/or Its Employees and agents from claims for bodily injury, death or property damage which may arise from the performance of services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 with a \$2,000,000 excess liability coverage. The PLANNER shall provide Certificates of Insurance to the CLIENT prior to the performance of any services.
2. PLANNER shall also provide and maintain Professional Liability (Errors and Omissions) Insurance for claims which arise from any negligent performance of the PLANNER pursuant to this agreement. The limits of PLANNER'S Professional Liability insurance are currently \$1,000,000 per claim.
3. The CLIENT acknowledges that although the PLANNER is to cooperate with and make recommendations to the CLIENT with respect to planning matters related to the services provided by PLANNER, the final decisions are within the CLIENT's discretion and are to be made by the CLIENT.
4. The PLANNER shall not be liable in any way for any decision of the CLIENT (or consequences thereof) which (i) are not in accordance with the recommendations of the PLANNER, or (ii) are based on or related to any failure on the part of the CLIENT to accept or follow any recommendations of the PLANNER. In such event, the CLIENT hereby releases the PLANNER from any and all liability and waives any and all claims against the PLANNER arising out of or relating to any such decisions or the consequences thereof, and agrees to indemnify, defend, and save harmless the PLANNER against loss, liability, claim, damage, and expense, including reasonable counsel fees, arising out of or relating to any such decisions or the consequences thereof.

5. PLANNER agrees subject to the provisions herein, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by PLANNER's negligent acts, errors or omissions (and those of his or her contractors, subcontractors or consultants or anyone for whom the PLANNER is legally liable) in the performance of professional services under this Agreement.
6. The CLIENT agrees subject to the provisions herein, to indemnify and hold PLANNER harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions.

SECTION VIII -- LITIGATION AND ADDITIONAL INVESTIGATION

1. If requested by the client or directed by subpoena or court order, or in response to an Open Public Records Act ("OPRA") request, the PLANNER shall prepare for AND appear in litigation matters or provide project documents on behalf of the CLIENT or make investigations or reports in connection therewith in accordance with Exhibit B, specifically the Public Client Litigation Rate Schedule, or other consideration for such additional compensation as the PLANNER and CLIENT shall previously agree to in writing.

SECTION IX -- ENTIRE AGREEMENT

1. This Agreement represents the entire agreement between the CLIENT and the PLANNER relating to the subject matter hereof and no representations or agreements made by either party or by any representative of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party.
2. No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification.

SECTION X -- STATUTORILY REQUIRED AFFIRMATIVE ACTION CLAUSES

1. The PLANNER and the CLIENT hereby incorporate by reference into this Agreement the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127 and N.J.S.A. 10:5-31, as amended and supplemented from time to time, and PLANNER agrees to comply fully with the terms, provisions and conditions of Subsection 3.4(a), and Section 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations. The Affirmative Action Language set forth in Exhibit A is also made a part hereof.

SECTION XI -- AMERICANS WITH DISABILITIES ACT

1. The PLANNER and the CLIENT do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 ("Act") (U.S.C. Sec. 12101 et seq.), which prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Agreement.

SECTION XII -- CONTROLLING LAW

1. The laws of the State of New Jersey shall govern this Agreement.

SECTION XIII -- SUCCESSORS AND ASSIGNS

1. Each Party to the Agreement is hereby bound to the terms and conditions contained in this Agreement and the legal representatives, successors and assignees of this Agreement, if any, shall also be bound to the terms and conditions contained herein.

SECTION XIV - SEVERABILITY

1. Any provision of this Agreement held to be void and unenforceable under any law or regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon the parties to this Agreement.

SECTION XV - TERMINATION OF APPOINTMENT

1. The parties agree that this agreement is a professional services contract and that Client may terminate the Planner at any time during the course of the contract term with or without cause.

IN WITNESS WHEREOF, the CLIENT and PLANNER have caused this Instrument to be executed in its respective name and behalf as of the day and year herein written.

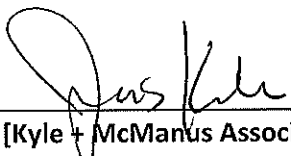
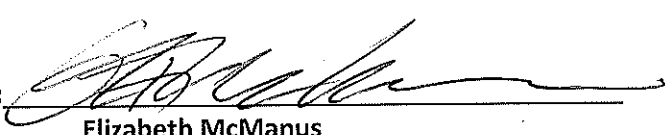
WITNESS

City of Asbury Park

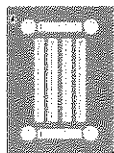
BY: _____ BY: _____
 [Municipal Witness] [Municipal Signature]

WITNESS

KYLE MCMANUS ASSOCIATES, LLC

BY:  BY: 
 [Kyle + McManus Associates, LLC Witness] Elizabeth McManus
 Principal

Attachment: Kyle + McManus- Affordable Housing Planner (2022-37 : Affordable Housing Planner Appointment 2021)



**GENOVA
BURNS**
ATTORNEYS-AT-LAW

Genova Burns LLC
494 Broad Street, Newark, NJ 07102
Tel: 973.533.0777 Fax: 973.533.1112
Web: www.genovaburns.com

Rajiv D. Parikh, Esq.
Partner
Member of NJ and NY Bars
rparikh@genovaburns.com
Direct: 973-535-4446

November 12, 2021

VIA UPS

Melody Hartsgrove, City Clerk
City of Asbury Park
Municipal Plaza
Asbury Park, New Jersey 07712

Re: Agreement Regarding Legal Services

Dear Mayor Moor, Deputy Mayor Quinn, Honorable Members of the City Council, Ms. Vieiro and Ms. Hartsgrove:

We are pleased to have this opportunity to provide legal services to you. This correspondence is intended to inform you of the terms and conditions for our engagement for the matter described in detail below:

Client: City of Asbury Park, Municipal Plaza, Asbury Park, NJ 07712, referred to as "You and "Your", AND **Genova Burns LLC**, 494 Broad Street, Newark, NJ 07102, referred to as "we" or "us".

Scope of Services: **Labor Counsel**, and any other matters as assigned by you that we accept.

The legal services to be provided includes, if necessary, all court appearances, administrative proceedings, conferences, closings, negotiations, meetings, research, investigation, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation and related work including opinion letters.

Legal Fees and Result: We cannot predict or guarantee what your final bill will be. This will depend on the amount of time spent on your case and the amount of other expenses. Moreover, we cannot predict or guarantee the result of our representation in this matter.

Attachment: Genova Burns -Labor Counsel (2022-38 : Labor Counsel Appointment 2022)



Melody Hartsgrove, City Clerk
 November 12, 2021
 Page 2

Hourly Rate: You agree to pay us for legal services at the following hourly rates for services of all attorneys and paraprofessionals. These rates may change from time to time if our regular billing rate changes. You will be given at least thirty (30) days' notice of any change in rates.

<u>Partners:</u>	\$165.00
<u>Counsel:</u>	\$165.00
<u>Of Counsel:</u>	\$165.00
<u>Senior Associates</u>	\$165.00
<u>Junior Associates</u>	\$165.00
<u>Paralegals:</u>	\$ 90.00

All Services Will Be Billed: You will be billed at the hourly rates set forth in above for all services rendered. All services are billed in increments of 1/10th of an hour. This includes telephone calls (minimum charge of six [6] minutes), drafting and reviewing letters, travel time to and from meetings and court, legal research, preparation of pleadings and documents, negotiations and any other services related to your matters, as required.

Future Proceedings: You agree that if the firm or an attorney of our firm is subpoenaed, deposed, called to testify or required to respond to discovery sought from the firm or attorney in the context of legal proceedings concerning any aspect of the legal services that we provide for you, we will be compensated for that person's services in connection therewith (including preparation) at his or her customary hourly rate to clients at the time of such proceedings. You also agree that we will be entitled to full reimbursement for costs incurred in connection with the production of documents in response to subpoenas and demands for the production of documents issued in any such proceedings. Your obligations under this provision will survive any termination of our representation (whether by you or by us).

Costs and Expenses: In addition to legal fees, you must pay the following costs and expenses if they become necessary: experts' fees, court costs, filing fees, recording fees, accountants' fees, appraisers' fees, service fees, investigator fees, computerized legal research costs, electronic discovery collection, processing and hosting costs, deposition costs, messenger services, delivery charges, photocopying and supply charges, travel expenses, secretarial overtime, if necessary, and any other necessary costs and expenses in this matter. Expert fees

Attachment: Genova Burns -Labor Counsel (2022-38 : Labor Counsel Appointment 2022)



Melody Hartsgrove, City Clerk
 November 12, 2021
 Page 3

will be discussed with and approved by you prior to being incurred. We may require that expert(s) be retained directly by you. You would then be solely responsible to pay the expert(s).

Statements: We will send you itemized statements on a monthly basis; although, in some instances we may defer sending you statements for one or more months. We may require that costs and expenses be paid in advance. All other statements for costs and legal expenses are due upon receipt. Each statement sets forth the service performed, the time expended and date performed. If we email statements to you, hard copies will be provided only upon your request.

Payment Due: Statements are due and payable by you upon receipt. We will deem a statement past due after thirty (30) days. We reserve the right to add a finance charge of six (6%) percent on all past due invoices. When a statement becomes past due, we reserve the right to terminate our services to you and proceed to pursue a collection action against you for unpaid invoices. The attorney fees and costs incurred in the collection matter, including an allowance for professional time expended by attorneys in our firm at their customary rates and reasonable expenses, will be included as part of our claim against you. You will be responsible for these additional attorney fees and costs whether the collection efforts are pursuant to our participation in the Supreme Court mandated fee arbitration program (R.1:20A) or as part of a law suit filed in state or federal court.

Retention of the Entire Firm: You have retained the entire law firm. While one attorney shall be primarily responsible for your matter and will directly supervise all aspects of it, we reserve the right to assign certain portions of the work in representing you to other attorneys within the firm.

Your Responsibility: You must fully cooperate with us and provide all information relevant to the issues involved in your matters. You must also pay all statements as required by this Agreement. You must promptly notify us of any change in your address, telephone number(s), email address(es) or other contact information. You can reduce your legal fees substantially by complying with our requests for information on a timely basis and in an organized form. If you do not comply with these requirements, we may withdraw from representing you consistent with our ethical obligations to you, at which time you will pay us the full amount owed to us.

Attachment: Genova Burns -Labor Counsel (2022-38 : Labor Counsel Appointment 2022)



Melody Hartsgrove, City Clerk
 November 12, 2021
 Page 4

Termination: You are free to obtain a new attorney at any time. In such event you will notify us in writing of your desire to obtain a new attorney as soon as possible. You will pay us what you owe up to the time of that written notice. We will forward a copy of your file to the attorney of your choice. You or your new attorney will be responsible for the costs of such duplication of your file. If permission from a Court is required to transfer your file to your new attorney, he or she shall have the responsibility for obtaining that permission. Additionally, we retain our right to terminate our representation of you, at any time and for any reason, in compliance with any applicable rules governing our professional conduct, and in accordance with any applicable orders of court.

Fee Arbitration: In the event of any fee dispute with you, you have the option to refer the matter to the appropriate Fee Arbitration Committee established by the New Jersey Supreme Court (R.1:20A). If you elect to pursue the fee dispute through fee arbitration, we will provide you with the applicable court rules for submission to fee arbitration upon your request and in accordance with any obligations to do so under applicable Court Rules.

Forum Selection: In the event of any dispute relating to this Agreement and/or the parties' relationship that cannot be resolved through fee arbitration (as set forth herein), you and we agree to the exclusive jurisdiction of the state and federal courts of New Jersey to hear and resolve such disputes.

Competent Services: We agree to provide conscientious, competent, ethical and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. Our goal is the best net result for you, taking our fees and your costs into consideration.

No Guarantee: However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, we cannot and do not warrant, predict or guarantee results or the final outcome of any case or matter.

Reimbursement for Fees: If the nature of your case or matter seeks reimbursement from another party, insurer, or entity for your legal fees, we shall not endeavor to obtain such reimbursement for you.

Electronic Communications: It has become customary for attorney-client communications to use electronic mail transmitted via the internet, including the use of online commercial e-mail

Attachment: Genova Burns -Labor Counsel (2022-38 : Labor Counsel Appointment 2022)



Melody Hartsgrove, City Clerk
 November 12, 2021
 Page 5

services that store information on their servers, notwithstanding that such use and storage may heighten the risk of inadvertent or unintended disclosures or other adverse consequences occurring. You hereby confirm that you invite and prefer the use of such communications and services, and of cellular telephones, text messaging and fax transmissions, because of their efficiency and convenience. You also confirm that you are aware of and accept the risks of any adverse consequences, which could include the loss of attorney-client privilege, attorney work product confidentiality, or other protections and the risk of inadvertent disclosure of your confidential information.

Technology: To enhance the efficiency of our practice, we use, and may further use, a variety of technology, including third party cloud based platforms to store documents, analyze discovery, communicate with clients and other activities. You consent to our use of these services to store your files, communicate with you and carry out other necessary tasks related to our representation.

Signatures: All of us have read and agree to this Agreement and are authorized to execute same on behalf of the entity(s) identified below. We have answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement. Any electronic or facsimile signature shall be deemed an original.

Very truly yours,

GENOVA BURNS LLC


 RAJIV D. PARIKH

Approved and Agreed:

CITY OF ASBURY PARK

By: _____
 MELODY HARTSGROVE, City Clerk

#16204761 (9998.070)

Genova Burns LLC

Newark, NJ * New York, NY * Camden, NJ * Lambertville, NJ * Philadelphia, PA * Jersey City, NJ * Rockton, NJ

Packet Pg. 115

Attachment: Genova Burns -Labor Counsel (2022-38 : Labor Counsel Appointment 2022)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the City of Asbury Park (hereinafter referred to as "City"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the City and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the City Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2022 for a period of twelve (12) months terminating at the close of business on the 31st day of December, 2022. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and City Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.

- d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.
4. CGP&H hereby represents to the City that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the City of Asbury Park during the period set forth herein above.
6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the City of Asbury Park as evidenced by a duly adopted Resolution.
7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the City showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the City of Asbury Park harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the City of Asbury Park Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

CITY OF ASBURY PARK

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

WITNESS:

CGP&H, LLC

NAME: Mateusz Pitrus

NAME: Randall Gottesman, PP

TITLE: Business Operations Associate

TITLE: President

DATE: _____

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ day of January 2022 by and between:

City of Asbury Park, a Municipal Corporation of the State of New Jersey
One Municipal Plaza
Asbury Park, NJ 07712

Hereinafter referred to as the "CITY"

And: **SURENIAN, EDWARDS & NOLAN LLC**
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742

Hereinafter referred to as "Special Counsel", "Contractor" or "Firm"

WITNESSETH:

1. The City hereby appoints and employs the Special Counsel to assist the City and its legal counsel in helping the City address its responsibilities with respect to its affordable-housing obligations in any proceeding involving (a) a New Jersey court of competent jurisdiction, and/or (b) the New Jersey Council on Affordable Housing ("COAH") should it resume its duties.

2. Special Counsel shall bill the City at the following rates:

- (a) \$200.00 per hour for all time spent by Jeffrey R. Surenian or Michael J. Edwards;
- (b) \$185.00 per hour for all time spent by Erik C. Nolan;
- (c) \$175.00 per hour for all time spent by AnnMarie Harrison, Nancy L. Holm, or Christine Faustini;
- (c) \$90.00 per hour for all paralegal work;
- (d) For any new hires, Firm will communicate with the City prior to the commencement of any work.

3. The City shall pay all disbursements incurred by the Firm, at the Firm's normal rate, such as, but not limited to, photocopying and printing charges (at \$0.25 per page); facsimile charges (at \$1.00 per page); telephone charges; travel expenses, mileage (at standard IRS rate, plus tolls); video conferencing charges; scanning charges (at \$0.25 per page); messenger fees; filing fees; recording fees, etc.

4. The Special Counsel shall bill the City on a monthly basis. In the event that the bills exceed the amount budgeted, the City shall either make another appropriation or advise the Special Counsel to stop work immediately.

5. The City shall pay all bills within forty-five (45) days from date mailed.

6. As a prerequisite to payment, Special Counsel shall complete and execute vouchers provided by the City, which the Firm shall be free to submit with each bill, so that said bill may be paid upon approval.

7. The Firm is aware that the City has enacted Section 2-76 of the Asbury Park City Code, which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations, to any City of Asbury Park candidate or holder of the public office within the City having ultimate responsibility for the award of their contracts, or to any City of Asbury Park or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Asbury Park municipal candidates or municipal officeholders. The parties hereby recognize that the Firm is subject to this prohibition. It shall, therefore, be a breach of this Agreement for

the Firm to violate the requirements of Section 2-76 of the City Code during the term of this Agreement.

8. Political Contribution Disclosure: The within Agreement has been awarded to the Firm based upon the merits and abilities of the Firm to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Attorney's Law Firm, and the Law Firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of the Law Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Firm's eligibility to perform this Agreement, nor will Law Firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

9. Attached hereto and incorporated herein are:

Attachments

- Mandatory Equal Employment Opportunity Language
- Affirmative Action
- Americans with Disabilities Act language
- Business Entity Disclosure Certification
- Political Contribution Disclosure Form
- W9

- Disclosure of Investment Activities in Iran
- Certificate of Liability Insurance
- Business Registration Certificate

10. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this Agreement with the surviving portion remaining in full force and effect.

11. The terms of this Agreement shall be in effect from January 1, 2022 until December 31, 2022.

CITY OF ASBURY PARK

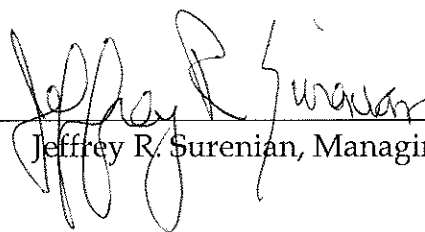
ATTEST:

By

, Mayor

SURENIAN, EDWARDS & NOLAN LLC

By


Jeffrey R. Surenian, Managing Member

Sworn and subscribed to before me on
this 27 day of OCTOBER, 2021



A Notary Public of New Jersey
My commission expires:

LINDA O'BRIEN
A Notary Public of New Jersey
My Commission Expires July 25, 2022

SURENIAN, EDWARDS & NOLAN LLC

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Packet Pg. 122

**AGREEMENT FOR PROFESSIONAL SERVICES
MUNICIPAL PROSECUTOR, BOROUGH OF HIGHLANDS**

THIS AGREEMENT, made the _____ day of _____, 2022, by and between THE CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, located at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the “City”) and JAMES N. BUTLER, JR., ESQUIRE, An Attorney at Law of the State of New Jersey, located at 601 Bangs Avenue, Suite 507, Asbury Park, New Jersey, 07712 (hereinafter the “Attorney” or “Municipal Prosecutor”);

AND, IT APPEARING that the City has a need to engage the services of a Municipal Prosecutor for the calendar year 2022 who shall perform all of the duties prescribed in N.J.S.A. 2B:25-5, *et seq.*, including, but not limited to the prosecution of criminal, quasi-criminal, and disorderly persons offenses, along with motor vehicle offenses, and any other matters for which the City’s Municipal Court has jurisdiction pursuant to law and rule of the Supreme Court of the State of New Jersey;

AND IT FURTHER APPEARING that on January 1, 2022, the City of Asbury Park intends to adopt a Resolution authorizing the award of a professional services contract for the aforesaid services to the Attorney pursuant to the “fair and open” process in accordance with the New Jersey Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), *et seq.* and the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A20.4, *et seq.*;

AND the City and Attorney wish to set forth their respective rights and responsibilities in the within Agreement;

THEREFORE, IT IS AGREED as follows:

1. The City hereby appoints and employs the attorney to serve as the Municipal Prosecutor in accordance with the statutes and ordinances pertaining thereto, subject to the terms and conditions contained herein.

2. The Attorney hereby accepts this appointment and agrees to serve as the Municipal Prosecutor for of one year, from January 1, 2022 through December 31, 2022, and in accordance with the terms and conditions contained in this Agreement.

3. The City hereby agrees to pay the Attorney for the services performed by him in his capacity as Municipal Prosecutor for the calendar year 2022:

- (a) \$650.00 per municipal court session; and
- (b) \$150.00 per hour for all Court matters held in Superior Court.

4. The fees and costs paid to the Attorney shall not exceed the amount budgeted for such purposes in budgets heretofore or hereafter adopted by the City of Asbury Park.

5. The Attorney shall bill the City monthly for all services rendered on vouchers as required by the City. The City agrees to process and pay said vouchers when audited and found correct. Payment will be made within (30) days of the submission of an audited and approved voucher.

6. The Attorney is aware that the City has enacted Section 2-76 of the Asbury Park City Code which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations to any City of Asbury Park candidate or holder of a public office within the City having ultimate responsibility for the award of his contract, or to any City of Asbury Park or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting Asbury Park City

municipal candidates or municipal officeholders. The parties hereby recognize that the Attorney is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Attorney to violate the requirements of the Section 2-76 of the City Code during the term of this agreement.

7. Statutorily Required Affirmative Action Clause:

During the term of this agreement, the City and the Attorney hereby incorporate into this Agreement the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C 127) N.J.A.C. 17:27, as amended and supplemented from time to time as set forth Exhibit "A" attached. The Attorney shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as "Exhibit "B". Both Exhibits are incorporated hereby by reference. The Attorney shall submit a copy of the Certificate of Employee Information Report Form AA302 (Initial Employee Information Report) prior to any payments being made under this Contract.

8. Political Contribution Disclosure:

The within Agreement has been awarded to the Contractor (Attorney) based upon the merits and abilities of the Contractor (Attorney) to provide the services described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor (Attorney) his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of this/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's (Attorney's) eligibility to perform this Agreement, nor will the Contractor (Attorney) or his/her firm make a reportable contribution during the term of the within Agreement to any

political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

9. The Attorney shall also execute the "Americans with Disabilities Act of 1990" Certification attached hereto as Exhibit "C" which shall be incorporated herein by reference.

10. Subject to the provision of Paragraph 11 below, this Contract shall commence on January 1, 2022 and expires on December 31, 2022, or until the appointment and qualification of a successor to the Attorney.

11. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice.

12. This Contract is subject to the review and approval of the New Jersey Division of Local Government Services (the "Division"), in accordance with the Memorandum of Understanding executed by the Division and the City regarding the provision of state funding to the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST CLERK/WITNESS

BY: _____
MELODY HARTSGROVE,
CITY CLERK

CITY OF ASBURY PARK

BY: _____
JOHN B. MOOR, MAYOR


JAMES N. BUTLER, JR., ESQUIRE

Attachment: James Butler- Municipal Prosecutor (2022-41 : Appointing City Prosecutor 2022)



Suite 105
150 Morristown Road
Bernardsville, NJ 07924

tel: 908-953-9300
fax: 908-953-2969
shainlaw.com

NEW YORK OFFICE
872 Madison Avenue, Suite 2A
New York, NY 10021

REPLY TO BERNARDSVILLE OFFICE

October 19, 2021

VIA E-MAIL – Michael.delre@cityofasburypark.com

Michael Delre, Assessor
City of Asbury Park
1 Municipal Plaza
Asbury Park, New Jersey 07712

Re: **Municipal Tax Appeal Attorney – 2022**

Dear Mr. Delre:

It was a pleasure speaking with you this afternoon. As I mentioned over the phone, I am interested in the City of Asbury Park's 2022 Tax Appeal Attorney position and appreciate the opportunity to be considered. My firm, Shain Schaffer PC, is a Professional Corporation with offices located at 150 Morristown Road, Suite 105, Bernardsville, New Jersey 07924. The Principals are Marguerite M. Schaffer, Esq. and Joel L. Shain, Esq. I am the Firm's lead Tax Appeal attorney.

The Firm has been in practice for forty-three years and has over thirty years of experience representing municipal clients in tax appeal matters. Currently we represent the Boroughs of Bradley Beach, Bound Brook and Fanwood, and the Township of Franklin, in property tax matters. In addition, for more than two decades, the Firm represented the Township of Monroe in property tax matters.

I personally have over twenty years of litigation experience and have been representing municipal clients on tax matters for over ten years. I am a former member of the Halpern Furman Inn of Court, and was admitted to the New Jersey Bar, the U.S. District Court, District of New Jersey, and the United States Court of Appeals, Third Circuit, in 1996. I regularly appear before the Tax Court and County Tax Boards on behalf of the Firm's clients and have appeared numerous times before Judge Sundar, who is currently assigned to hear the City of Asbury Park's tax appeals. I have handled tax matters involving multi-million-dollar assessments and an assortment of commercial properties ranging from office buildings to industrial space to garden apartments. For your convenience, a copy of my resume is attached.

Attachment: Gregory (2022-45 : Special Tax Counsel Appointment 2022)

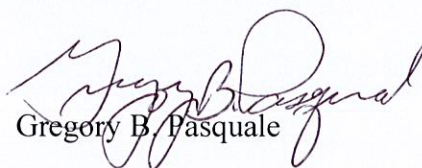
Michael Delre, Assessor
October 19, 2021
Page 2

As I stated over the phone, we propose providing services as the City of Asbury Park's Tax Appeal Attorney at the hourly rate of \$165.00 per hour, billed in tenths of an hour increments, with a minimum increment of two tenths of an hour. The Firm's Paralegals will be billed at \$75.00 per hour. The Firm shall provide all required legal services on behalf of the City of Asbury Park in connection with tax appeals filed or to be filed with the Monmouth County Board of Taxation and/or the Tax Court of New Jersey, including but not limited to, the defense of tax appeals, the filing of Answers and Counterclaims, Chapter 91 or other Motion practice, negotiations with adverse counsel, and appearances before the Tax Court of New Jersey and/or Monmouth County Board of Taxation. Out-of-pocket disbursements and costs incurred on behalf of the City will be itemized on each bill at the actual cost incurred.

Thank you again for the opportunity to be considered. If you should have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

SHAIN SCHAFFER PC


Gregory B. Pasquale

GBP/ya
Attachments

Attachment: Gregory (2022-45 : Special Tax Counsel Appointment 2022)



GREGORY B. PASQUALE

PARTNER/ASSISTANT SECRETARY

Gregory B. Pasquale is a Partner at Shain Schaffer PC, a law firm located in Bernardsville, New Jersey. Mr. Pasquale has a broad-based practice providing advice to individuals, corporations and municipalities on matters ranging from employment issues to regulatory compliance. Mr. Pasquale has over twenty years of experience as a general litigator representing clients on matters involving

property tax appeals, energy law, environmental issues, construction disputes, banking law, personal injury, as well as State and Federal criminal investigations.

Mr. Pasquale has litigated cases in State Superior Court, Tax Court and Federal Court, and has appeared before the New Jersey Appellate Division and the Third Circuit Court of Appeals. Noteworthy issues he has litigated include a company's right to retain counsel for employees implicated in a criminal investigation, rollback tax exemption for a state agency's purchase of farmland for wetlands mitigation purposes, the choice of law under the Federal Tort Claims Act, and the Court's exercise of personal jurisdiction over foreign corporations.

Trial experience includes first chair jury trials and commercial arbitrations, multimillion dollar tax appeals and construction arbitration. Appellate experience includes preparing briefs and appendixes, arguing matters before the United States Third Circuit and New Jersey Appellate Courts.

Mr. Pasquale received his undergraduate degree from LaSalle University in 1985 and graduated with Honors from Pace University School of Law. He is a member of the Joseph Halpern – David Furman American Inn of Court and he has co-authored, with Mr. Shain, several articles which have appeared in the New Jersey League of Municipalities Magazine.



Suite 105
150 Morristown Road
Bernardsville, NJ 07924

tel: 908-953-9300
fax: 908-953-2969
shainlaw.com

NEW YORK OFFICE
872 Madison Avenue, Suite 2A
New York, NY 10021

REPLY TO BERNARDSVILLE OFFICE

Gregory B. Pasquale

LEGAL EXPERIENCE

SHAIN SCHAFFER PC

Bernardsville, NJ

Partner

March 2007 - Present

Practice areas include general municipal law, municipal tax appeals, energy law, environmental law, construction law, civil litigation, banking law, commercial litigation, state and federal criminal investigations, personal injury and civil rights. Responsibilities include providing general legal advice to municipalities and corporations, representing clients in various legal proceedings including tax appeals and administrative hearings, reviewing and drafting contracts, drafting ordinances, assisting and supervising junior associates, managing all facets of litigation from pleadings, discovery, motion practice, and arbitrations, to trials and appeals.

Trial experience includes first chair jury trials and commercial arbitrations, multimillion dollar tax appeals and construction arbitration. Appellate experience includes preparing briefs and appendixes, arguing matters before the United States Third Circuit and New Jersey Appellate Courts.

Reported Decisions include *In re State Grand Jury Investigation*, 200 N.J. 481 (2009) (company right to hire counsel for employees in criminal investigation); *New Jersey Turnpike Authority v. Township of Monroe*, 28 N.J. Tax 158 (Tax 2014); *New Jersey Turnpike Authority v. Township of Monroe*, 28 N.J. Tax 144 (Tax 2014) (application of the farmland roll back tax exemption for freshwater wetlands mitigation purchase)

Unreported Appellate decisions: *Rezac v. JMK Auto Sales, Inc.*, 2013 WL 1907739 (N.J. App. Div. May 9, 2013)(consumer fraud claim); *Chase Home Finance, LLC v. Cunder*, 2011 WL 6183458 (N.J. App. Div. December 14, 2011)(contested foreclosure); *Gregory D'Alessandro Enterprises, Inc. v. Universal Marketing Group, LLC*, 2008 WL 794468 (N.J. App. Div. March 27, 2008) (employee breach of loyalty).

DRINKER BIDDLE & REATH LLP

Florham Park, NJ and Princeton, NJ

Litigation Associate

April 1996-February 2007

Responsible for managing all aspects of litigation ranging from pleadings, discovery, motion practice, arbitrations, trials and appeals. Participated in cases involving appeal of State business income tax assessments; products liability claims, aviation law, commercial contract disputes, consumer class actions, construction law, environmental insurance coverage, oppressed shareholder claims, state and federal criminal investigations, personal injuries and civil rights. Drafted annual updates to portions of *New Jersey Products Liability Law Book*, 1995-2001.

Reported decisions include: *Fraise v. Terhue*, 283 F.3d 506 (3d Cir. 2002) (prisoners=rights); *Ramadan v. Chase Manhattan Corp.*, 229 F.3d 194 (3d Cir. 2000) (truth in

lending); *Clawans v. The United States of America*, 75 F. Supp. 2d 368 (Dist. N.J. 1999) (choice of law); *Carroll v. United Airlines*, 325 N.J. Super. 353 (App. Div. 1999) (personal jurisdiction).

SHANLEY & FISHER
Florham Park, NJ

Summer Associate
May - August 1995

Conducted legal research, drafted memorandum of law, motions and supporting briefs on various issues ranging from the right to a jury trial to the application of New Jersey's entire controversy doctrine.

EDUCATION

PACE UNIVERSITY SCHOOL OF LAW, White Plains, NY

J.D., January 1996, *cum laude*

Accomplishments: *Pace International Law Review*
Pace University School of Law Trial Competition Team

LA SALLE UNIVERSITY, Philadelphia, PA

B.S., Political Science, May 1985

ADMISSIONS

New Jersey 1996;
United States District Court for the District of New Jersey 1996; and
United States Court of Appeals for the Third Circuit 1997.

AIA® Document B102™ – 2017

Standard Form of Agreement Between Owner and Architect *without a Predefined Scope of Architect's Services*

AGREEMENT made as of the day of in the year 2021
(In words, indicate day, month and year.)



BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712
Telephone Number: 732-775-2100

and the Architect:
(Name, legal status, address and other information)

Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643
Telephone Number: 201-641-0600
Fax Number: 201-641-0626

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive
information as appropriate.)

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

Appointment for Architectural Services for the Calendar Year 2022.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Attachment: Arcari & Iovino- Architectural Services (2022-47 : Architect Appointment 2022)

Init.

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User Notes:

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TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Architectural Services for the Calendar Year 2022 for various municipal projects.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Anthony Iovino, President
Arcari + Iovino Architects, P.C.
1 Katherine Street
Little Ferry, NJ 07643

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

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User Notes:

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§ 1.5.1 Commercial General Liability with policy limits of not less than one million (\$1,000,000.) for each occurrence and two million (\$2,000,000.) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one hundred thousand (\$ 100,000.) each accident, one hundred thousand (\$ 100,000.) each employee, and five hundred thousand (\$ 500,000.) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000.) per claim and two million (\$ 2,000,000.) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Donna Vieiro, City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park , NJ 07712

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope

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of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

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ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs Deleted)

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☒ Other

(Paragraph Deleted)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

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(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Projects with tasks that can be quantified ahead of time can be performed at a negotiated fixed fee if mutually agreed upon otherwise, services required for a particular project will be charged at the hourly rates listed below:

Principal Architect \$160.
Project Architect \$135.
Project Manager \$125.
Sr. Technical Staff \$100.
Draftsperson \$ 85.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs Deleted)

- 1 Printing, reproductions, plots, and standard form documents;
- 2 Postage, handling and delivery;

(Paragraphs Deleted)

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Paragraph Deleted)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraph Deleted)

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

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for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

"Political Contribution Disclosure: The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded."

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect

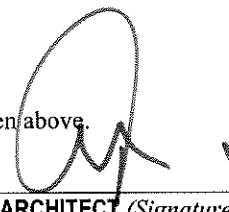
(Paragraphs Deleted)

(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Anthony Iovino, President

(Printed name, title, and license number, if required)

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AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

between

CITY OF ASBURY PARK

and

DMR ARCHITECTS, INC

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made as of the 1st day of January, 2022, by and between the **CITY OF ASBURY PARK**, located at 1 Municipal Plaza, Asbury Park, NJ 07712 (the "City") and **DMR ARCHITECTS**, a corporation, registered in the State of New Jersey, having its principal office located at 777 Terrace # 607, Hasbrouck Heights, New Jersey 07604 ("DMR").

WITNESSETH

WHEREAS, the City requires an architectural firm to provide, on-call, architectural services on an as needed basis, during the course of the term; and

WHEREAS, the City desires to re-appoint DMR Architects as the City's architect of record for the calendar year of 2022 through the "non-fair and open process" as permitted by applicable law; and

WHEREAS, DMR represents that it is capable of and willing to perform such services; and

WHEREAS, the City desires to retain DMR and DMR desires to perform the required services, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual premises, covenants and conditions set forth herein, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** DMR agrees to render and provide professional architectural services as may be required by the City and as assigned and directed by the City. Upon being presented with a project, DMR and the City will mutually agree on a scope of services, which shall be in writing and executed by the Parties. All services shall be performed in accordance with the level of care and skill of similarly architects practicing in the same locale.

2. **TERM.** Notwithstanding the date of this Agreement, the services to be provided under the terms of this Agreement shall begin on January 1, 2022, through the date of the Reorganization Meeting of the City in January, 2023. Notwithstanding anything herein to the contrary, the City may terminate this Agreement at any time during its term for cause.

3. **COMPENSATION.**

3.1. DMR shall perform professional architectural services (which may include sub-

contracted engineering services) either on fixed fee as mutually agreeable by the Parties, based on the scope of services, or on an Hourly Billing basis, pursuant to the hourly rates set forth in Exhibit D and attached hereto. Said hourly rates are the same as prior calendar year rates. The Parties shall mutually agree on the methodology of compensation. All services authorized by City shall be billed to the City on a monthly basis. Payment shall be due on a 30 day basis.

3.2 Not-to-Exceed Amount Under a “non-fair and open process,” the maximum amount of a contract issued by a public entity is \$44,000.00 (*see N.J.S.A. 40A:11-3*), if the public entity employs a Qualified Purchasing Agent (QPA) or \$17,500.00 (*see N.J.S.A. 40A:11-3(2)*), if the City does not employ a QPA. It is DMR Architects understanding that the City employs a QPA and, thus, **the not-to-exceed amount for this contract shall be \$44,000.00.** (If the City does not employ a QPA for calendar year 2022, the not-to-exceed amount for this contract shall be \$17,500.00.

3.3 Reimbursement of Expenses. DMR shall be reimbursed for reasonable and necessary expenses incurred in connection with the services rendered, with a ten percent markup and a prevailing IRS reimbursable mileage rates.

4. SUBCONTRACTS. DMR agrees that it shall not perform any portion of the professional architectural services that are the subject of this Agreement through the use of sub-consultants. Should a project require engineering services or other related services, DMR shall retain a sub-consultant for these services.

5. INSURANCE. DMR shall maintain professional liability/errors and omissions/ malpractice insurance in the minimum amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission and negligence of its officers, agents, representatives, assigns and subcontractors, and submit proof of such coverage to the City at the time of execution of this Agreement.

6. INDEMNIFICATION. DMR shall indemnify and hold the City, its members, directors, officers, employees, agents and servants harmless from and against any and all claims, demands, suits, damages, recoveries, settlements, actions, costs, counsel fees, expenses, judgments, orders or decrees arising from or as a result of any acts or omissions of DMR, its members, directors, officers, employees, agents, servants, independent contractors or subcontractors.

7. INDEPENDENT CONTRACTOR. It is understood that DMR is an independent contractor and engaged in the operation of its own businesses. Except as specifically set forth herein, DMR is not to be considered the agent of the City for any purpose whatsoever, and, except as specifically set forth herein, DMR has no authority to enter into any contract or assume any obligation for the City or to make any

warranty or representation on behalf of the City. DMR shall be fully responsible for its own employees, servants and agents, who shall not be deemed to be employees, servants or agents of the City for any purpose whatsoever.

8. **AFFIRMATIVE ACTION.** DMR shall comply with the requirements of all applicable statutes, laws and regulations regarding non-discrimination and affirmative action in the employment of workers, and in particular, with the provisions of NJSA 10:5-31 et seq. (P.L. 1975, C. 127) and NJAC 17:27. The parties to this Agreement agree to incorporate into this Agreement the mandatory language of the Regulations promulgated pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and incorporated herein as Exhibit A, as evidenced by Exhibit B.

9. **AMERICANS WITH DISABILITIES ACT.** DMR shall comply with the requirements of the Americans with Disabilities Act of 1990. The parties to this Agreement agree to incorporate into this Agreement the language set forth as Exhibit C.

10. **CAMPAIGN CONTRIBUTION LAWS AND REGULATIONS.** For all periods relevant to this Agreement, DMR has and shall continue to comply with N.J.A.C. 6A:23A-6.3(a)1 *et seq.* and any applicable City ordinances (i.e., §2-76 *et seq.*), bylaws or resolutions regarding campaign contributions. DMR represents that it has not made a contribution to any member of the City that is reportable pursuant to N.J.S.A. 19:44A-1 *et seq.* during the one-year period prior to the commencement of the term of this Agreement that would bar the award of this Agreement, and shall not make a reportable contribution to any member of the City during the term of this Agreement in violation of N.J.A.C. 6A:23A-6.3(a)2. DMR also acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 in the event DMR receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of DMR to determine if such a filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

11. **POLITICAL CONTRIBUTION DISCLOSURE.** The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et. seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any

political part committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.”

12. **CONFIDENTIALITY.** All information obtained, learned, developed or filed in connection with the professional services to be provided hereunder, including data contained in official files or records, shall be kept confidential by DMR and shall not be disclosed to any third party except with the prior written consent of the City, or as authorized or required by law. All reports, information or data, furnished to or prepared, assembled or used by DMR under this Agreement shall be kept confidential by DMR, and shall not be published or made available to any person or party without the prior written consent of the City or as authorized or required by law.

13. **NO CONFLICTS.** DMR represents that the execution and delivery of this Agreement and performance of the obligations set forth in this Agreement: (i) shall not be a breach or violation of any agreement to which DMR is a party; and (ii) does not conflict with any agreement or other instrument, order, judgment, injunction, award or decree of any governmental body, administrative agency, court, law, rule or regulation affecting DMR.

14. **ASSIGNMENT.** Neither of the parties shall assign this Agreement without the prior written consent of the non-assigning party.

15. **COMPLETE AGREEMENT.** This Agreement is the entire and only agreement between the City and DMR. This Agreement replaces and cancels any previous agreements between the parties. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. This Agreement may not be amended or modified except in writing signed by both parties hereto.

16. **PARTIES LIABLE.** This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

17. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey, without giving effect to any choice of law or conflict of law provisions.

18. **COUNTERPARTS.** This document may be executed in any number of counterparts any one of which shall constitute an original hereof. When counterparts have been executed by all parties, they shall have the same effect as if the signatures thereto and hereto were upon the same document. The parties agree that all such signatures may be transferred to a single document for purposes of convenience and/or

recording.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement as of the day and year first above written.

Attest:

CITY OF ASBURY PARK

By: _____
Name: _____ Date: _____

Attest:

DMR ARCHITECTS

By: _____
Name: Lloyd A. Rosenberg, AIA Date: 11/2/2021
President & CEO

Attachment: DMR- Architectural Services (2022-47 : Architect Appointment 2022)



AIA[®] Document B172[™] – 2013

Standard Form of Agreement Between Owner and Architect for Architect of Record Services

AGREEMENT made as of the 1st day of November in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
(732) 775-2100

and the Architect:
(Name, legal status, address and other information)

Netta Architects, LLC
1084 Route 22 West
Mountainside, New Jersey 07092

for the following Project:
(Name, location and detailed description.)

2022 On-Call Municipal Architect

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Attachment: Netta- Architectural Services (2022-47 : Architect Appointment 2022)

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ARTICLE 1 INITIAL INFORMATION AND DEFINITIONS

§ 1.1 Initial Information

This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition of the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement." If the Transfer Package is complete at the time of execution of this Agreement, and the requested information is contained in the Transfer Package, insert "see Transfer Package" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Identify the documentation setting forth the Owner's program for the Project, or if the Owner's program for the Project is not complete at the time of this Agreement, state the manner in which the program will be developed and provided to the Architect.)

To Be Determined by Project/Task

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements for the Project, including the Design Standards and Transfer Package, if completed.)

To Be Determined by Project/Task

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To Be Determined by Project/Task

§ 1.1.4 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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(Provide the Owner's total budget for the Cost of the Work and, if known, a line item breakdown.)

§ 1.1.5 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

To Be Determined by Project/Task

.2 Commencement of construction:

To Be Determined by Project/Task

.3 Substantial Completion date or milestone dates:

To Be Determined by Project/Task

.4 Other:

To Be Determined by Project/Task

§ 1.1.6 The Owner intends the following procurement or delivery method for the Project:

(Identify the procurement and delivery method such as competitive bid, negotiated contract or construction management.)

Competitive Bid

§ 1.1.7 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Competitive Bid

§ 1.1.8 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

To Be Determined by Project/Task

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

Nicholas J. Netta, AIA, NCARB, Principal of the Firm
Netta Architects, LLC
1084 Route 22 West
Mountainside, New Jersey 07092
(973) 379-0006 phone
(973) 379-1061 fax

§ 1.1.10 The persons or entities, in addition to the Owner's representative who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information of additional persons or entities required to review the Architect's submittals such as the Program Manager, Design Manager or other Owner consultants and contractors.)

To Be Determined by Project/Task

§ 1.1.11 The Owner will retain the following consultants and contractors:

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(List name, legal status, address and other information.)

.1 Program Manager:

To Be Determined by Project/Task

.2 Design Manager:

To Be Determined by Project/Task

.3 Cost Consultant:

To Be Determined by Project/Task

.4 Scheduling Consultant:

To Be Determined by Project/Task

.5 Geotechnical Engineer:

To Be Determined by Project/Task

.6 Civil Engineer:

To Be Determined by Project/Task

.7 Other, if any:

(List any other consultants or contractors retained by the Owner, such as a construction contractor, or construction manager as constructor.)

To Be Determined by Project/Task

§ 1.1.12 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address and other information.)

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 Netta Architects, LLC
 1084 Route 22 West
 Mountainside, New Jersey 07092
 (973) 379-0006 phone
 (973) 379-1061 fax

§ 1.1.13 The Architect will retain the consultants identified in Sections 1.1.13.1 and 1.1.13.2:
(List name, legal status, address and other information.)

§ 1.1.13.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To Be Determined by Project/Task

.2 Mechanical Engineer:

To Be Determined by Project/Task

.3 Electrical Engineer:

To Be Determined by Project/Task

§ 1.1.13.2 Consultants retained under Additional Services:

To Be Determined by Project/Task

§ 1.1.14 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information set forth in Section 1.1. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

§ 1.3 Definitions

§ 1.3.1 Transfer Package

The Transfer Package shall be prepared by an individual or entity lawfully licensed to practice architecture in the jurisdiction where the Project is located. The Transfer Package shall consist of the Design Development documents, Design Standards, a detailed estimate of the Cost of the Work, and other documentation as appropriate to communicate the scope, quality, budget and intent of the Project, and a preliminary schedule indicating the design and construction milestone dates through final completion of the Project. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project.

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§ 1.3.2 Design Standards

The Design Standards shall provide a functional, aesthetic, and quality framework for the Project and shall include the following: planning criteria (area, volume, equipment, finish, technical services and other relevant functional requirements for typical spaces); specifications and performance requirements (including any sustainable design criteria) for materials, systems, components and assemblies organized by classification system as agreed upon with the Owner; drawing, building information modeling, and documentation standards (including requirements for interim and final contract document deliverables); typical design details of selected conditions; and procurement, contracting and general requirements.

§ 1.3.3 Design Development Documents

The Design Development Documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include draft specifications that identify major materials and systems and establish in general their quality levels.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.5.1 Comprehensive General Liability with policy limits of not less than 1,000,000 (\$ 2,000,000) for each occurrence and in the aggregate for bodily injury and property damage. The Owner shall be named as an additional insured on the Architect's Comprehensive General Liability insurance policy.

§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than 1,000,000 (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage. The Owner shall be named as an additional insured on the Architect's Automobile Liability insurance policy.

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. The Owner shall be named as an additional insured on the Architect's umbrella or excess insurance policy.

§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than 1,000,000 (\$).

§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than 2,000,000 (\$ 2,000,000) per claim and in the aggregate.

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§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, and umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria to the extent necessary to further develop the design in order to complete the Construction Documents, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.4 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.5 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Transfer Package and Owner Provided Information Review Phase

§ 3.2.1 Upon receipt of the Transfer Package from the Owner, the Architect shall review the Transfer Package along with any other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 Information contained in the Transfer Package is intended to communicate the scope, quality, budget and intent of the Project and provide the functional, aesthetic and quality standards for the project. All dimensions, engineering data and calculations, and any information required for compliance with the laws, codes and regulations shall be independently confirmed by the Architect.

§ 3.2.3 The Architect shall prepare an evaluation of the Transfer Package and any other information furnished by the Owner, including schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) additional design development or other information or consulting services that may be reasonably needed for the Architect to proceed with its services for the Project. The Architect shall present its evaluation to the Owner, and discuss any necessary modifications. The Owner shall make any agreed upon modifications to the Transfer Package or authorize the Architect, in writing, to proceed as if those changes were made to the Transfer Package when developing the Construction Documents.

§ 3.2.4 Based on the Transfer Package, as agreed upon with the Owner, the Architect shall proceed with the preparation of Construction Documents as set forth in Section 3.3.

§ 3.3 Construction Documents Phase

§ 3.3.1 Based on the design intent and information contained in the Transfer Package and other Owner supplied information, as well as the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the design, and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the

construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.5.4.

§ 3.3.2 During the development of the Construction Documents, the Architect shall submit the Construction Documents to the Owner at the approximate mid-point of their completion and again just prior to their completion for the Owner's review and to allow for updates to the estimate of the Cost the Work, unless a different interval is agreed to below:

(If the Architect is required to submit Construction Documents at intervals other than at the approximate mid-point of their completion and again just prior to their completion, set forth such intervals below.)

- .1 percent (%) Construction Documents Phase
- .2 percent (%) Construction Documents Phase

The Architect shall review input provided by the Owner, and incorporate that input into the Construction Documents as appropriate.

§ 3.3.3 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.4 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.3.5 Upon receipt of the Owner's estimate of the Cost of the Work at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.5 and request the Owner's approval of the Construction Documents.

§ 3.4 Bidding or Negotiation Phase Services

§ 3.4.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.4.2 Competitive Bidding

§ 3.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.4.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.4.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders. If a proposed substitution modifies the Design Standards or design intent contained in the Transfer Package, then the Architect shall submit the proposed substitution to the Owner for review and approval.

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§ 3.4.3 Negotiated Proposals

§ 3.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.4.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.4.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors. If a proposed substitution modifies the Design Standards or design intent contained in the Transfer Package, then the Architect shall submit the proposed substitution to the Owner for review and approval.

§ 3.5 Construction Phase Services

§ 3.5.1 General

§ 3.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.5.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.5.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.5.2 Evaluations of the Work

§ 3.5.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.5.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.5.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.5.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. If an interpretation involves the Design Standards or design intent contained in the Transfer Package, then the Architect shall refer the matter to the Owner for review.

§ 3.5.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.5.3 Certificates for Payment to Contractor

§ 3.5.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.5.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.5.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.5.4 Submittals

§ 3.5.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.5.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.5.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. If a request for information relates to the Design Standards or design intent contained

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in the Transfer Package, then the Architect shall send the request for information to the Owner for review and comment. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.5.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.5.5 Changes in the Work

§ 3.5.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. If a proposed change would modify any aspect of the Design Standards or design intent contained in the Transfer Package, the Architect shall send the proposed change to the Owner for review and approval. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.5.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.5.6 Project Completion

§ 3.5.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.5.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.5.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.5.6.4 The Architect shall forward to the Owner the following information received from the Contractor:

- (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment;
- (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.5.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.) To Be Determined by Project/Task

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
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§ 4.1.1	Measured drawings		
§ 4.1.2	Existing facilities surveys		
§ 4.1.3	Site Evaluation and Planning (B203™–2007)		
§ 4.1.4	Building information modeling		
§ 4.1.5	Civil engineering		
§ 4.1.6	Landscape design		
§ 4.1.7	Architectural Interior Design (B252™–2007)		
§ 4.1.8	Value Analysis (B204™–2007)		
§ 4.1.9	Detailed cost estimating		
§ 4.1.10	On-site project representation (B207™–2008)		
§ 4.1.11	Conformed construction documents		
§ 4.1.12	As-designed Record Drawings		
§ 4.1.13	As-constructed Record Drawings		
§ 4.1.14	Post occupancy evaluation		
§ 4.1.15	Facility Support Services (B210™–2007)		
§ 4.1.16	Tenant-related services		
§ 4.1.17	Coordination of Owner's consultants		
§ 4.1.18	Telecommunications/data design		
§ 4.1.19	Security Evaluation and Planning (B206™–2007)		
§ 4.1.20	Commissioning (B211™–2007)		
§ 4.1.21	Extensive environmentally responsible design		
§ 4.1.22	LEED® Certification (B214™–2012)		
§ 4.1.23	Fast-track design services		
§ 4.1.24	Historic Preservation (B205™–2007)		
§ 4.1.25	Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

To Be Determined by Project/Task

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

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- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner: **To Be Determined by Project/Task**

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 () visits to the site by the Architect over the duration of the Project during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within **To Be Determined by Project/Task** () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 If the Transfer Package is not an exhibit to the Agreement, or has not been previously provided to the Architect, the Owner shall provide the Transfer Package to the Architect as soon as practical following execution of the Agreement and prior to the Architect providing services under Article 3.

§ 5.2 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies

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related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Section 5.3.

§ 6.3 The Owner shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work provided by the Owner as the Architect progresses with its services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to inaccuracies or incompleteness in the cost estimates. The Architect may review the estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If at any time the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.5 The Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by cost estimates, or contractor bids or proposals, that exceed the Owner's budget for the Cost of the Work. If, however, the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, defined in or anticipated by the Transfer Package, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work and the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

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§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials and shall provide professional credit for the Design Manager, or other Owner consultant contributing to the Project design, as appropriate. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1.

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§ 10.8.1 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To Be Determined by Project/Task

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To Be Determined by Project/Task

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Transfer Package and Owner Provided Information Review Phase:	percent (	30	%)
Construction Documents Phase:	percent (	45	%)
Bidding or Negotiation Phase:	percent (	5	%)
Construction Phase:	percent (	20	%)
Total Basic Compensation	One hundred percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Please see attached Schedule of Rates

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Employee or Category**Rate****§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 1.2 percent (20 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.5 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of NA (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid after (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month for the period the statement remains unpaid after the initial 30 days.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

To Be Determined by Project/Task

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B172™–2013, Standard Form Agreement Between Owner and Architect for Architect of Record Services
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Protocol Exhibit, if completed, or the following:

To Be Determined by Project/Task

- .3 Other documents:
(List other documents, if any, including additional scopes of service, if any, forming part of the Agreement.)

To Be Determined by Project/Task

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Nicholas J. Netta, AIA, NCARB, Principal

(Printed name and title)

Attachment: Netta- Architectural Services (2022-47 : Architect Appointment 2022)

Init.

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User Notes:

(1635397737)



ENGENUITY
INFRASTRUCTURE

ENGenuity Infrastructure™
2 Bridge Ave., Ste 323, Red Bank, NJ 07701
732.741.3176 | engenuitynj.com

November 29, 2021

Purchasing Agent
Attn: Tracy Lizardi
Municipal Plaza
Asbury Park, NJ 07712

RE: REQUEST FOR QUALIFICATIONS
SPECIAL PROJECT ENGINEER

Dear Ms. Lizardi:

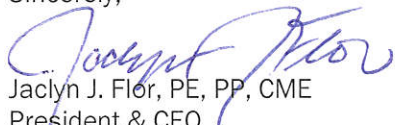
ENGenuity Infrastructure is pleased to provide one (1) original set (unbound) hard copy and a sample contract as well as a digital copy on CD of the proposal package for REQUEST FOR QUALIFICATIONS SPECIAL PROJECT ENGINEER.

ENGenuity Infrastructure is a full-service Planning and Engineering Firm focused on Resilient Communities. For Special Projects Engineer, ENGenuity Infrastructure offers myself, Jaclyn Flor, PE, PP, CME. supported by a robust staff of engineers, planners, and environmental scientists at the firm, including Michael MacFarlane, PE, who was the Project manager for the City of Asbury Parks Citywide Wayfinding Project. ENGenuity has also included on our Team, CDM Smith. CDM Smith specializes in wastewater treatment infrastructure projects, with services ranging from planning, design, bench scale and pilot studies, and other services. We have included a robust bench of experts from CDM Smith for wastewater infrastructure projects, including Christine A. Ballard, PE, who has a resume of projects she has worked on with the City of Asbury Park. This Team has worked alongside many city staff where together we were able to strike a balance between the residents, businesses, and environment.

ENGenuity Infrastructure commends the City of Asbury Park's commitment to diversity and its support of Women Business Enterprises (WBE). ENGenuity is 100% woman owned, and holds SBE, DBE, and WBE certifications in the State of New Jersey, and is nationally certified as an EDWOSB, 8a and HUBZone qualified firm. Our Team is specifically suited for the services in this RFP. We will demonstrate throughout this Qualification Package that we meet and exceed the qualifications of this RFQ.

We thank you for the opportunity to submit this proposal. Should you have any questions or require any additional information, please do not hesitate to contact our office at 732-741-3176.

Sincerely,


Jaclyn J. Flor, PE, PP, CME
President & CEO
enclosures

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)



CITY OF ASBURY PARK
REQUEST FOR QUALIFICATIONS
SPECIAL PROJECT ENGINEER
TERM: JANUARY 1, 2022 - DECEMBER 31, 2022

ENGENUITY INFRASTRUCTURE

We Engineer, Plan, and Serve Thriving Communities
through Integrated Public Infrastructure



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SECTION 1. MANDATORY MINIMUM REQUIREMENTS

1. **Name, address, email, phone and fax number of firm(s). If multiple office sites, list all, and indicate corporate office.**

ENGenuity Infrastructure
 2 Bridge Avenue, Suite 323
 Red Bank, NJ 07701
 O: 732-741-3176
 F :732-510-0892
www.engenuitynj.com

2. **Listing of all post high school education of the applicant and/or members of a professional firm seeking to provide professional services as described within the body of the Request for qualifications.**

All members providing the professional services described within the body of the Request for qualifications have post-high school and college education as well as degrees. Some members have post-college and professional engineering education and degrees as well. Additional education information is listed in the table under number 5 below and in Section 6, Resumes.

3. **Dates of licensure in the State of New Jersey.**

ENGenuity Infrastructure is currently licensed as a Registered Business in New Jersey and has been since July 2016. Jaclyn J. Flor is a licensed Professional Engineer in the State of New Jersey, since 2004, and a licensed Professional Planner in the State of New Jersey since 2005, and Certified Municipal Engineer in the State of New Jersey since 2005. Please see Section 4, copies of all Licenses for additional information.

4. **A listing of any professional affiliations or membership in any professional societies or organizations, with an indication as to any office held.**

ENGenuity Infrastructure is a member of the New Jersey Society of Municipal Engineers (NJSME), the American Society of Civil Engineers (ASCE), and the Society of American Military Engineers (SAME).

5. The number of licensed professional employed (if a professional firm) and/or affiliated with the professional entity seeking to provide services to the City of Asbury Park. A description of each individual's qualifications, including education, licensure and years of professional experience.

Key Personnel & Rate Title	Years Of Experience	Areas Of Expertise
Jaclyn J. Flor, PE, PP, CME Principal in Charge Bachelor of Science	22	Roadway Design, Water/Wastewater Management, Hydrology/Drainage, Park Design, Streetscape Design, Traffic Engineering, Construction Management, Environmental Engineering, Bidding, Planning Studies, Permitting, Municipal & Civil Engineering,
William McConnell III, PE, BCEE Process Engineering Bachelor of Science	30+	Planning, design, operation and construction of wastewater and water treatment facilities, Environmental Engineering, Design, Project Management
Christine Ballard, PE Technical Advisor Bachelor of Science, Masters of Science	18	Water and Wastewater Management, NJ Infrastructure Bank, Regulatory Compliance, Pumping Systems, water treatment and distribution, sewer engineering, Project Management
Dana Boyadjian, PE, LSRP Environmental Engineer Bachelor of Science, Masters of Science	40+	Environmental Studies, research, testing, monitoring, sampling, monitoring wells, geo-probe, and test pit investigations with County, State and Federal facilities, construction projects, contaminated sites, underground storage tank sites and landfills. Brownfield rehabilitation.
Howard Matteson, PE, BCEE, PMP Task Manager/Wastewater Treatment Facilities/Pumping Stations Bachelor of Science	25+	QA/QC, Wastewater Treatment, Stormwater Management, Flood Control, Environmental Site Assessments, Planning, Project Management.
Brian Kearney, ME, PE, CCM Construction Management Bachelor of Science	20+	Environmental Engineering, Project Management, Construction Management, Design, Water/Wastewater Management.
Michael MacFarlane, PE Senior Staff Civil Engineer Bachelor of Science	8	Civil Design, Transportation Infrastructure, Utility Design, Urban Design, AutoCad, Construction Management
Matthew Berdahl PE Senior Staff Civil Engineer Bachelor of Science	12	Civil Design, Utility Design, Sanitary Sewer Design, Transportation Infrastructure, Roadway Designs, Drainage Designs, O&M Manuals, Permitting, Urban Design, GIS, AutoCad
Rina Dalal, PE Energy Management and Conservation Bachelor of Science, Masters of Science	14	Environmental Engineering, Permitting, Water/Wastewater Management, Infrastructure Improvement

Michael Keane Civil Designer Bachelor of Science	4	Inspections, Tracking Quantities, Civil Design, Transportation Infrastructure, Utility Design, Urban Design, AutoCad
Prasanna Sabale Civil Designer Bachelor of Science, Masters of Science	3	Inspections, Tracking Quantities, Civil Design, Transportation Infrastructure, Utility Design, Urban Design, AutoCad
Justin Parker, EIT Civil Designer Bachelor of Science	2	Inspections, Tracking Quantities, Civil Design, Grading, Utility Design, AutoCad, Inspection
Mark Esposito Civil Designer Bachelor of Science	1	Inspections, Tracking Quantities, Civil Design, Grading, Utility Design, AutoCad, Inspection

6. A listing of all previous Public Sector entities served by the applicant/proposer licensed professional including dates of service and position(s) held.

Please see below for a listing of the Public Clients that ENGenuity has worked for in the past five (5) years and have included those in which we were in their pool of engineers as well.

- City of Hoboken (pool of engineers 2017-2021 and multiple capital projects)
- City of Jersey City (pool of engineers 2016-2021)
- Jersey City Redevelopment Agency (pool of engineers 2017-2021 and multiple projects)
- Borough of Chatham (multiple capital projects)
- Borough of Sea Bright (pool of engineers 2017-2019)
- Red Bank RiverCenter (parking lot and streetscape projects 2019-2020)
- Hudson County Improvement Authority (pool of engineers 2018-2020)
- Hudson County (pool of engineers 2019)
- Borough of Oceanport (conflict engineer 2017-2021)
- City of Rahway (pool of engineers 2017-2021)
- Passaic Valley Sewerage Commission (PVSC) (pool of engineers 2020-2021)
- City of East Orange (pool of engineers 2019-2021)
- City of Newark (Lead Service Line Replacement Program 2020-2021)
- Neptune Township (pool of engineers 2020)
- City of Asbury Park (Citywide wayfinding 2020-2021)
- City of Trenton (CDBG Demo Projects 2021)
- NJDEP (Resilient NJ Regional Resiliency Adaption Action Plan 2020-2022)
- City of Trenton (Lead Service Line Replacement Program 2021-2022)

Prior to 2016, Jaclyn Flor, served as Borough Engineer for the Borough of Sea Bright and Monmouth Beach and a consulting engineer to Hoboken, Neptune Township, and Hudson County. She has a vast resume with over 20 years in the Public Realm. She has served as an Engineering Consultant to the City of Jersey City, Jersey City Redevelopment Agency, City of Hoboken, Hudson County, Bergen County, Somerset County, Red Bank Borough, Borough of Oceanport, City of East

Orange, City of Newark, the Passaic Valley Sewerage Commission (PSVC), the Hudson County Improvement Authority, Matawan Borough, South Plainfield Zoning Boards, Highlands Borough Boards, Borough of Chatham, Monmouth Beach Borough and Boards, Manalapan Township Boards, Neptune Township, Sea Bright Borough, West Long Branch, Middlesex Borough, Millstone Township, Borough of Metuchen, Borough of Carteret, Union Township, City of Elizabeth, Middletown Township, Marlboro Township Boards, City of Woodbridge Boards, Englewood Township Boards, and the City of Long Branch. As a Coastal Engineer, Ms. Flor provided Engineering services to the NJDEP, Sea Bright, NJ, City of Key West, FL, Panama City Beach, FL, Estero Island in Fort Myers, FL, and Fire Island, NY.

7. Must demonstrate a proven record with Special Engineering Projects as defined herein.

ENGenuity has served as the Special Projects Engineer for Oceanport Borough. Additionally, see Section 2 for a detailed description of ENGenuity's proven record with Special Engineering Projects, as well as the listing of Public Sector Clients in number 6 above.

8. Must have a minimum of five (5) years' experience with Special Engineering Projects as defined herein for municipalities in the State of New Jersey.

ENGenuity has over five (5) years of experience with Special Engineering Projects. Please see Section 2 for a detailed description of ENGenuity's Special Engineering Projects work.

9. Proposed cost of the service(s) or activities, including the hourly rate of individuals who will perform the services or activities.

Our services will be provided by billing rate basis. An invoice for professional services completed will be presented with description of hours.

BILLING TITLE	BILLING RATE/HR
Junior Technical Staff Administrative Support Staff	\$90.00
Field Staff /Professional Entry Level/ Technical Entry Level	\$105.00
Technical Staff /Professional Staff/ Field Staff Midlevel	\$125.00
Professional Staff Midlevel/ Technical Midlevel / Prof. Field Staff	\$155.00
Licensed Professional Staff/ Supervising Technical	\$175.00
Supervising Professional Staff	\$180.00
Senior Supervising Professional /Group Manager/ Director/ Division Manager/ Corporate Manager	\$195.00
Executive	\$215.00

Additionally, we have included CDM Smith on the ENGenuity Team for Wastewater Treatment Infrastructure Projects and some Stormwater Projects. CDM Smiths Rates will be billed as a sub-consultant to ENGenuity and are as follows:

CDM Smith Personnel Classifications	
Principal/ Executive / Engineer IX	\$260
Engineer VIII	\$245
Engineer VII	\$228
Engineer VI	\$185
Engineer V	\$150
Engineer IV	\$137
Engineer III	\$125
Engineer I/II	\$96
Senior Technician	\$96
Technician	\$81
Resident Project Representative Engineer III	\$96
Resident Project Representative Engineer IV	\$109
Admin	\$95
Drafter	\$115
Designer I	\$125
Designer II	\$150
GRC Designer, GIS, Estimator 1-4	\$55
GRC Engineer, Architect, Planner 1-3	\$66
GRC Designer, GIS, Estimator, Project Controls 5- 6	\$66
GRC Engineer, Architect, Planner 4-5	\$77
GRC Designer, GIS, Estimator, Project Controls 7 and above	\$77
GRC Engineer, Architect, Planner 6 and above	\$101
Estimator, Project Controls 8 and above	\$101

In the performance of services, CDM Smith may use personnel and resources from CDM Smith affiliated companies. Notwithstanding any provision to the contrary contained in the Agreement, the personnel from CDM Smith Global Services India LLP will be billed at the hourly rate provided in the above table.

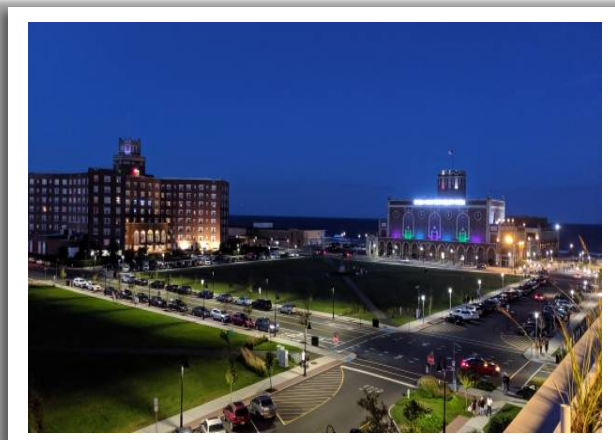
SECTION 2 . PROFESSIONAL INFORMATION & QUALIFICATIONS

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

PROFESSIONAL INFORMATION & QUALIFICATIONS

ENGENUITY INFRASTRUCTURE is a full-service Planning and Engineering Firm focused on Building Resilient Communities. ENGenuity will balance planning principles with technical engineering expertise to achieve the goals of the City of Asbury Park and is uniquely qualified for the role of Special Projects Engineer.

Our knowledge of the City of Asbury Park, with its unique infrastructure challenges, and integrated approach to design is what sets us apart from other consultants. In 2021, ENGenuity designed the Citywide wayfinding signage for the City, and in doing so interviewed multiple stakeholders that spoke on the diversity and passion they had for their City. The City is unique and iconic, it is, progressive and innovative in design, and values its history, the arts, and diversity. The City strives to be multi-modal and has made advances in transportation for bikes, walkability, and green infrastructure.



For Special Projects Engineer, ENGenuity Infrastructure offers, **Jaclyn Flor, PE, PP, CME**. Ms. Flor would be supported by a robust staff of engineers, planners, and environmental scientists at the firm, including **Michael MacFarlane, PE**, who was the Project manager for the City of Asbury Parks Citywide Wayfinding Project. ENGenuity has also included on our Team, CDM Smith. CDM Smith specializes in wastewater treatment infrastructure projects, with services ranging from planning, design, bench scale and pilot studies, and other services. We have included a robust bench of experts from CDM Smith for wastewater infrastructure projects, including **Christine A. Ballard, PE**, who has a resume of projects she has worked on with the City of Asbury Park. This Team has worked alongside many city staff where together we were able to strike a balance between the residents, businesses, and environment.

ENGenuity has significant experience representing municipal clients or other local governments and public agencies in the State of New Jersey and Pennsylvania. Our professional services related to the planning and design and overseeing of capital improvement projects for public buildings, roads, parks, recreational facilities, energy, water, stormwater, sewer, and other public infrastructure projects includes preparing plans, specifications, estimates, schedules, permits and approvals in accordance with state and federal standards and guidelines; and providing professional services in technical and administrative areas such as: bid specification and construction drawing preparation; municipal land use, planning and zoning; landscape architecture; urban design; open space planning and design; community engagement; building systems analysis and studies; mechanical, electrical and plumbing (MEP); energy and utility engineering and planning; civil, structural and geotechnical engineering; construction management, administration, inspection and monitoring; information technology and data management; geospatial analysis and web-based open data platforms; hydraulic and hydrologic analysis; floodplain management; stormwater management system design and operations including “green infrastructure” and low impact development strategies for non-point source pollution reduction; water system design and operations; infrastructure maintenance and asset management; public works management; land surveying; permitting; environmental investigation, preliminary assessments, site investigations, site remediation, and remedial action work plans; solid waste, composting and recycling management; pavement management, traffic engineering and transportation planning; waterfront and marine design, engineering and investigation; municipal budgeting; and a firm understanding of public contracts law.

ENGenuity Infrastructure's President and CEO, Jaclyn Flor, PE, PP, CME, has a vast resume with over 20 years in the Public Realm. She has served as an Engineering Consultant to the City of Jersey City, Jersey City Redevelopment Agency, City of Hoboken, Hudson County, Bergen County, Somerset County, Red Bank Borough, Borough of Oceanport, City of East Orange, City of Newark, the Passaic Valley Sewerage Commission (PSVC), the Hudson County Improvement Authority, Matawan Borough, South Plainfield Zoning Boards, Highlands Borough Boards, Borough of Chatham, Monmouth Beach Borough and Boards, Manalapan Township Boards, Neptune Township, Sea Bright Borough, West Long Branch, Middlesex Borough, Millstone Township, Borough of Metuchen, Borough of Carteret, Union Township, City of Elizabeth, Middletown Township, Marlboro Township Boards, City of Woodbridge Boards, Englewood Township Boards, and the City of Long Branch. As a Coastal Engineer, Ms. Flor provided Engineering services to the NJDEP, Sea Bright, NJ, City of Key West, FL, Panama City Beach, FL, Estero Island in Fort Myers, FL, and Fire Island, NY.

CDM Smith has provided wastewater facilities plans, design, construction management, rates, institutional management, and operations consulting for major wastewater collection and treatment facilities nationwide and around the world. CDM Smith has participated on over 750 wastewater system projects in the last 10 years involving design of wastewater collection and treatment facilities. CDM Smith's extensive experience in the design of water pollution control plants—ranging up to 1,200-mgd capacity—includes the complete array of wastewater treatment processes and solids handling operations, plant operations and control facilities, and energy management systems. CDM Smith's design and construction experience encompasses varied treatment process types and facilities for primary, secondary, and advanced levels of treatment, for completely new construction as well as for rehabilitation, expansion, and upgrading of existing facilities. With in-house support groups in disciplines of site/civil, electrical, mechanical, structural, HVAC, architectural, plumbing, cost estimating, and instrumentation engineering and environmental planning, we offer a unique breadth and continuity of service for communities of all sizes.

As demonstrated in our resumes, our employees are Accredited Professionals ("AP") in Leadership in Energy and Environmental Design ("LEED") by the Green Building Certification Institute ("GBCI"), Certified Floodplain Managers ("CFM") accredited by the national Association of Floodplain Managers ("ASFPM"), Certified Municipal Engineers ("CME") accredited by the New Jersey Municipal Engineering Institute, Professional Traffic Operation Engineers ("PTOE") by the Transportation Professional Certification Board, and Certified Planners by the American Institute of Certified Planners ("AICP").

DEMONSTRATED ABILITY TO MEET DEADLINES

Jaclyn J. Flor, PE, PP, CME, is offered as the **Principal in Charge** and Point of contact for the City of Asbury Park for Special Projects Engineer. ENGenuity has demonstrated our ability to meet the deadlines of the City of Asbury Park on recent projects. We meet with our Clients routinely at kick-off, 30% Design, 60% Design, 90% Design, and at Final Design. All meetings are thoroughly documented with Agendas and meeting minutes with Action Items. ENGenuity's commitment to timely delivery and transparent communication is the key to the success of our Projects.

REFERENCES

We encourage the City of Asbury Park to reach out to our references listed below:

Mayor Ravi Bhalla, Mayor of Hoboken
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
(201) 239-6643

Phil Scott, PE, Director of Engineering
City of Newark
920 Broad Street, Rm 412
Newark, NJ 07102
973-733-8520

Farrah Gee, Grant Administrator
Housing and Economic Development
City of Trenton
319 East State Street
Trenton, NJ 08601
609- 989-3516

Jeanne Smith, RMC, QPA, Borough Clerk
Borough of Oceanport
910 Oceanport Way
PO Box 370
Oceanport, NJ 07757
732-222-8221

LICENSES AND CERTIFICATIONS

ENGenuity is 100% Woman owned. Copies of all licenses and certifications can be found in Section 4, which include a New Jersey Business Registration, Public Works Registration Certificate (PWRC), and Certificate of Authorization (COA) from the Professional Board of Engineers, and PE, PP, and CME license numbers. Additionally, ENGenuity is a Woman Business Enterprise (WBE), a Woman Owned Small Business (WOSB), a Disadvantaged Business Enterprise (DBE), and a Small Business Enterprise (SBE), an 8a and HUBZone firm, and copies of these licenses can also be found in Section 4.

QUALIFICATIONS FOR SPECIAL PROJECT ENGINEER

A. DEMONSTRATED EXTENSIVE ENGINEERING EXPERIENCE IN ONE OR MORE VARIOUS PUBLIC WORKS PROJECTS AND ENGINEERING DISCIPLINES INCLUDING, BUT NOT LIMITED TO:

I. NEW BUILDING DEVELOPMENT

ENGenuity has multiple project profiles included in for new building development in Section 5. For building development projects ENGenuity works with Architects that design the Architectural elements of the buildings, and ENGenuity designs the site work including, parking facilities, lighting, utilities, landscaping, and stormwater. In our Project Profiles in Section 5 we included a variety of recent building development profiles. These projects include multiple local and DOE projects in New Jersey.

II. PARKING FACILITIES, MANAGEMENT AND ANALYSIS

ENGenuity has designed multiple parking facility projects, and have included examples in Section 5, Project Profiles. Most recently, ENGenuity redesigned the downtown parking lots in the Borough of Red Bank. The project reconstructed three Borough rights-of-way, English Plaza, White Street, and Emanuel Court, and two downtown Borough parking lots, one in English Plaza and the other a portion of the White Street lot. The project focused on transforming this area with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project aimed to spur economic development through a redesign that provides a safe, aesthetic, and inviting space for the hosting of public events, and for patrons to safely park and access the businesses. The project aimed to increase foot traffic to these businesses by providing safe and sufficient pedestrian circulation; efficient access to parking; improved and aesthetic lighting; new brick paver sidewalks, curb, pavement; and landscaping. The area was redesigned with a layout that can support public events, fairs, and farm markets. Through this project, the area was transformed from a mere background along the shoppers' walk to Broad Street into an inviting area where patrons can shop, dine, relax and stroll. In addition to multiple streetscape areas, the project included closing a deteriorated alley to vehicular traffic and converting it into a pedestrian park with murals and lighting. This is the type of community value that ENGenuity brings to all of our projects, by incorporating a Listening Phase we were able to transform a parking facility into a project that served their downtown.

III. PARKS AND OPEN SPACES

In our Project profiles in Section 5 we showcase several park projects. ENGenuity designed Miller Field in New Providence and have provided this profile to showcase our work in active recreation and sports design. To showcase our stormwater and innovative park experience, we included, Southwest Resiliency Park Expansion in the City of Hoboken. ENGenuity is currently in the Public Outreach and Design Phase of the project. The City of Hoboken in 2021 hired Starr Whitehouse and ENGenuity as well as several other consultants for the Southwest Resiliency Park Expansion. Hoboken's Southwest Resiliency Park Expansion will provide recreational amenities and will incorporate multiple innovative stormwater management measures. The Park Expansion will complement the existing Southwest Park, and will build upon the stakeholder feedback already received for the existing pop-up park at its location. The Southwest Park Expansion, located at 57 Marshall Street/60 Harrison Street, will be developed through a robust public engagement process. Public input will be used to develop alternative layouts for the project site, each maximizing the design and flood risk reduction potential. Through public feedback on these alternatives, a final design for the park will be developed, construction documents completed, and the project will be publicly advertised and bid for construction. It is envisioned that the Southwest Resiliency Park Expansion will incorporate innovative, inclusive, and universally accessible play areas, active recreation, passive recreation, cultural/civic uses, landscapes, and urban design. The project will also complement the character of the surrounding neighborhood, including the existing Southwest Resiliency Park. The project intends to detain stormwater to further manage flooding in Southwest Hoboken. The Project will also incorporate multi-modal improvements on the streets surrounding the park so that access and circulation around the park are improved.

IV. RECREATIONAL FACILITIES

ENGenuity has worked on a variety of recreational facilities. In our Project profiles in Section 5 we showcase the Hudson River Waterfront Walkway State of Good Repair Project. ENGenuity was hired by the Hoboken South Waterfront Board to design and inspect the Hudson River Waterfront Walkway State of Good Repair Project from Newark Street to 4th Street. Our scope included Survey, Design, Advertising, Bidding, and Construction Administration and Inspection. The project reset the brick walkway, sanded and repainted the railing, reset the pile caps, upgraded the irrigation system, replanted trees, replaced lighting, and upgraded landscaping.

V. SITE DEVELOPMENT

ENGenuity has performed a variety of site development projects, which we can provide project profiles, however, for Special Projects Engineer we are assuming the City is more interested in our experience reviewing site development projects. Since 2019 to present, ENGenuity Infrastructure has been the appointed Special Projects Engineer for the Borough of Oceanport. In that role we have performed multiple site development reviews on Fort Monmouth. Most recently in 2021 we reviewed a 60-acre site development in Fort Monmouth that was divided into three (3) phases of engineering and planning reviews. Our review letters reviewed traffic, circulation, variances, design waivers, environmental, utilities, stormwater, permitting, status of outside approvals, details, bonding, and assisting in reviewing the engineering aspects of the Developers Agreement.

VI. STORMWATER AND WASTEWATER FACILITIES AND INFRASTRUCTURE

ENGenuity provides multiple examples of stormwater and green infrastructure design in our Project Profiles in Section 5, however, this is where we would like to highlight our sub-consultant CDM Smith and their vast resume of stormwater and wastewater projects. CDM Smith is one of the largest engineering firms in the U.S. that specializes in environmental practice. Wastewater treatment infrastructure projects, with services ranging from planning, design, bench scale and pilot studies, and other services, have been the cornerstone of CDM Smith's engineering consulting since the firm's founding. CDM Smith has provided wastewater facilities plans, design, construction management, rates, institutional management, and operations consulting for major wastewater collection and treatment facilities nationwide and around the world. Specific areas of CDM Smith's experience in wastewater engineering are provided in the Project Profiles in Section 5. CDM Smith has participated on over 750 wastewater system projects in the last 10 years involving design of wastewater collection and treatment facilities. CDM Smith's extensive experience in the design of water pollution control plants—ranging up to 1,200-mgd capacity—includes the complete array of wastewater treatment processes and solids handling operations, plant operations and control facilities, and energy management systems. CDM Smith's design and construction experience encompasses varied treatment process types and facilities for primary, secondary, and advanced levels of treatment, for completely new construction as well as for rehabilitation, expansion, and upgrading of existing facilities. With in-house support groups in disciplines of site/civil, electrical, mechanical, structural, HVAC, architectural, plumbing, cost estimating, and instrumentation engineering and environmental planning, we offer our clients a unique breadth and continuity of service for communities of all sizes.

Biosolids Management

For 70 years, CDM Smith has provided its clients comprehensive consulting and design services for biosolids management. CDM has designed biosolids processing facilities and developed varied biosolids management plans that are environmentally sound and cost efficient, while remaining sensitive to the specific technological, social, and institutional concerns of communities. CDM

Smith has recommended and designed almost all of the methodologies currently considered practical for biosolids treatment: thickening by gravity, flotation, or centrifugation; chemical conditioning; heat treatment; anaerobic or aerobic digestion; dewatering by centrifuge, filter press, belt press or vacuum filter; reduction and conversion by co-disposal with solid waste or by combustion; and disposal by landfilling and reuse via direct land application, composting, or both direct and indirect drying to a soil amendment product.

Several members of our team are key participants in ongoing Water Research Foundation (WRF) projects to evaluate the impacts of PFAS on wastewater and biosolids. This first-hand knowledge and understanding of current biosolids treatment and management practices, and cutting-edge research into the relationships between wastewater, biosolids, and PFAS provides a firm foundation for this critical biosolids study.

Odor Control

The control of odors in wastewater systems has been an area of active concern for CDM Smith. CDM has extensive experience in both conventional and state-of-the-art odor control technologies. In the last decade, CDM Smith has successfully executed over 100 odor control projects throughout the United States and in several foreign countries. These projects have included emissions modeling, dispersion modeling, and odor surveys, as well as technology evaluations and detailed facility on and off-site sources design. CDM Smith's Air Quality group has not only provided sound odor control engineering advice but has also been innovative in the evaluation of data, development of treatment alternatives, and design of facilities.

CDM Smith is thoroughly familiar with the application of odor control technology to wastewater facilities design. As experts in the O&M of wastewater collection and treatment systems, CDM Smith O&M specialists have also provided operations troubleshooting and process evaluation on odor-related problems in treatment plants, pumping stations, and collection systems. Please see Section 5 for Project Profiles.

VII. STREETS AND ROADWAY IMPROVEMENTS

ENGenuity has provided many examples of street and roadway improvements in our project profiles in Section 5. We have designed and provided construction management for multiple road programs for the City of Hoboken that include multi-modal improvements. ENGenuity was hired by the Hoboken to for Conceptual Design, Final Design, and Construction Management for the Milling and Paving of Grand Street between Newark and 5th and 6th and 9th; 7th Street between Monroe and Clinton Street and between Garden and Hudson Street, and 12th Street between Garden and Willow. The project included separated Class I bike lanes, a raised intersection at Grand and 9th, and complete street upgrades. The project was funded through an NJDOT municipal aid grant. Due to the Class I bike lanes, coordination with the Hoboken Fire Department, Police, and NJ TRANSIT. The limit of disturbance exceeded 5,000 SF, and therefore, HEPSCS permitting was required. ENGenuity was also hired by the Hoboken for Conceptual Design, Final Design, and Construction Management for the Milling and Paving of Clinton Street from 7th to 8th Street and from Newark to 6th Street; and Jackson Street from 8th to 9th Street. Portions of Clinton Street are within the Central Hoboken Historic District, therefore, approval from the HPC was required for the design. ENGenuity was hired for Phase I and Phase II Water Infrastructure Upgrades in the City of Hoboken and Hudson Street Water Upgrades and designed several miles of roads with complete street upgrades including micro-mobility stations, bike lanes, and green infrastructure. ENGenuity also designed two (2) historic roadway upgrades in Hoboken, and designed the Capital Improvement roadway project in Chatham Borough.

VIII. STRUCTURAL ENGINEERING AND ANALYSIS

ENGenuity recently provided structural engineering and analysis for the foundation designs for the City of Asbury Park wayfinding signage. We provided calculations and details in the design documents and construction management services in the design phase for the foundations.

IX. TRAFFIC SAFETY AND TRAFFIC ENGINEERING ANALYSIS

ENGenuity in our role as Special Projects Engineer performs traffic safety and traffic engineering analysis for reviews on Fort Monmouth in the Borough of Oceanport. We also design traffic safety plans for many of our capital projects.

X. VARIOUS TYPES OF STATE PERMITS

ENGenuity has obtained multiple State permits for our various public and private sector projects. These permits include NJDEP permits including General Permits, Flood Hazard Permits, LOIs, Treatment Works, CAFRA, Wetlands Permitting and Transitional Area Waivers. We have also applied for Minor and Major Access permits from the NJDOT.

B. PROPOSER ARE REQUIRED TO INCLUDE AN HOURLY RATE STRUCTURE OF ALL INDIVIDUALS THAT MAY PERFORM ON A CITY PROJECT. THE SPECIAL PROJECTS ENGINEER WILL, ON AN "AS NEEDED" BASIS, BE ASSIGNED PROJECTS.

ENGenuity's services will be provided by billing rate basis. An invoice for professional services completed will be presented with descriptions of hours. Printing and direct expenses will be billed.

BILLING TITLE	BILLING RATE/HR
Junior Technical Staff Administrative Support Staff	\$90.00
Field Staff /Professional Entry Level/ Technical Entry Level	\$105.00
Technical Staff /Professional Staff/ Field Staff Midlevel	\$125.00
Professional Staff Midlevel/ Technical Midlevel / Prof. Field Staff	\$155.00
Licensed Professional Staff/ Supervising Technical	\$175.00
Supervising Professional Staff	\$180.00
Senior Supervising Professional /Group Manager/ Director/ Division Manager/ Corporate Manager	\$195.00
Executive	\$215.00

Billing Basis: Fixed Rate for Each Billing Title

Additionally, we have included CDM Smith on the ENGenuity Team for Wastewater Treatment Infrastructure Projects and some Stormwater Projects. CDM Smiths Rates will be billed as a sub-consultant to ENGenuity and are as follows:

CDM Smith Personnel Classifications	
Principal/ Executive / Engineer IX	\$260
Engineer VIII	\$245
Engineer VII	\$228
Engineer VI	\$185
Engineer V	\$150
Engineer IV	\$137
Engineer III	\$125
Engineer I/II	\$96
Senior Technician	\$96
Technician	\$81
Resident Project Representative Engineer III	\$96
Resident Project Representative Engineer IV	\$109
Admin	\$95
Drafter	\$115
Designer I	\$125
Designer II	\$150
GRC Designer, GIS, Estimator 1-4	\$55
GRC Engineer, Architect, Planner 1-3	\$66
GRC Designer, GIS, Estimator, Project Controls 5- 6	\$66
GRC Engineer, Architect, Planner 4-5	\$77
GRC Designer, GIS, Estimator, Project Controls 7 and above	\$77
GRC Engineer, Architect, Planner 6 and above	\$101
Estimator, Project Controls 8 and above	\$101

In the performance of services, CDM Smith may use personnel and resources from CDM Smith affiliated companies. Notwithstanding any provision to the contrary contained in the Agreement, the personnel from CDM Smith Global Services India LLP will be billed at the hourly rate provided in the above table.

C. PLEASE INCLUDE EXPERIENCE IN WORKING WITH FEDERALLY FUNDED PROGRAMS SUCH AS CDBG, FHWA, ETC.

ENGenuity has recent experience working on federally funded programs and have provided Project Profiles showcasing this experience in Section 5. For CDBG we provided the Phase I and Phase Demolition Projects of Abandoned Properties for the City of Trenton. The City of Trenton hired ENGenuity Infrastructure to provide demolition consulting services (Engineering and CAI) for multiple demolition projects for various city owned properties. Services rendered included the preparation of plans and specifications for the removal of these structures. The scope included arranging for hazardous building material removal (i.e. asbestos, lead, universal wastes), demolition of the structures, and associated site restoration. The project was funded by a mix of government grant funding from the Community Development Block Grant Program (CDBG) along with funds from the Department of Housing and Economic Development. We also provided a project profile for Canal Crossing in Jersey City which was funded through several agencies including FHWA. Lastly, we provided a profile for Resilient NJ which is funded through HUD.

- D. THE CITY RESERVES THE RIGHT TO APPOINT MORE THAN ONE SPECIAL PROJECTS ENGINEER AND THE APPOINTMENT IS NO GUARANTEE OF WORK. RESPONSES SHALL INCLUDE A PRICE FOR WORK/ACTIVITIES THROUGH ESCROW FUNDS. IF THERE IS NO CHANGE IN PRICE FROM THE MUNICIPAL RATE, PLEASE INCLUDE A STATEMENT AS SUCH.

ENGenuity agrees to bill at the same rates for activities through escrow funds. These rates are the same as above, as listed under Item B in this Section (Section 2).

KEY TEAM MEMBER SUMMARY (RESUMES CAN BE FOUND ON IN SECTION 6)

ENGenuity has provided a list below of key team members, we provided a range of professionals so that there is also a range of rates to provide the most cost effective and qualified team to the City of Asbury Park.

Key Personnel & Rate Title	Years Of Experience	Areas Of Expertise
Jaclyn J. Flor, PE, PP, CME Principal in Charge Bachelor of Science	22	Roadway Design, Water/Wastewater Management, Hydrology/Drainage, Park Design, Streetscape Design, Traffic Engineering, Construction Management, Environmental Engineering, Bidding, Planning Studies, Permitting, Municipal & Civil Engineering,
William McConnell III, PE, BCEE Process Engineering Bachelor of Science	30+	Planning, design, operation and construction of wastewater and water treatment facilities, Environmental Engineering, Design, Project Management
Christine Ballard, PE Technical Advisor Bachelor of Science, Masters of Science	18	Water and Wastewater Management, NJ Infrastructure Bank, Regulatory Compliance, Pumping Systems, water treatment and distribution, sewer engineering, Project Management
Dana Boyadjian, PE, LSRP Environmental Engineer Bachelor of Science, Masters of Science	40+	Environmental Studies, research, testing, monitoring, sampling, monitoring wells, geo-probe, and test pit investigations with County, State and Federal facilities, construction projects, contaminated sites, underground storage tank sites and landfills. Brownfield rehabilitation.
Howard Matteson, PE, BCEE, PMP Task Manager/Wastewater Treatment Facilities/Pumping Stations Bachelor of Science	25+	QA/QC, Wastewater Treatment, Stormwater Management, Flood Control, Environmental Site Assessments, Planning, Project Management.
Brian Kearney, ME, PE, CCM Construction Management Bachelor of Science	20+	Environmental Engineering, Project Management, Construction Management, Design, Water/Wastewater Management.
Michael MacFarlane, PE Senior Staff Civil Engineer Bachelor of Science	8	Civil Design, Transportation Infrastructure, Utility Design, Urban Design, AutoCad, Construction Management
Matthew Berdahl PE Senior Staff Civil Engineer Bachelor of Science	12	Civil Design, Utility Design, Sanitary Sewer Design, Transportation Infrastructure, Roadway Designs, Drainage Designs, O&M Manuals, Permitting, Urban Design, GIS, AutoCad

Rina Dalal, PE Energy Management and Conservation Bachelor of Science, Masters of Science	14	Environmental Engineering, Permitting, Water/Wastewater Management, Infrastructure Improvement
Michael Keane Civil Designer Bachelor of Science	4	Inspections, Tracking Quantities, Civil Design, Transportation Infrastructure, Utility Design, Urban Design, AutoCad
Prasanna Sabale Civil Designer Bachelor of Science, Masters of Science	3	Inspections, Tracking Quantities, Civil Design, Transportation Infrastructure, Utility Design, Urban Design, AutoCad
Justin Parker, EIT Civil Designer Bachelor of Science	2	Inspections, Tracking Quantities, Civil Design, Grading, Utility Design, AutoCad, Inspection
Mark Esposito Civil Designer Bachelor of Science	1	Inspections, Tracking Quantities, Civil Design, Grading, Utility Design, AutoCad, Inspection

SECTION 3. CHECKLIST AND REQUIRED FORMS

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

City of Asbury Park
PROPOSAL DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Acknowledgment of Receipt of Addenda	JGF
☒	Mandatory Affirmative Action Language	JGF
☒	New Jersey Anti-Discrimination	JGF
☒	Americans with Disabilities Act of 1990 Language	JGF
☒	Stockholder Disclosure Certification Statement of Ownership	JGF
☒	Proof of Business Registration	JGF
☒	Disclosure of Investment Activities in Iran	JGF
☒	Election Contributions Disclosure Notification Form	JGF
☒	Non-Collusion Affidavit	JGF
☒	W-9 Form	JGF
☒	Political Contributions Disclosure Form	JGF
☒	Sworn Statement by Professional Services Provider	JGF
☒	Ethics Statement	JGF

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: 

Acknowledged for: ENGenuity Infrastructure
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Jaclyn J. Flor, PE, PP, CME
(Print or Type)

Title: President & CEO

Date: 11-29-2021

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
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 or sex. Except with respect to affectional or sexual orientation, 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 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 for the 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 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 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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

A handwritten signature in blue ink, reading "Jacquelyn J. Fier". The signature is fluid and cursive, with the first name "Jacquelyn" and the last name "Fier" being the most prominent parts.

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

Certification 56488

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

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-SEP-2016** to **15-SEP-2023**

ENGENUITY INFRASTRUCTURE, LLC
211 BROAD STREET - SUITE 204
RED BANK NJ 07302



A handwritten signature in dark ink, appearing to read "Ford M. Scudder", is positioned above the printed name.

FORD M. SCUDDER
Acting State Treasurer

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: ENGenuity Infrastructure

SIGNATURE: 

PRINT NAME: Jaclyn J. Flor, PE, PP, CME

TITLE: President & CEO

DATE: 11-29-2021

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

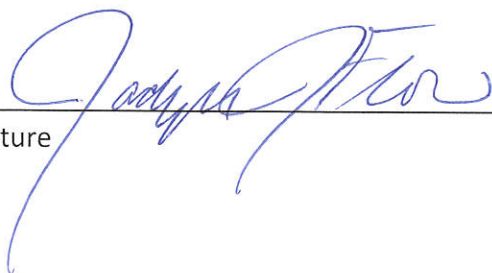
Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

Signature



AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

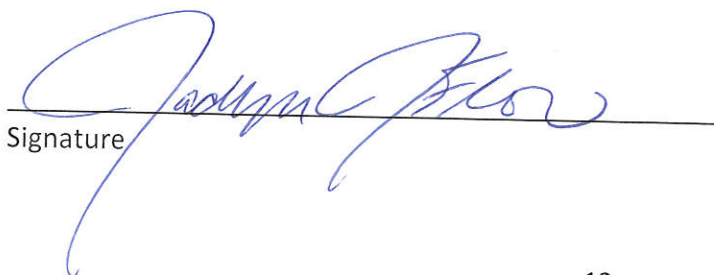
The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature



STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: ENGenuity Infrastructure

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|---|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☒ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☐ Subchapter S Corporation | ☐ Non-Profit | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Jaclyn J. Flor, PE, PP, CME

Name: _____

Home Address: 49 Pemberton Avenue

Home Address: _____

Oceanport NJ 07757

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 25 day of November, 2021

(Notary Public)

My Commission expires:

AMANDA SCHERMOND
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50069831
My Commission Expires 10/11/2025

Amanda Schermond

Jaclyn J. Flor
 (Affiant)

Jaclyn J. Flor, PE, PP, CME President & CEO
 (Print name & title of affiant)

(Corporate Seal)

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, City of Asbury Park, is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

FEDERAL AND STATE LICENSES

ENGenuity Infrastructure, LLC has State and Federal licenses and certifications including the following:

- ENGenuity Infrastructure, LLC holds a **State of New Jersey Business Registration Certificate**, under Taxpayer Identification Number 813-213-168/000.



- New Jersey Public Works Contractor Registration # 711734
- New Jersey Certificate of Authorization # 24GA28268000 for Professional Engineering and Land Surveying
- ENGenuity Infrastructure's President and CEO, Jaclyn Flor holds the following licenses:
Professional Engineer in the State of New Jersey - License No. 24GE04542600
Professional Planner in the State of New Jersey - License No. 33LI00592000
Professional Engineer in the State of Pennsylvania - License No. PE070906
Professional Engineer in the State of New York - License No. 101540
- ENGenuity Infrastructure's Senior Staff Engineer's: Michael MacFarlane, is a Professional Engineer in the State of New Jersey - License No. 24GE05533400; and Matt Berdahl, PE, is a Professional Engineer in the State of New Jersey - License No. 24GE05291500;
- ENGenuity is New Jersey SBE certified - Certificate #A0099-51
- ENGenuity is New Jersey DBE certified - NAICS codes 541330, 541611, 541620
- ENGenuity is New Jersey WBE certified- Certificate #69554-15
- ENGenuity is SBE and WBE certified by the Port Authority of New York & New Jersey
- ENGenuity is Nationally WBENC-WBE certified - Certificate # WBE1800985
- ENGenuity is Nationally WBENC-WOSB certified - Certificate # WOSB180997
- ENGenuity is EDWOSB, HUBZone, and 8(a) certified nationally by the US Small Business Administration.

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

Disclosure of Investment Activities in Iran

Bidder Name: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the *<name of contracting unit>* is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the *<reference to contracting unit>* to notify the *<reference to contracting unit>* in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the *<name of contracting unit>* and that the *<reference to contracting unit>* at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Jaclyn J. Flor, PE, PP, CME

Title: President & CEO

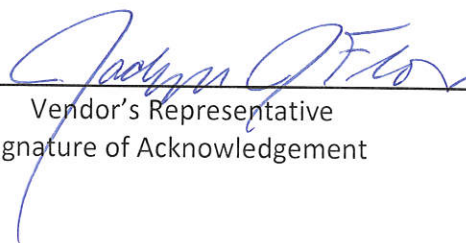
Signature: _____

Date: 11-29-2021

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27**, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Vendor's Representative
Signature of Acknowledgement

11-29-2021

Date of Acknowledgement

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Monmouth

ss:

I, Jaclyn J. Flor residing in Oceanport
(name of municipality) (name of affiant)
in the County of Monmouth and State of New Jersey
of full age, being duly sworn according to law on my oath depose
and say that:

I am President and CEO of the firm of
(Title or position) (Name of firm)

ENGenuity Infrastructure the bidder making this Proposal for the bid
entitled RFQ Special Project Engineer, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Asbury Park relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by ENGenuity Infrastructure.

Subscribed and sworn to

before me this day

November 29, 2021
Amanda Schermond Notary
public of New Jersey
My Commission expires 10/11/2022

(Seal)

AMANDA SCHERMOND
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50069831
My Commission Expires 10/11/2022

Jaclyn J. Flor
Signature

Jaclyn J. Flor, PE, PP, CME President & CEO
(Type or print name of affiant under signature)

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ENGenuity Infrastructure

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2 Bridge Avenue, Suite 323

6 City, state, and ZIP code
Red Bank, NJ 07701

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 1 - 3 2 1 3 1 6 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Jason J. Fawcett* Date ▶ **11-29-2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.
NOTE: This section is not applicable to Boards of Education.

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name:	ENGenuity Infrastructure		
Address:	2 Bridge Avenue, Suite 323		
City:	Red Bank	State: NJ	Zip: 07701

 Jaclyn J. Flor, PE, PP, CME President & CEO
Signature Printed Name Title

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]

Packet Pg. 204

Required Pursuant To N.J.S.A. 19:44A-20.26

Vendor Name:

[illegible]

23

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

N.J.S.A. 19:44A-20.26**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [the Pay to Play section](#) OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the City of Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that my family, my firm or I has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

ENGenuity Infrastructure

Firm's Name

Signature

Jaclyn J. Flor, PE, PP, CME

Print Name

President & CEO

Title

Subscribed and sworn to before me this

29 day of November, 2021.

Amanda Schermond
Notary Public

AMANDA SCHERMOND
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50069831
My Commission Expires 10/11/2022

Chapter 2. Administration

Article X. Regulation of Public Contracting, Contributions to Public Offices and Entities

§ 2-76. AWARD OF PUBLIC CONTRACTS.

Prior source history for award of public contracts includes Ordinance No. 2681 which was repealed in entirety by Ordinance No. 2969.

§ 2-76.1. Definitions.

[Ord. No. 2969]

As used in this section:

BUSINESS ENTITY

whose contributions are regulated by this section shall mean: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns ten (10%) percent of more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than one hundred thousand (\$100,000) dollars in compensation or income of any kind (including, by way of illustration, and not limitation; wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this section; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

CAMPAIGN COMMITTEE

shall mean (i) every candidate for City of Asbury Park elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iii) every joint candidates committee established in whole or in part by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iv) every political party committee of the City of Asbury Park; (v) every political party committee of the County of Monmouth; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Asbury Park municipal or Monmouth County elective offices or City of Asbury Park municipal or Monmouth County political parties or political party committees. The terms in the foregoing Subsection have the meaning prescribed in N.J.A.C. 19:25-1.7.

CONTRACT FOR PROFESSIONAL OR EXTRAORDINARY SERVICES

for the award of a contract, all City of Asbury Park or Monmouth County political committees and political party committees as described herein combined, without violating Subsection **a** of this subsection.

d. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Asbury Park Mayor or Governing Body, if the contract requires approval or appropriation from the Mayor or Governing Body, or (ii) the Mayor of the City of Asbury Park, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

e. Rules Regarding Subcontractors. No person may be awarded a subcontract to perform under a contract subject to this section, if the subcontractor would be disqualified by Subsection **a** of this subsection from receiving the contract at the time that the subcontract is awarded; nor may any person who would be disqualified by Subsection **a**. of this subsection from receiving the contract perform substantially all of the obligations described in a contract for professional or extraordinary unspecifiable services that is subject to this section.

§ 2-76.3. Contributions Made Prior to the Effective Date.

[Ord. No. 2969 § 2]

No contribution or solicitation of contributions made prior to the effective date of this section (adopted March 2, 2011 by Ord. No. 2969) shall be deemed to give rise to a violation of this section.

§ 2-76.4. Contract Renewal.

[Ord. No. 2969 § 3]

No contract subject to this section may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this section if it were an initial contract.

§ 2-76.5. Contribution Statement by Business Entity. [Ord. No. 2969 § 4]

a. Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecifiable Services from any business entity, the City of Asbury Park or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said business entity which is the intended recipient of said contract that he/she/it has not made a contribution in violation of Subsection **2-76.2**. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the business entity is not in violation of this section, prior to awarding the contract or agreement.

b. A business entity shall have a continuing duty to report to the City of Asbury Park any contributions that constitute a violation of this section that are made during the negotiation, proposal process or the duration of a contract. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the Governing Body within ten (10) business days after receipt of said report from the business entity or at the next Council meeting following receipt of said report from the business entity, whichever comes first.

c. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Asbury Park, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this section, every person aggrieved by a violation of the section, or any taxpayer or resident of the City of Asbury Park has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this section in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys' fees and costs, arising from or related to a violation of this section.



ENGENUITY
INFRASTRUCTURE

ENGenuity Infrastructure™
2 Bridge Ave., Ste 323, Red Bank, NJ 07701
732.741.3176 | engenuitynj.com

November 23, 2021

Purchasing Agent
Attn: Tracy Lizardi
City of Asbury Park
Municipal Plaza
Asbury Park, NJ 07712

Dear Ms. Lizardi,

ENGenuity Infrastructure does not have nor has it ever had any ethics violations against the firm
and/or Jaclyn Flor, our President and CEO.

Thank you,

Jaclyn J. Flor, PE, PP, CME
President and CEO

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

SECTION 4. LICENSES AND CERTIFICATIONS

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

FEDERAL AND STATE LICENSES

ENGenuity Infrastructure, LLC has State and Federal licenses and certifications including the following:

- ENGenuity Infrastructure, LLC holds a **State of New Jersey Business Registration Certificate**, under Taxpayer Identification Number 813-213-168/000.



- New Jersey **Public Works Contractor Registration** – Certificate of Registration number 711734.
- Certificate of Authorization has been approved and the assigned certificate number is 24GA28268000.
- ENGenuity Infrastructure's President and CEO, Jaclyn Flor holds the following licenses:
Professional Engineer in the State of New Jersey – License No. 24GE04542600
Professional Planner in the State of New Jersey - License No. 33LI00592000
Professional Engineer in the State of Pennsylvania - License No. PE070906
Professional Engineer in the State of New York - License No. 101540
- ENGenuity is New Jersey SBE certified - Certificate #A0057-20
- ENGenuity is New Jersey DBE certified - NAICS codes 541330, 541611, 541620
- ENGenuity is New Jersey WBE certified- Certificate #69554-15
- ENGenuity is Nationally WBENC - WBE certified – Certificate #WBE1800985
- ENGenuity is Nationally WBENC – WOSB certified – Certificate # WOSB180997

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

GENUITY INFRASTRUCTURE, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Metro NY, a WBENC Regional Partner Organization.

Certification Granted: May 30, 2018

Expiration Date: May 30, 2022

WBENC National Certification Number: WBE1800985

Sandra Eberhard, President & CEO Women's Business Enterprise Council Metro NY

WBECMETRO NY
WOMEN'S BUSINESS ENTERPRISE CENTER
JOIN FORCES. SUCCEED TOGETHER.

NAICS: 541330, 541320, 541360, 541611, 541620

UNSPSC: 81100000, 81101500, 81101512, 81101517, 81101523, 81101528, 81102101, 81151604

Center for Women & Enterprise

Great Lakes
Women's
Business
COUNCIL

GREATER
WOMEN'S
BUSINESS
COUNCIL

WOMEN'S
BUSINESS
COUNCIL
—
SOUTHWEST

WOMEN'S
BUSINESS
DEVELOPMENT
CENTER

WBEC GREATER DMV
WOMEN'S BUSINESS ENTERPRISE CENTER

WBEA

WBEC EAST
WOMEN'S BUSINESS ENTERPRISE CENTER

WBEC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBEC ORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL
OHIO RIVER VALLEY

WBEC PACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBEC SOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBEC WE
WOMEN'S BUSINESS ENTERPRISE COUNCIL



State of New Jersey

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

SHEILA OLIVER
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges ENGENUITY INFRASTRUCTURE, LLC is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior to the expiration date of this certification.



Peter Lowicki
Deputy Director

Issued: 5/25/2020
Certification Number: A0106-13

Expiration: 5/25/2023



State of New Jersey

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

SHEILA OLIVER
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges ENGENUITY INFRASTRUCTURE, LLC as a Category 2 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application



Peter Lowicki
Deputy Director

Issued: 1/17/2020
Certification Number: A0099-51

Expiration: 1/17/2023



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETT
Commissioner

SHEILA Y. OLIVER
Lt. Governor

January 29, 2021

JACLYN FLOR
ENGENUITY INFRASTRUCTURE LLC
2 Bridge Avenue
Suite 323
NJ
Red Bank, NJ 07701

RE: Renewal of DBE Certification - Anniversary Date: Annually on February 13
Dear Ms. FLOR:

We are pleased to inform you that your firm has been found eligible to continue as a Disadvantaged Business Enterprise (DBE) by the New Jersey Department of Transportation on behalf of the New Jersey Unified Certified Program (NJUCP).

Your certification status with the NJUCP will remain in effect as long as your firm continues to meet the DBE program's eligibility requirements outlined in U.S. Department of Transportation, Code of Federal Regulations Title 49 CFR Part 26. However, on an annual basis, you must submit the "No Change Affidavit" and supporting documents.

Additionally, if any time during the year there is a change in your firm, it is your obligation to notify this agency, in writing, within (30) days. Changes include, but are not limited to: ownership, and /or control, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. Failure to do so may result in the removal of your DBE Certification in accordance with §26.83(j) and §26.109(c).

The following table lists the North American Industry Classification System (NAICS) code(s) and description(s) that have been assigned to your business in accordance with the service(s) it render(s).

NAICS: Specialty Description

NAICS 541330: ENGINEERING SERVICES

NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES

Your firm will be listed in the NJUCP Directory which can be accessed at <https://njucp.dbesystem.com>.

If you have any questions regarding your DBE certification, you may email NJDOT's Disadvantaged and Small Business Program Unit at DOT.DBESBEPrograms@dot.nj.gov or call (609) 963-2051.

Sincerely,

Lydia Harper, Supervisor
Disadvantaged and Small Business Program Unit
Division of Civil Rights & Affirmative Action

Certificate Number
711734



Registration Date: 08/05/2020
Expiration Date: 08/04/2022

6.2.28.a

State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

ENGenuity Infrastructure
2020

Responsible Representative(s):

Jaclyn Flor, CEO

A handwritten signature in black ink, reading "RA Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

Packet Pg. 217

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

November 13, 2019

Jaclyn Flor, Managing Member
Engenuity Infrastructure, LLC
12 Broad Street, Ste 203
Red Bank, NJ 07701
via email

Dear Ms. Flor,

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) BD Program, you will receive business development assistance from an assigned Business Development Specialist in the SBA New Jersey District Office located at Two Gateway Center, Suite 1501 Newark NJ 07102-5003. The phone number is (973) 645-2434. We are sending a copy of this certification letter to the SBA New Jersey District Office. That office will contact you to schedule an orientation session. This could take up to 4-6 weeks. In the meantime, there are steps you should take to start your participation in the program.

Next Steps:

- **Read and Sign the Participation Agreement:** SBA requires the 8(a) Participant's highest ranking officer, the individual upon whom eligibility is based, sign the Participation Agreement showing he or she understands the conditions of 8(a) BD program participation. Please find the Agreement attached with this letter. Please read the Agreement carefully, sign and date it, and make a copy for your records. Return one copy to your local SBA District Office at the address shown in the second paragraph above.

- **Complete Training:** SBA has training courses that will benefit 8(a) Participants. You will learn the different strategies and tactics to win contracts and grow your business, and how to effectively use the 8(a) certification to position your company for sole-source awards and teaming. For firms in the first 12 months of program participation, five training courses will be offered. The training courses are: 1: How to do Business with the Federal Government, 2: Bids and Proposals, 3: FAR and CFR Overview, 4: Market Research in Federal Procurement, and 5: Capabilities: Statement and Briefings. This training is offered via interactive webinars and can be coordinated through your respective District Office Business Opportunity Specialist.

- **Develop Your Business Plan:** We encourage you to start developing your business plan. Current 8(a) BD program regulations require a firm, once certified, to promptly submit a business plan which must be approved by the SBA before the firm is eligible to receive 8(a) benefits; including 8(a) contracts. Once approved, the business plan will be reviewed annually and may be modified as needed. We offer an optional format for business plans. To consider the optional 8(a) Business Plan Form 1010C, please go to: <https://www.sba.gov/sites/default/files/SBA%201010C.pdf>.

- **Develop Your Strategy for Winning Contracts in Year 1:** Though your firm's approved North American Industry Classification System (NAICS) Code is 541330, your firm may be awarded contracts under other NAICS Codes, as long as your firm is determined to be responsible to perform the required service or task. In this regard, please note that contracts awarded under the 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. You must build relationships with potential federal customers, pursue federal prime contractors for subcontracts, and aggressively pursue prime contract opportunities to grow your business. Successful 8(a) firms regularly respond to competitive small business contracting opportunities posted on www.FBO.gov. Establish a goal and vision for winning at least two (2) competitive contracts during your first year.

- **Utilize Resources:** There are valuable FREE resources available to you right now that offer expertise in all areas of business operation including reviewing your business plan and strategy. Two resources that you can utilize today are:

- o **SBA Resource Partners:** I encourage you to locate your nearest Resource Partner. Please go to: <https://www.sba.gov/tools/local-assistance>. This link will provide access to upcoming small business events and the webpage for your District SBA Office, also.

- o **7(j) Management and Technical Assistance:** While your firm's acceptance into the 8(a) Business Development program is not a guarantee for contracts, the SBA will make every effort to assist you in implementing your business plan and strategy. Your success in the program is dependent upon the extent to which you take advantage of SBA's efforts to support you. One of the agency's major tools for your success is the 7(j) Management and Technical Assistance Services Program.

I am excited about your future, and welcome you as an 8(a) Business Development Program Participant. Wishing you much success!

Sincerely,

Dr. Donna L. Peebles,
Associate Administrator
Office of Business Development

U.S. Small Business Administration
8(a) Program - Participation Agreement
(revised December 2015)

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

Original
Certification
Date: 07/25/2019

Jaclyn Flor - President, ceo
Engenuity Infrastructure, LLC
12 Broad St Ste 203,
Red bank, NJ, 07701-1929

Dear Jaclyn Flor:

Congratulations! . . . Welcome to the HUBZone Program!

I am pleased to advise you that effective this date, Engenuity Infrastructure, LLC has been approved for certification as a "qualified HUBZone small business concern (SBC)". The firm is now eligible for HUBZone opportunities and will be included on the list of qualified HUBZone small business concerns found at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm. This certification will remain in effect unless SBA later determines that the firm does not meet the eligibility requirements of the program or the firm submits a [voluntary decertification form](#). The information below sets forth facts concerning the company's continued eligibility and its responsibilities.

The Firm's Responsibilities as a HUBZone certified concern

As a HUBZone certified concern, the program benefits the firm may receive come with important responsibilities, including:

- **Keeping up-to-date on the HUBZone geographical designations by visiting the HUBZone website at <http://www.sba.gov/content/hubzone-maps>.**

Check SBA's HUBZone mapping pages to determine whether changes in HUBZone area designations impact, or will impact, the firm's eligibility. Note that changes in geographical designations may critically affect the firm's compliance with Program requirements that its principal office be located in a HUBZone, and/or that at least 35% of its employees reside in a HUBZone.

Sign up to receive HUBZone News Updates by entering your email address at <https://public.govdelivery.com/accounts/USSBA/subscriber/new>. Once there, expand the "SBA Initiatives" subscription topic, select HUBZone News, and click "Next." This is the simplest single step you can take to keep current on key program changes that may affect the firm's eligibility.

Note: In accordance with the National Defense Authorization Act of 2018 - Section 1701, areas that would have lost HUBZone geographical eligibility during 2018 and 2019, through expiration of redesignated status, will retain their geographical eligibility until the results of the 2020 Census that impact HUBZone areas are released - expected to be December 31, 2021. For forward planning purposes, if the firm's principal office is located, or some of its employees reside, in such areas, you should consider actions necessary to maintain program compliance that date.

- HUBZone Contracting: Make the Federal Government Your Customer <https://youtu.be/LA0LKY5KTIE>
- HUBZone Joint Ventures: How to Partner with Other Companies for HUBZone Contracts <https://youtu.be/ZBJfs2h-w3Q>
- HUBZone Protests and Appeals <https://youtu.be/LgBGMt-ge4g>
- Continued HUBZone Compliance: How to Maintain Your HUBZone Certification https://youtu.be/_gKBw-Xjvlg
- Employment and Affiliation in the HUBZone Program <https://youtu.be/DLCEjoRDDoQ>
- Understanding How HUBZones are Designated <https://youtu.be/k0j9AniLTdI>

Additional information about the program is available in the SBA YouTube channel at <https://www.youtube.com/user/sba>. You might be particularly interested in the following webinars, recorded in February and March 2018:

- **Remaining in compliance at all times and staying updated on Program changes.** It is the firm's responsibility to continually ensure that it meets the requirements of the Program. This includes, for example, continuously meeting the 35% HUBZone residency requirement. The firm can make good faith efforts to "attempt to maintain" (see definition at [13 C.F.R. § 126.103](#)) having 35% of its employees reside in a HUBZone during the performance of a HUBZone contract it received (as a prime, not as a subcontractor). But, the business must meet this residency requirement anytime it submits an offer on and receives a new HUBZone contract. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to the firm as a qualified HUBZone SBC (e.g., the subcontracting limitations requirements set forth in [13 C.F.R. § 126.700](#), and/or the non-manufacturer rule set forth in [13 C.F.R. § 126.601\(e\)](#)).
- **Informing the HUBZone Program of any material changes to the concern.** If there are material changes to the concern that may affect its continued eligibility, you must notify the HUBZone Program by sending an e-mail to HZMCN@sba.gov. Material changes include a change in name, size, ownership, business structure, or principal office location, in addition to falling below the 35% employee HUBZone residency requirement when the firm is not performing on a HUBZone contract. Failure to notify the HUBZone Program of material changes may result in decertification from the program. If at any time the concern no longer qualifies for the HUBZone Program, the individual authorized to represent the firm can complete the "Voluntary Decertification Agreement" available at <https://www.sba.gov/sites/default/files/forms/SBA%20Form%202408.pdf>.

Note: The HUBZone Program sends notices regarding program examinations, proposed decertifications, and re-certifications to the firm's physical and email addresses of record. If the firm fails to respond to these notices because the firm relocated without updating its SAM and DSBS profiles and informing the HUBZone Program, SBA will propose the firm for decertification and may subsequently decertify it from the Program. Therefore, it is critical that you check your email's SPAM folder to make sure that you are receiving emails from SBA, and keep the firm's SAM and DSBS profiles current.

ATTENTION: The firm's principal office address is currently in a HUBZone redesignated area. In order to maintain the certification you must analyze how the ending of the HUBZone designation for this area impacts the firm's principal office and 35% employee HUBZone residency requirements. The HUBZone Program will propose decertification of the firm on or after the date the area's redesignation ends. For more information, review the ["Maintaining Certification: Decertification"](#) section of the Frequently Asked Questions.

Specifically, the firm's address at 12 Broad St No.203, Red Bank, NJ 07701, is in QCT 34025803600, which is within the expanded military base closure area of Ft Monmouth, and will retain geographical eligibility until the results of the 2020 census are published.

- **Participating in SBA eligibility monitoring initiatives.** In order to ensure the integrity of the Program, firms will be required to recertify their status and may be subject to program examinations, proposed decertifications, or protests designed to verify eligibility, including:
 - SBA requiring the concern to certify in writing under penalty of perjury that it continues to meet all the eligibility criteria of the HUBZone Program or voluntarily decertify
 - SBA requiring the concern to submit updated documentation, similar to the information and documents you provided for the firm to obtain initial certification, in order to verify that it remains eligible for the program.
 - SBA requiring the concern to demonstrate that it was eligible for the Program both at the time of its initial offer and award of a HUBZone contract.
 - SBA making unannounced site visits to any or all of the concern's locations to verify the accuracy of any information provided to SBA.
- **Keeping the firm's System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date.** To apply for HUBZone Program certification, the firm had to be registered in SAM and DSBS. For the firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts), these records must remain up-to-date. You must validate the firm's information at least

annually or its SAM registration will become inactive. If you need assistance in updating the firm's SAM or DSBS information, please go to the SAM Help Desk at <https://fsd.gov/fsd-gov/home.do>.

- **Misrepresentation:** By bidding on any Federal solicitation that is set-aside or reserved only for HUBZone SBCs or for which a HUBZone preference will be applied, the firm's submission of that offer is deemed to be a representation to the United States that the company is fully in compliance with the HUBZone regulatory requirements, and that there have been no material changes since it received the HUBZone certification. ANY SBC FOUND TO MISREPRESENT ITS HUBZONE STATUS IN OBTAINING SUCH AN AWARD MAY BE SUBJECT TO A RANGE OF CIVIL OR CRIMINAL PENALTIES, TREBLE DAMAGES UNDER THE FALSE CLAIMS ACT, AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

How to get the most out of the Program

Although the firm's status as a certified HUBZone SBC greatly improves its access to Federal awards, this certification does not guarantee contract awards. Your ability to research opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following additional web resources designed to help you maximize the Program's benefits:

- SBA's Government Contracting Classroom website at (<http://www.sba.gov/gcclassroom>) provides valuable information on Federal contracting. Please note that while your concern was approved under the primary North American Industry Classification System (NAICS) Code found in your firm's SAM and DSBS profiles, you may be awarded contracts under other NAICS Codes. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your profile's NAICS code.
- Federal Business Opportunities (<https://www.fbo.gov/>) serves as a central listing for Federal procurement solicitations to the public. The [Federal Procurement Data System](#) is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories, including HUBZone.
- www.USAspending.gov is a single searchable website, accessible to the public at no cost, which includes for each Federal award: the name of the entity receiving the award; the amount of the award; information on the award including transaction type, funding agency, etc.; and the location of the entity receiving the award.
- SBA's Surety Bond Guarantee program (SBG) website (www.sba.gov/osg) provides information on how to apply for an SBA surety bond guarantee and a listing of participating sureties and agents. For immediate questions, please call 202-205-6540. The SBG program guarantees bid, performance and payment bonds for individual private or public contracts up to \$6.5 million, and up to \$10 million with a federal contracting officer's certification that the bond guarantee is necessary, for small and emerging contractors having difficulties obtaining surety bonds through regular commercial channels.

Thank you for contributing to US economic development

We wish you the best of luck as a HUBZone certified concern - your success will help improve the economic future of the HUBZone(s) in which the firm operates. If at any time you have any questions about the Program or how the SBA may be able to support your business objectives, the HUBZone Office offers assistance via an interactive conference call where we can respond to general questions and concerns in real-time. Visit our website at <http://www.sba.gov/hubzone>, for additional information or contact the HUBZone Help Desk at HUBZone@sba.gov

Very Respectfully,

Bruce D. Purdy

Bruce D. Purdy

Deputy Director,

Office of HUBZone Program

U.S. Small Business Administration

Email: [HubZone Helpdesk](#)

HUBZone Certification Number: 61918

Ref: IAF-19L

Office of the HUBZone Program, U.S. Small Business Administration, 409 Third Street, SW, Washington, DC 20416

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

Jaclyn J. Flor
49 Pemberton Ave.
Oceanport NJ 07757

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Professional Planners

HAS LICENSED

Jaclyn J. Flor
Professional Planner

03/31/2020 TO 05/31/2022
VALID

33LI00592000
License/Registration/Certificate #

Paul Rodriguez
ACTING DIRECTOR

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Professional Planners

HAS LICENSED

Jaclyn J. Flor
49 Pemberton Ave.
Oceanport NJ 07757

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner

03/03/2020 TO 04/30/2022
VALID

24GE04542600
LICENSE/REGISTRATION/CERTIFICATION #

Jaclyn J. Flor
Signature of Licensee/Registrant/Certificate Holder

Paul Rodriguez
ACTING DIRECTOR

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

Jaclyn J. Flor
Professional Engineer

03/03/2020 TO 04/30/2022
VALID

24GE04542600
License/Registration/Certificate #

Paul Rodriguez
ACTING DIRECTOR

03/31/2020 TO 05/31/2022
VALID

33LI00592000
LICENSE/REGISTRATION/CERTIFICATION #

Jaclyn J. Flor
Signature of Licensee/Registrant/Certificate Holder

Paul Rodriguez
ACTING DIRECTOR

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

MICHAEL MACFARLANE
545 Harris Ave.
08730
Brielle NJ 08730

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

Civil

04/16/2020 TO 04/30/2022
VALID

24GE05533400
LICENSE/REGISTRATION/CERTIFICATION #

Mike MacFarlane
Signature of Licensee/Registrant/Certificate Holder

Paul Rodriguez
ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors
HAS LICENSED
MICHAEL MACFARLANE
Professional Engineer
Civil

Mike MacFarlane SIGNATURE
04/16/2020 TO 04/30/2022 VALID
24GE05533400
License/Registration/Certificate #

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Prof. Engineers & Land Surv
P.O. Box 45015
Newark, NJ 07101

PLEASE DETACH HERE

6.2.28.a

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs



6.2.28.a

THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors

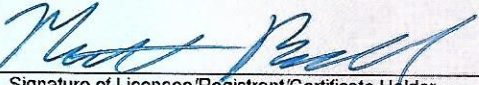
HAS LICENSED

Matthew J. Berdahl
ENGenuity Infrastructure
2 Bridge Avenue, Suite 323
Red Bank NJ 07701

FOR PRACTICE IN NEW JERSEY AS A(N): **Professional Engineer**

05/26/2020 TO 04/30/2022
VALID

24GE05291500
LICENSE/REGISTRATION/CERTIFICATION #


Signature of Licensee/Registrant/Certificate Holder


ACTING DIRECTOR

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

SECTION 5. PROJECT PROFILES

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

NEW BUILDING DEVELOPMENT PROJECT PROFILES

NJ DOE STATE PROJECT #3560-050-16-1000 NEW PROVIDENCE MIDDLE/HIGH SCHOOL LOCKER ROOMS AND CLASSROOM ADDITION.

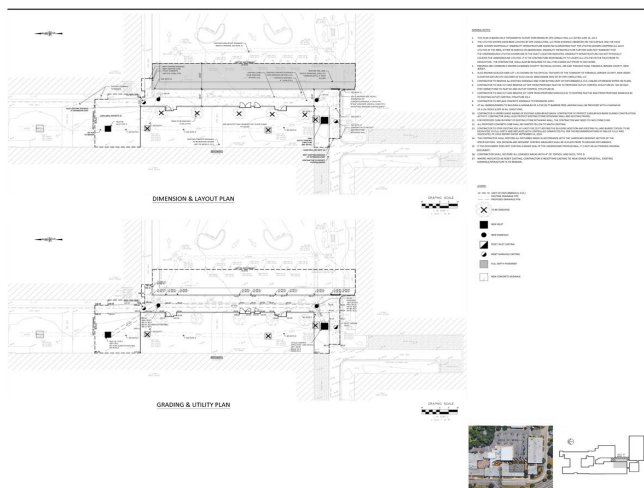
CLIENT: NEW PROVIDENCE BOARD OF EDUCATION



ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition and interior renovation to New Providence Middle/High School, in Union County, New Jersey. The first addition was 35 FT x 25 FT, totaling 875 SF, and the second addition was 38 FT x 23 SF, totaling 874 SF. ENGenuity provided design for new walkway entrances that met ADA compliance. The improvements also included the relocation of an existing sanitary sewer lateral. The overall construction budget was \$5.8 million.

NJ DOE STATE PROJECT #0290-075-17-1000 - BERGEN COUNTY VOCATIONAL TECHNICAL SCHOOL CULINARY SUITE ADDITION

CLIENT: BERGEN COUNTY VOCATIONAL TECHNICAL SCHOOL



ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition. The new addition was 97.3 FT x 24.5 FT, totaling 2,384 SF, and the interior renovations within the existing footprint totaled approximately 45 FT X 97 FT, 4,365 SF. ENGenuity provided design for walkway entrances that met ADA compliance, as well as design for a detention basin and parking area. The improvements also called for a drainage

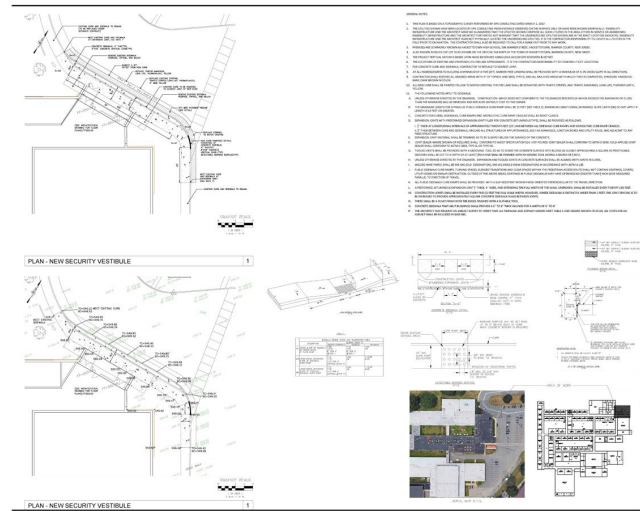
report to analyze criteria for the proposed basin, along with SCS permitting. The overall construction budget was \$5.5 million.



NJ DOE STATE PROJECT #1870-050-14-1004 – HACKETTSTOWN HS SECURITY

CLIENT: HACKETTSTOWN BOARD OF EDUCATION

ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition for a security vestibule and a media addition. The project consisted of a new security vestibule addition at the entryway of the school. ENGenuity provided design for extending the existing sidewalk in front the new vestibule to meet ADA requirements, a new driveway layout, replacement of curb, and pavement repair. The overall construction budget was \$1M.



NJ DOE STATE PROJECT #0510-050-18-1000 – BRANCBURG BOE MAINTENANCE GARAGE

CLIENT: BRANCBURG BOARD OF EDUCATION



ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a new bus maintenance facility for the Board of Education. The project included the design of a detention basin and pump station, along with parking area design for buses. The project consisted of the

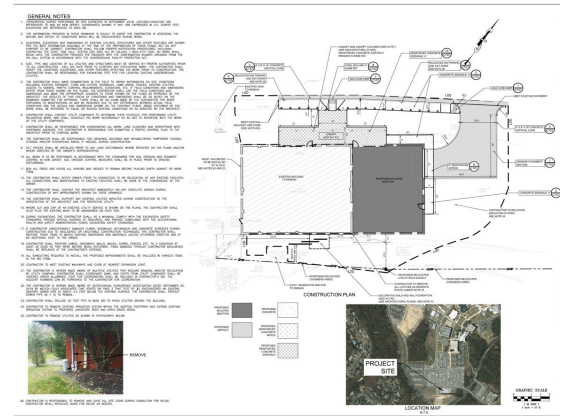
development of three (3) bay garages for bus repairs that had access to the existing driveway for York School. It also included SCS permitting and a drainage report. The overall construction budget was \$2.1 million. In 2020, ENGenuity handled a new access road for the site and a subdivision.



OCEAN COUNTY COLLEGE SECURITY BUILDING ADDITION

CLIENT: OCEAN COUNTY COLLEGE

ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of security addition to the existing campus structure. The project comprised of a 2,500 SF addition to Building No. 30 which consisted of a crime lab, a garage, a flex space, a classroom, and restrooms. ENGenuity designed new walkways, a driveway, fencing, and signage associated with the proposed renovations.



PARKING FACILITIES, MANAGEMENT AND ANALYSIS PROJECTS

WHITE STREET AND ENGLISH PLAZA STREETScape IMPROVEMENT PROJECT, RED BANK, NJ

CLIENT: RED BANK RIVERCENTER

ENGenuity lead the planning, design, and construction phase of this \$1.5M Project in the heart of downtown Red Bank. The project reconstructs three Borough rights-of-way, English Plaza, White Street, and Emanuel Court, and two downtown Borough parking lots, one in English Plaza and the other a portion of the White Street lot. The project focused on transforming this area with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project aimed to spur economic development through a redesign that provides a safe, aesthetic, and inviting space for the hosting of public events, and for patrons to safely park and access the businesses. The project began in April 2018. The first phase was a Listening Phase, where the Project Team gathered feedback from representatives of the Red Bank community. This included 24 one-on-one stakeholder interviews, a property owners meeting, and a public meeting. After a design concept was selected, the project proceeded to final design informed by all feedback. At the public meeting the community was informed how their feedback shaped the final design.



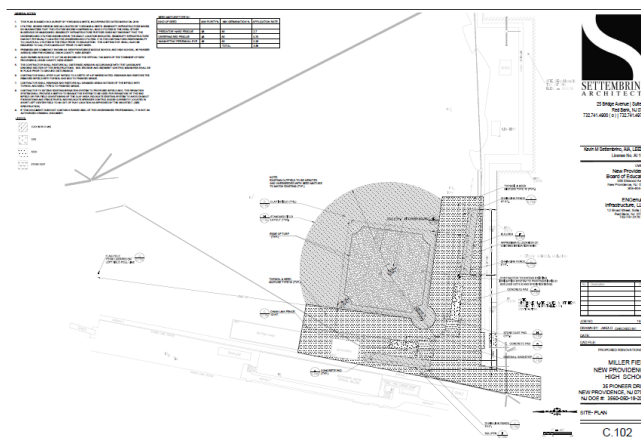
Approximately 32 businesses of varying sizes line English Plaza; many are rear facing or have back entrances, and several retail establishments and professional offices face English Plaza and White Street within the project area. The project aimed to increase foot traffic to these businesses by providing safe and sufficient pedestrian circulation; efficient access to parking; improved and aesthetic lighting; new brick paver sidewalks, curb, pavement; and landscaping. The area was redesigned with a layout that can support public events, fairs, and farm markets. Through this project, the area was transformed from a mere background along the shoppers' walk to Broad Street into an inviting area where patrons can shop, dine, relax and stroll. In addition to multiple streetscape areas, the project included closing a deteriorated alley to vehicular traffic and converting it into a pedestrian park with murals and lighting.

PARKS AND OPEN SPACE PROJECTS

NJ DOE STATE PROJECT #3560-050-18-2000 – NEW PROVIDENCE BOE MILLER FIELD

CLIENT: NEW PROVIDENCE BOARD OF EDUCATION

ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school renovation. The project included the design of a sod infield, roofing and reconfiguring two (2) dugouts, replacement of silver fencing mesh with six (6) gauge black galvanized steel mesh, repair/replacement of the existing PA system, installation of dual bull pens, an extension of the irrigation system into the infield, and the installation of a storage shed at Miller Field, New Providence Middle School and High School. ENGenuity was responsible for plans and grading for sodding the infield, layout and design of the bullpens, replacement of fencing, a performance specification for irrigation, and grading, and design of a proposed walkway to the new shed. The overall construction budget was \$5.8 million.



SOUTHWEST RESILIENCY PARK EXPANSION

CLIENT: CITY OF HOBOKEN

The City of Hoboken in 2021 hired Starr Whitehouse and ENGenuity as well as several other consultants for the Southwest Resiliency Park Expansion. Hoboken's Southwest Resiliency Park Expansion will provide recreational amenities and will incorporate multiple innovative stormwater management measures. The Park Expansion will complement the existing Southwest Park, and will build upon the stakeholder



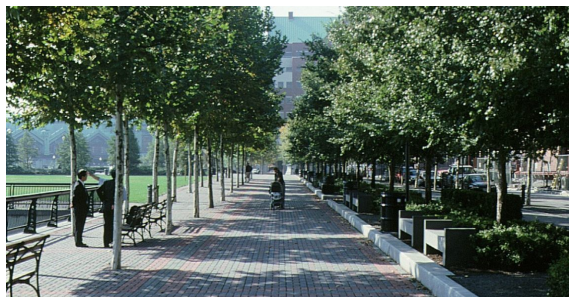
feedback already received for the existing pop-up park at its location. The Southwest Park Expansion, located at 57 Marshall Street/60 Harrison Street, will be developed through a robust public engagement process. Public input will be used to develop alternative layouts for the project site, each maximizing the design and flood risk reduction potential. Through public feedback on these alternatives, a final design for the park will be developed, construction documents completed, and the project will be publicly advertised and bid for construction. It is envisioned that the Southwest Resiliency Park Expansion will incorporate innovative, inclusive, and universally accessible play areas, active recreation, passive recreation, cultural/civic uses, landscapes, and urban design. The project will also complement the character of the surrounding neighborhood, including the existing Southwest Resiliency Park. The project intends to detain stormwater to further manage flooding in Southwest Hoboken. The Project will also incorporate multi-modal improvements on the streets surrounding the park so that access and circulation around the park are improved.



RECREATIONAL FACILITIES PROJECTS

HUDSON RIVER WATERFRONT WALKWAY STATE OF GOOD REPAIR PROJECT, HOBOKEN, NJ

CLIENT: HOBOKEN SOUTH WATERFRONT BOARD



ENGenuity was hired by the Hoboken South Waterfront Board to design and inspect the Hudson River Waterfront Walkway State of Good Repair Project from Newark Street to 4th Street. Our scope included Survey, Design, Advertising, Bidding, and Construction Administration and Inspection.



The Project Construction Phase is Winter 2019 through Fall 2020. The project resets the brick walkway, sands and repaints the railing, resets the pile caps, upgrades the irrigation system, replants trees, replaces lighting, and upgrades landscaping. ENGenuity completed the construction management phase for the project in Fall 2020.

SITE DEVELOPMENT PROJECTS

SPECIAL PROJECTS ENGINEER FOR OCEANPORT BOROUGH

Since 2019 to present, ENGenuity Infrastructure has been the appointed Special Projects Engineer for the Borough of Oceanport. In that role we have performed multiple site development reviews on Fort Monmouth. Most recently in 2021 we reviewed a 60-acre site development in Fort Monmouth that was divided into three (3) phases of engineering and planning reviews. Our review letters reviewed traffic, circulation, variances, design waivers, environmental, utilities, stormwater, permitting, status of outside approvals, details, bonding, and assisting in reviewing the engineering aspects of the Developers Agreement.

STORMWATER AND WASTEWATER FACILITIES AND INFRASTRUCTURE PROJECTS

MULTIPLE WASTEWATER PLANT DESIGNS, MCUA, SAYREVILLE, NJ

Over the years, CDM Smith has performed varied planning, evaluation, design, and construction management services related to MCUA's WWTFs. Some projects are briefly described below.

CDM Smith provided design and construction oversight services for an 800-gpm chlorination pipeline and diffuser system for MCUA's 120-mgd Edward J. Patten Water Reclamation Plant. Work included installing corrosion resistant piping, valves and hardware, and scheduling to minimize system downtime. The design and installation was expedited to assure the Authority's compliance with a government-mandated consent order. For the expansion design of the secondary facilities, CDM Smith's design included four 45m-dia final settling tanks, return sludge pumping facilities, waste sludge pumping systems, site grading, flow monitoring, variable frequency drives, isolation transformers, and instrumentation/control systems.

CDM Smith designed, procured, fabricated, set-up, and operated the world's largest ozone disinfection pilot plant for long-term testing of wastewater effluent disinfection. This study was used to determine the effectiveness of ozone disinfection on MCUA's plant effluent. Our staff performed field sampling and testing, analyzed data, prepared reports, and provided conceptual design of a full-scale facility.

CAMDEN COUNTY MUNICIPAL UTILITIES AUTHORITY (CCMUA), ODOR STUDIES, DESIGN, CONSTRUCTION AND PERMITTING FOR DELAWARE NO. 1 WPCF—CAMDEN, NJ

The CCMUA operates the 160-mgd (wet weather flow), 80-mgd (secondary treatment) Delaware No. 1 WPCF, which is located in fairly close proximity to residential areas. The facility had a history of odor complaints and the existing odor control systems, while extensive, were not operating efficiently enough to eliminate off-site odor complaints. These factors precipitated an Administrative complaints Consent Order (ACO) between CCMUA, the NJDEP, and a local citizen's action committee, with numerous provisions aimed at eliminating off-site odor complaints.

CDM Smith performed an odor study using a direct approach and provided an unbiased assessment of the existing situation. CDM Smith reviewed previous reports and visited the WPCF, quickly concluding that the major problems were the lack of odor control for the preliminary treatment facility (PTF) building and the poor performance of the mist-chamber scrubbers treating foul air from solids processing buildings. Wastewater process investigations were focused on their hydrogen sulfide emissions. The mist-chamber chemical analyses were much more comprehensive, because our objective was to optimize their performance. Air stream samples were analyzed for ammonia and reduced sulfur species. While the systems were operating as specified by the design consultant, they were not



scrubbing the odorous compounds effectively. Airflow and pressure, nozzle liquid flow, pH and oxidation reduction potential (ORP) were all measured concurrent with initial air sampling. CDM Smith concluded that the scrubber acid, caustic and hypochlorite set points were not consistent with efficient removal of the odorous compounds present, especially the reduced organic sulfur species. Further, scrubber air pressure was low and water supply and pressure were occasionally problematic. Scrubber pH and ORP set points were revised and a marked improvement in control efficiency was achieved.

Because of the history and the ACO, CDM Smith conducted a state-of-the-art odor sampling and modeling study that was subject to, and passed, extreme regulatory scrutiny. We prepared formal odor sampling and dispersion modeling protocols that were approved by NJDEP. The odor dispersion modeling was conducted with the BREEZE package of EPA's ISC3 refined dispersion model, five years of actual hourly meteorological data, and a five-minute peaking factor for hydrogen sulfide and total odor, expressed as D/T. The model was used to produce mapped isopleths of the highest predicted D/T concentrations, and also of odor impact frequency. The frequency curves showed the number of times in a year that nuisance odor concentrations could occur at any receptor. NJDEP expressed its appreciation for the innovative and informative frequency analysis. The modeling was used to rank the contributions of individual odor sources at the facility to both odor concentration and odor occurrence frequency at the neighborhood. Based on this work, CDM Smith Because of the history and the ACO, CDM Smith conducted a state-of-the-art odor sampling and modeling study that was subject to, and passed, extreme regulatory scrutiny. We prepared formal odor sampling and dispersion modeling protocols that were approved by NJDEP. The odor dispersion modeling was conducted with the BREEZE package of EPA's ISC3 refined dispersion model, five years of actual hourly meteorological data, and a five-minute peaking factor for hydrogen sulfide and total odor, expressed as D/T. The model was used to produce mapped isopleths of the highest predicted D/T concentrations, and also of odor impact frequency. The frequency curves showed the number of times in a year that nuisance odor concentrations could occur at any receptor. NJDEP expressed its appreciation for the innovative and informative frequency analysis. The modeling was used to rank the contributions of individual odor sources at the facility to both odor concentration and odor occurrence frequency at the neighborhood. Based on this work, CDM Smith successfully negotiated NJDEP approvals for the air permits for all of the proposed improvements.

COMBINED HEAT AND POWER COGENERATION SYSTEM—SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY, BELMAR, NJ

For the South Monmouth Regional Sewerage Authority (SMRSA) WWTP, CDM Smith provided engineering design, permit, bidding, and construction services related to a cogeneration installation project. The SMRSA biogas utilization project produces on-site heat and power to offset the plant's energy use, as well as significantly reduce the amount of greenhouse gas emissions.

CDM Smith evaluated several alternative energy systems for the facility taking into account the nature of the offgas/biogas. This evaluation included several microturbines and various other engine systems. At the conclusion of the evaluation, based on factors such as initial capital cost, power and heat produced, payback period, extended warranty cost, and operations and maintenance, the internal combustion engine system was selected by SMRSA.

The cogeneration system includes two 140kW biogas fueled internal combustion engines and associated generators and controls. The gas conditioning equipment includes hydrogen sulfide removal, siloxane removal, gas booster skid, gas chiller, gas compression control panel and transformer, precast concrete chamber, a condensate accumulator, sump pump system, and instrumentation. CDM Smith provided civil/site, structural, mechanical, and electrical design services. During design, CDM Smith also provided



air permit services that included evaluating the air emission compliance values, emissions calculations, and developing the permit compliance plan component for each air emission source. CDM Smith also prepared a New Jersey Department of Environmental Protection (NJDEP) – Air Quality Permit Program (AQPP) permit application, utilizing the NJDEP’s RADIUS software program, as mandated by the state, to prepare this air permit application on behalf of SMRSA

SMRSA’s CHP cogeneration system uses all available biogas produced by the anaerobic digestion process for the production of on-site electrical energy (producing up to 60% of plant’s monthly electrical energy demand) and 100% heat energy (reducing natural gas dependency). Because the CHP cogeneration system uses all available biogas, flaring of excess biogas is no longer required.

CONSTRUCTION MANAGEMENT SERVICES, WWTP PHASE I UPGRADES—SRVSA

CDM Smith provided construction observation services to SRVSA during upgrades to the WWTP. The project included a new influent pump station, new secondary sludge pumping station, new secondary clarifiers, new disinfection building and various upgrades of existing treatment systems. CDM Smith staff served as the liaison between the contractor and owner. CDM Smith provided approval of contractor payment requisitions, change order preparation, resident inspection, and preparation of monthly progress reports to the owner.

CONSTRUCTION MANAGEMENT SERVICES FOR INTERCEPTOR RELIEF PROJECT —SRVSA

CDM Smith provided construction observation services for SRVSA’s 4.5-mile sewer interceptor project. CDM Smith staff was responsible for field and office engineering services, coordinating and scheduling the construction activities, processing RFIs for construction field problems, and reviewing shop drawings. CDM Smith staff monitored the construction to assure conformance with plans, specifications and compliance within the NJDEP Regulations, as well as review the project schedule, schedule of values and bid breakdown, and payment requisitions.

CONSTRUCTION MANAGEMENT SERVICES FOR ULTRAVIOLET DISINFECTION FACILITY LINDEN ROSELLE SEWERAGE AUTHORITY (LRSA), LINDEN, NJ

CDM Smith provided construction management services during construction of the UV facility. Our services encompassed contract administration, construction management, shop drawing review, design clarifications, and inspection services for the chlorine to UV conversion. This was, and still is, the largest UV disinfection system of its kind in the State of New Jersey.

The project necessitated converting existing concrete channels that had been used for chlorine contact time to UV channels. This effort included demolishing portions of the existing chlorine tanks and tank structures, and the application of lightweight, specialty concrete that would not create settlement in the tanks. In addition, CDM Smith oversaw the installation of all UV units, piping, pumps, slide gates, and a new canopy structure.

INTERCEPTOR RELIEF SEWER—SRVSA, BRIDGEWATER, NJ

Due to the proposed routing of this sewer, this project required a corridor study be performed to ascertain environmental conditions of the various properties. Since most of the proposed construction activities took place within the regulatory flood hazard area of the Raritan River, based on New Jersey’s delineated watercourse mapping, an application for NJDEP’s Land Use Regulation Program (LURP) – Stream Encroachment permit was undertaken by CDM Smith. Additional environmental permits and approvals that were needed for this project were the NJDEP’s LURP – Individual Freshwater Wetlands which requires freshwater wetlands mitigation, NJDEP’s Treatment Works Approval, NJDEP’s construction dewatering permit, and local Soil Erosion and Sediment Control Plan Certification, Green Acres Program (GAP)



approval inclusive of full State House Commission approval, and extensive archaeological and cultural resources evaluations. CDM Smith assisted SRVSA with securing the funding through the combined NJDEP and New Jersey Environmental Infrastructure Trust (NJEIT) financing program.

NJ DOE #: 2370-080-18-2000 – JFK ELEMENTARY SANITARY SEWER EXTENSION CLIENT: JAMESBURG SCHOOL DISTRICT BOARD OF EDUCATION

ENGenuity handled site civil design for a sanitary main and lateral and parking lot reconstruction. The scope of the project was to add nine (9) parking spaces to the existing lot along with any associated base repairs and new curb layouts. The project also included sanitary sewer design through the parking lot. The overall construction budget was \$800,000.



STREETS AND ROADWAY IMPROVEMENT PROJECTS INCLUDES TRAFFIC SAFETY PROJECTS & STATE PERMITS

MADISON STREET, 9TH STREET, AND 11TH STREET ROAD REPROFILING, HOBOKEN, NJ
CLIENT: CITY OF HOBOKEN



The City of Hoboken is served by a combined sewer system, and during heavy wet events the city is experiencing flooding in a low area in the northwest section of the city. The streets are Madison, 9th, and 11th street. ENGenuity Infrastructure was hired by the city to reprofile these three streets and to add storage and green infrastructure to offset the road raising in an effort to eliminate the flooding in this area of the city.

The North Hudson Sewerage Authority is replacing the combined sewer in these streets at the same time to address a sag in their system. The City is also replacing the water mains and services on these three (3) streets. ENGenuity just completed the design phase of the project with Mott MacDonald and CDM Smith. The project construction costs are \$5.5M.



MILLING & PAVING OF VARIOUS STREETS, HOBOKEN, NJ

CLIENT: CITY OF HOBOKEN

ENGenuity was hired by the Hoboken for Conceptual Design, Final Design, and Construction Management for the Milling and Paving of Clinton Street from 7th to 8th Street and from Newark to 6th Street; and Jackson Street from 8th to 9th Street. The project included separated Class I bike lanes and complete street upgrades. Portions of Clinton Street are within the Central Hoboken Historic District, therefore, approval from the HPC was required for the design. Due to the Class I bike lanes, coordination with the Hoboken Fire Department, Police, and NJ TRANSIT. The limit of disturbance exceeded 5,000 SF, and therefore, HEPSCS permitting was required. The \$1M project was under construction from Winter 2019 through Winter 2020.



VARIOUS STREETS – 2018 - HOBOKEN, NJDOT MUNICIPAL AID, HOBOKEN, NJ

CLIENT: CITY OF HOBOKEN



ENGenuity was hired by the Hoboken to for Conceptual Design, Final Design, and Construction Management for the Milling and Paving of Grand Street between Newark and 5th and 6th and 9th; 7th Street between Monroe and Clinton Street and between Garden and Hudson Street, and 12th Street between Garden and Willow. The project included separated Class I bike lanes, a raised intersection at Grand and 9th, and complete street upgrades. The project was funded through an NJDOT municipal aid grant. Due to the Class I bike lanes, coordination with the Hoboken Fire Department, Police, and NJ TRANSIT. The limit of disturbance exceeded 5,000 SF, and therefore, HEPSCS permitting was required. The \$1.3M project was under construction through Winter 2020.

WASHINGTON STREET COMPLETE STREET REDESIGN, HOBOKEN, NJ

CLIENT: CITY OF HOBOKEN

Washington Street is a 15-block commercial corridor in Hoboken, New Jersey. The project replaces aging watermain, sidewalks, ADA ramps, resurfaces the roadway, improves mobility with new bikeways, and modernized traffic signals at 15 intersections. The project improves environmental performance and resiliency through 15 rain gardens, upgraded LED lighting fixtures, and a new microgrid. The project

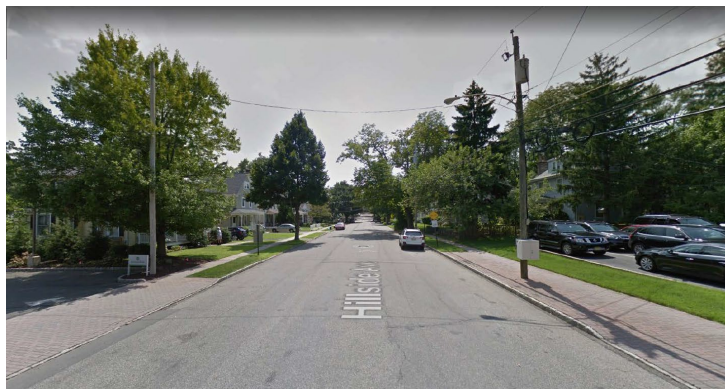


included an extensive public outreach process and many public meetings and business meetings. The project construction costs were approximately \$20M. The project completed construction in the Spring of 2019. Jaclyn J. Flor, PE, PP, CME lead the design phase, and ENGenuity was a Consultant the City in the Construction phase handling communications during the 24-month construction phase.

2019 CAPITAL ROAD IMPROVEMENTS, CHATHAM, NJ

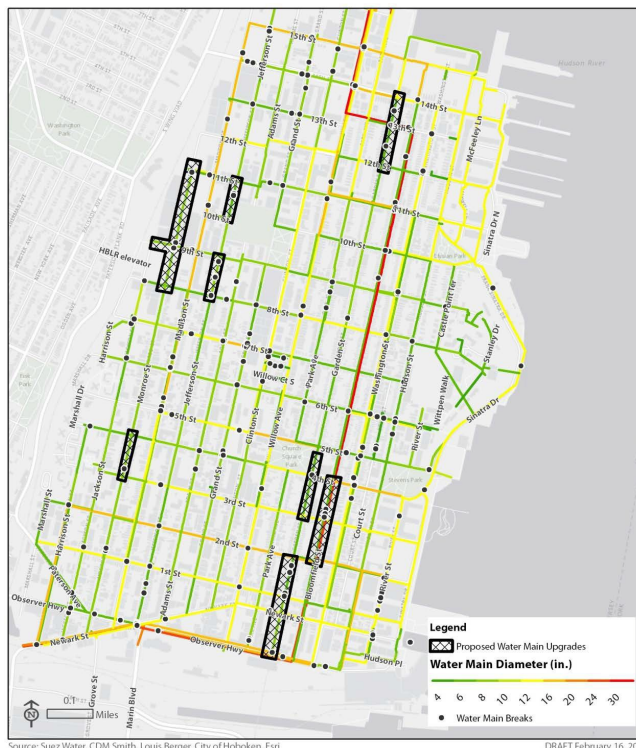
CLIENT: BOROUGH OF CHATHAM

The Borough of Chatham hired ENGenuity to design Hillside Avenue's roadway capital improvements to Hillside Avenue. The scope of work included survey and design services for roadway improvements, replacement of deteriorated curbing, improvements to ADA ramps and sidewalk. ENGenuity performed survey and base-mapping for the length of Hillside Avenue from Watchung Avenue to Main Street, and designed mill and overlay and ADA ramps at all intersections. The roadway had a concrete base course, so pavement cores were obtained and the project included joint sealing prior to paving. Approximate linear feet of the project is 2,950 linear feet. The project was funded through an NJDOT municipal aid grant. The \$400,000 project was under construction in Fall 2020.



WATER INFRASTRUCTURE UPGRADES PHASE I, HOBOKEN, NJ

CLIENT: CITY OF HOBOKEN



The City of Hoboken owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. The City hired ENGenuity and CDM Smith to design the upgrades for eight (8) areas totaling 7,035 LF with curb-to-curb resurfacing and complete street design. The project is funded through low interest loans through the New Jersey Environmental Infrastructure Trust Program. The eight segments totaling 7,035 linear feet are as follows:

1. Jefferson Street between 8th Street and 9th Street – approximately 450 linear feet
2. Bloomfield Street between 2nd Street and 4th Street - approximately 1,000 linear feet
3. Garden Street between 3rd Street and 5th Street - approximately 850 linearfeet
4. Monroe Street between 3rd Street and 4th Street - approximately 950 linearfeet
5. Monroe Street between 8th Street and 11th Street - approximately 1,400 linear feet
6. Jefferson Street between 10th Street and 11th Street - approximately 450 linear feet
7. Garden Street between 12th Street and 14th Street - approximately 810 linear feetStreet
8. Garden Street between Observer Highway and 2nd Street - approximately 1,125 linearfeet

This \$5M project completed the construction phase in the Winter of 2020 and the construction inspection was handled by ENGenuity and CDM Smith.



COURT STREET HISTORIC REDESIGN, CITY OF HOBOKEN, NEW JERSEY



Court Street was laid out in 1804 by Colonel John Stevens as part of the original city plan and was paved with stone setts from local quarries in the late 1800s. The 200+ year old roadway still remains in its original condition. Court Street is a 7.5 block “cobblestone” street that runs parallel to Washington Street, the City’s one-mile commercial corridor, and commences mid-block between Observer Highway and Newark Street, two high intensity County Roads, and extends to 7th Street. Court Street from Observer Highway

north to 4th Street is located within the Central Business District and Washington Street Historic District, a locally landmarked historic district of the City of Hoboken (City Code, Article IV, Section 42-18). Court Street for its entire length is located within the New Jersey and National Register-eligible Hoboken Historic District. The New Jersey Historic Preservation Office (NJHPO) issued an opinion of eligibility for the district, including the street as a contributing resource, on December 11, 2016. The street is paved with squared blocks of stone or “setts”, which have sometimes been referred to as cobblestone.

ENGenuity was hired by the city to rehabilitate the entire roadway. Our scope included Planning, Cultural Resource Screening, Geotechnical Investigations, GPR, Survey, Final Design, Advertising, Bidding, and Construction Administration. ENGenuity was the Prime Consultant on the Project. ENGenuity first conducted a robust listening phase where we met with local stakeholders including historians in the city. ENGenuity hired Hunter Research as a subconsultant to perform a Cultural Resources Screening to collect necessary historical and archaeological data for review from the Hoboken Historic Preservation Commission and the New Jersey Historic Preservation Office. This screening consisted of historical background data, identification of contributing character-defining historical features of the streetscapes, a screening memorandum with recommendations, and input on application of the Secretary of the Interior’s Standards for Historic Preservation. Using this data and information obtained through public outreach we developed several concepts for public comment and historical review. ENGenuity also hired Kimley-Horn for planning services to assist with the Visioning exercise, and develop a Visioning report that considered functionality while preserving the historical character of Court Street. Geotechnical data was obtained and reviewed by Hunter research to determine the base layers of the 200-year-old roadway and how that could be recreated for current vehicular loading, turning templates, and proper spacing of setts. ENGenuity performed calculations to compare current loss of original setts from road openings in the past 200 years, and how many setts would be needed to recreate original character and proper spacing for historical and durability purposes. ENGenuity was able to locate additional setts elsewhere in the city that would be used for reconstruction. ENGenuity then conducted survey and ground penetrating radar (GPR) to determine if any basements encroached under the roadway, and topographic survey to regrade the roadway that restored its original character and enabled runoff to flow without introducing infrastructure that did not align with the historic character of the roadway. ENGenuity designed an inverted crown roadway design, where runoff was directed to the middle of the roadway instead of along the gutter line. This directed flow away from old basements and doorways and avoided installing inlets and piping along gutters. ENGenuity advanced the project through design and the City is aiming to fund the project construction in the next municipal budget cycle.



CASTLE POINT TERRACE HISTORIC REDESIGN, CITY OF HOBOKEN, NEW JERSEY

Castle Point Terrace is a historic yellow brick street that extends from 8th Street to Elysian Park. Castle Point Terrace north of 9th Street is located within the Castle Point Historic District, a locally landmarked historic district of the City of Hoboken (City Code, Article IV, Section 42-18). Castle Point Terrace for its entire two-block length from 8th Street north to its dead-end terminus at Elysian Park (near 10th Street) is located within the New Jersey and National Register-eligible Stevens Historic District. The New Jersey Historic Preservation Office (NJHPO) issued an opinion of eligibility for the district on February 27, 1991. Castle Point is named after the late-18th to 19th-century estate of Colonel John Stevens. Castle Point Terrace was laid out in 1903-04 and paved with brick at the request of local residents in 1909. ENGenuity was hired by the City to rehabilitate the entire roadway. Our scope included Planning, Cultural Resource Screening, Geotechnical Investigations, Survey, Final Design, Advertising and Bidding, and Construction Administration. ENGenuity was the Prime Consultant on the Project. ENGenuity lead both the Planning and Design Phase. ENGenuity hired Hunter Research a Historic Resource Consultant to perform a Cultural Resources Screening to collect necessary historical and archaeological data for review from the Hoboken Historic Preservation Commission and the New Jersey Historic Preservation Office. This screening consisted of historical background data, identification of contributing character-defining historical features of the streetscapes, a screening memorandum with recommendations, and input on application of the Secretary of the Interior's Standards for Historic Preservation. Using this data and information obtained through public outreach ENGenuity developed several concepts for public comment and historical review. Stevens University abuts this area of the city, and several intersections were failing due to truck traffic on the 100-year-old roadway. Geotechnical investigations were also performed that determined that the bricks were from Pennsylvania and were Clymer bricks mortared together in the underlayers. So ENGenuity had to estimate the number of bricks that may crack or be lost in the reconstruction. ENGenuity estimated 50% loss. As a result, Hunter Research conducted a search for replacement brick from the same source and time period. They were able to locate historic bricks salvaged in Pennsylvania. ENGenuity completed the concept and preliminary design phase. The intersections were designed with a concrete base underlayer to withstand traffic and future use. The city was debating the loss of 50% bricks and weighing the replacement brick costs. The project is under consideration for funding for construction phase.



WATER INFRASTRUCTURE UPGRADES PHASE II, CLIENT: HOBOKEN, NJ CITY OF HOBOKEN



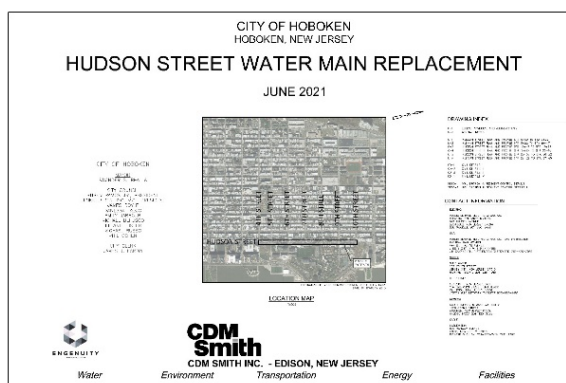
The City of Hoboken owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. For Phase II of the City Water Infrastructure Upgrades, the City hired ENGenuity and CDM Smith to design the upgrades for eight (8) areas totaling approximately 7,000 LF with curb to curb resurfacing and complete street design. The project is funded through low interest loans through the New Jersey Environmental Infrastructure Trust Program. The eight segments are as follows:

1. Madison Street between 4th Street and 6th Street
2. 5th Street between Madison and Jefferson
3. Jefferson between Newark and 1st
4. Grand between 3rd and 5th, and 6th to 8th
5. 7th Street between Adams and Grand
6. Adams between 8th and 9th
7. 8th Street between Jackson and Adams
8. Court Street between 5th and 6th

HUDSON STREET WATER MAIN REPLACEMENT, HOBOKEN, NJ

CLIENT: CITY OF HOBOKEN

The City of Hoboken hired ENGenuity Infrastructure and CDM Smith for the design, environmental planning, permitting, and construction management for watermain replacement along Hudson Street, a Hudson County Roadway. The project has an aggressive schedule for completion so Hudson County can pave Hudson Street before the end of 2021. The scope includes complete watermain and service upgrades replacing approximately 2,400 LF of 6" watermain on Hudson Street from 4th Street to 10th Street, the replacement of six (6) fire hydrants, and 130 new water service lines. This \$3.7M project was completed in the Fall of 2021, followed shortly after with paving and striping by Hudson County.



STRUCTURAL ENGINEERING AND ANALYSIS PROJECTS

ASBURY PARK CITYWIDE WAYFINDING PROJECT, ASBURY PARK, NJ

CLIENT: CITY OF ASBURY PARK



The City of Asbury Park hired ENGenuity Infrastructure for the design, planning, permitting, and construction management for proposed wayfinding signage throughout the entire city. The project involves the installation of unique signs including gateways, kiosks, parking, and directionals. Engenuity spearheaded the focus group for the project in the pre-design phase that involved interviewing various stakeholders throughout the City such as municipal staff, City Council members, Chamber of Commerce, community and non-profit organizations, as well as private

citizens and business owners. With the data we collected from these charettes, Engenuity worked alongside M-Studio, a graphic designer, in order to create a true brand for the City of Asbury Park. With the new branding, various signs were designed with key elements from the Community Branding Report. Ultimately, the goal of the City Wayfinding System is to help visitors navigate the city and all of its major attractions and landmarks. This shall include visibility, accessibility, and identification of all of the city's major districts rather than specific businesses.

FEDERALLY FUNDED STATE PROJECTS

RESILIENT NJ- REGIONAL RESILIENCE AND ADAPTION ACTION PLAN (RRAAP)

ATLANTIC COUNTY COASTAL REGION

CLIENT: NJDEP



As part of the federal government's Hurricane Sandy recovery efforts, the U.S. Department of Housing and Urban Development (HUD) established the National Disaster Resilience Competition (NDRC), which made \$1 billion available to communities struck by natural disasters. The competition was designed to promote risk assessment, planning, and implementation of innovative resilience projects to better prepare communities for future storms and other extreme weather events. The competition was funded by Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the Disaster Relief Appropriations Act, 2013 (PL 113-2). In January 2016, the State of New Jersey was awarded \$15 million as part of the competition. From that award, \$10 million will fund Resilient NJ. The program will be administered through the NJ Department of Environmental Protection (DEP), Office of Coastal and Land Use Planning (OCLUP). Resilient NJ is designed to reduce flood damages in both coastal and riverine towns through community-based resiliency planning. The Resilient NJ program will be implemented in two phases.

Phase 1 of the Project brings together municipalities, counties, utility authorities, community-based organizations, and other regional entities with consultant teams to identify community assets, assess current and future flood risks, and develop various potential actions to address flooding. These actions will form the basis of a Regional Resilience and Adaptation Action Plan. Phase 2 will implement planning actions that were developed in Phase 1. ENGenuity Infrastructure is a sub-consultant to WSP for the project for the Atlantic County Coastal Region <https://resilientnj-accr.com/>. ENGenuity is leading the Public Engagement Phase of the Project which includes the Engagement Plan, Visioning Plan, all Steering Committee meetings, Community Advisory Committee Meetings, Technical Advisory Committee Meetings, Focus Group Meetings, strategies for engaging socially vulnerable populations, and the project website for the Region which includes Atlantic City, Brigantine, Pleasantville, Northfield, Ventnor City, Margate City, Longport, and the American Red Cross. The Project started in October 2020 and will be completed in May 2022.

CANAL CROSSING PROJECT, JERSEY CITY, NJ; CLIENT: JERSEY CITY REDEVELOPMENT AGENCY



Canal Crossing is a 111-acre tract in Jersey City, New Jersey, consisting of over 30 Brownfields sites. As a Consultant to the JCRA, Jaclyn Flor, PE, PP, CME led the design of the entire 111-acre tract. The design includes 20 streets with streetscapes, 13 urban parks, roadway design, design of two rail stations, watermain, sewer, a regulator, several detention basins, and bioswales, bike lanes, lighting, landscaping, and green infrastructure.



Ms. Flor worked with the JCRA and multiple City Divisions for two years to design the tract. ENGenuity Infrastructure was also a Consultant to the JCRA for the settlement of portions of the tract with PPG, to assist the city in building the primary infrastructure improvements, and to review potential redevelopment



CDBG & NRRP PROGRAM & OTHER FUNDED WORK DEMOLITION CONSULTANTS, TRENTON, NJ
CLIENT: CITY OF TRENTON



The City of Trenton contracted with ENGenuity Infrastructure in order to provide demolition consulting services (Engineering and CAI) for multiple demolition projects for various city owned properties. Services rendered included the preparation of plans and specifications for the removal of these structures. The scope included arranging for hazardous building material removal (i.e. asbestos, lead, universal wastes), demolition of the structures, and associated site restoration. The project was

funded by a mix of government grant funding from the Community Development Block Grant Program (CDBG) along with funds from the Department of Housing and Economic Development.

LEAD SERVICE REPLACEMENT PRGRAM, NEWARK, NJ
CLIENT: CITY OF NEWARK

The City of Newark is committed to provide clean, safe and reliable drinking water to all Newark residents. To support this mission, the City of Newark has replaced 16,577 lead service lines and is projected to finish the job of replacing all 18,720 by early spring. That will be near the two-year anniversary of when the City broke the pavement to begin the project. ENGenuity Infrastructure is a sub-consultant to CDM Smith and ENGenuity is providing construction inspection services for lead service line replacement.

The project commenced in 2020 and is projected to continue through the end of 2021. The City has a website dedicated to the project:



<https://www.newarkleadserviceline.com/>



SECTION 6. RESUMES

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

Jaclyn J. Flor, PE, PP, CME

President, Chief Executive Officer



Education

Florida Institute of
Technology, BS, Civil
Engineering, 1999

Professional Registrations / Affiliations

Licensed Professional Engineer in
New Jersey, Pennsylvania; New
York, and Delaware
Professional Planner in New Jersey.
Certified Municipal
Engineer.

Areas of Expertise Municipal
Engineering, Civil
Engineering, Planning,
Transportation, Sustainable
Urban Design, Preparedness,
Disaster & Recovery

Summary of Qualifications

Jaclyn J. Flor is a Licensed Professional Engineer and a Licensed Professional Planner. Ms. Flor began her career as a Coastal Engineer and then evolved into the Public Sector as a Consulting Engineer and Planner for a multitude of Counties, Municipalities, and Agencies. She has received multiple awards for her projects and accomplishments, including ENR New York 2016 Top 20 Under 40 Professionals in the New York Region, and 2015 NJBiz Top 40 Under 40. She provides consulting engineering and planning services to a variety of clients which include local governments, county governments, private sector clients, and redevelopment agencies. Ms. Flor founded ENGenuity Infrastructure in 2016 and serves as its President and CEO, managing all day to day operations, projects, finances, and strategic business development. ENGenuity Infrastructure was named a finalist for NJ Biz's 2018 Emerging Business of the Year.

Throughout her career Ms. Flor has served as the Borough Engineer of Sea Bright, NJ; and an Engineering Consultant to the City of Hoboken, Jersey City, Jersey City Redevelopment Agency, Hudson County, Bergen County, Somerset County, Red Bank Borough and Boards, Matawan Borough and Boards, South Plainfield Zoning Boards, Highlands Borough Boards, Monmouth Beach Borough and Boards, Manalapan Township Boards, West Long Branch, Middlesex Borough, Millstone Township, Borough of Metuchen, Borough of Carteret, Union Township, City of Elizabeth, Middletown Township, Marlboro Township Boards, City of Woodbridge Boards, Englewood Township Boards, and the City of Long Branch. As a Coastal Engineer, Ms. Flor provided Engineering services to the NJDEP, Sea Bright, NJ, City of Key West, FL, Panama City Beach, FL, Estero Island in Fort Myers, FL, and Fire Island, NY.

Ms. Flor, who specializes in sustainable urban design, managed the Canal Crossing in Jersey City project, a 111-acre redevelopment area consisting of 30 Brownfield sites. The design of these 40 new City blocks includes a new light rail station,

separation of the combined sanitary sewer, new water mains and streetscapes, multiple urban parks, road design and a new street grid that subdivides 17 existing city blocks into 40 new city blocks. She managed many notable projects in Hoboken, including the First Street Revitalization and Citywide Wayfinding; construction management of Observer Highway; the Washington Street "Complete Streets" Redesign; the 2018 City-wide Infrastructure Upgrades and Complete Streets; the roadway re-profiling of 9th, 11th, and Madison Streets; the Court Street Historic Redesign; and the Castle Point Terrace Historic Redesign. She managed the Bulkheads project in Neptune Township, and a USEPA Brownfields Community Wide Assessment project that includes 11 targeted sites in the Township. While the head of a Storm, Disaster and Recovery Practice, she managed a \$32M storm hardening project with NJDEP for the design repairs of several miles of seawall in Sea Bright and Monmouth Beach. Ms. Flor managed the Circulation Element of the Jersey City Master Plan, which won the 2009 Outstanding Plan Award in NJ as presented by the APA. In Red Bank Borough, Ms. Flor led the redesign of the Borough's streetscapes and plazas in their Downtown Special Improvement District.

She has lectured and appeared on panels including the 2013 APA NJ Planning Conference on Stormwater Harvesting and Sustainable Infrastructure; the ASCE Infrastructure Seminar at NYU in April 2013 on the Impacts of Sandy to NJ Infrastructure; Rutgers University, NJ, on the infrastructure damage from Superstorm Sandy; and the 2009 APA New Jersey Planning Conference where she provided guidance on the integration of transportation planning and land use planning. Ms. Flor has also lectured several times at Columbia University, NYC, on Building Sustainable Cities and Stevens University on Complete Streets, Green Infrastructure and Integrated Design. She has been published by ASCE on Hurricane Sandy Recovery. In 2019 she was a workshop leader for NJDEP for the Coastal Resiliency Workshops. In 2020 she presented on the Engineer's role in Resiliency at the Renewable Energy, Clean Technology, and Climate Change Conference.



Jaclyn J Flor, PE, PP, CME

President, Chief Executive Officer

Key Projects

Resilient NJ- Regional Resilience and Adaption Action Plan (RRAAP), Atlantic County Coastal Region, NJDEP

As part of the federal government's Hurricane Sandy recovery efforts, the U.S. Department of Housing and Urban Development (HUD) established the National Disaster Resilience Competition (NDRC), which made \$1 billion available to communities struck by natural disasters. In January 2016, the State of New Jersey was awarded \$15 million as part of the competition. From that award, \$10 million will fund Resilient NJ. The program is administered through the NJ Department of Environmental Protection (DEP), Office of Coastal and Land Use Planning (OCLUP). Resilient NJ is designed to reduce flood damages in both coastal and riverine towns through community-based resiliency planning. ENGenuity Infrastructure is a sub-consultant to WSP for the project for the Atlantic County Coastal Region. ENGenuity is leading the Public Engagement Phase of the Project which includes the Engagement Plan, Visioning Plan, all Steering Committee meetings, Community Advisory Committee Meetings, Technical Advisory Committee Meetings, Focus Group Meetings, and strategies for engaging socially vulnerable populations for the Region which includes Atlantic City, Brigantine, Pleasantville, Northfield, Ventnor City, Margate City, Longport, and the American Red Cross. The Project started in October 2020 and will be completed in May 2022

Citywide Wayfinding Project, City of Asbury Park, NJ.

Principal in charge of the project from conceptual phasing through construction. The project involved the installation of unique wayfinding signage through the entire City including gateways, directionals, kiosks, and parking blades. Assisted with managing the focus group for the project in the pre-design phase that involved interviewing various stakeholders throughout the City such as municipal staff, Council members, Chamber of Commerce, community and non-profit organizations, as well as private citizens and business owners. With the data we collected from the interviews, we worked alongside a graphic designer in order to create a true brand for the City of Asbury Park. This brand was incorporated into the various new signage with key design elements from the community branding report. During the construction phase, we managed daily construction tasks including reporting, quantity tracking, and processing payment and change orders.

Demolition of Various Structures under the CDBG and NRRP Program Phase I & Phase II, City of Trenton, NJ.

Principal in charge of the project during design and construction. Reviewed plans and specifications which included elements of environmental abatement, demolition of abandoned and unsafe structures, demolition of accessory structures, and backfill/site grading/final restoration. Managed daily construction tasks including reporting, tracking quantities, and processing payment. The project was funded by a mix of government grant funding from the Community Development block Grant Program along with fund from the Department of Housing and Economic Development.

Hudson Street Water Main Replacement, City of Hoboken, NJ.

Oversaw the design of plans and specifications which included elements of upgrading over 2,400 LF of the existing water main with a new 6" Ductile Iron Pipe, installing over 130 new water services, replacement of six (6) fire hydrants, and associated concrete and pavement restoration.

Court Street Historic Rehabilitation, City of Hoboken. Conceptual design, final historic redesign, and construction management for a 3/4-mile cobblestone street from the 1800s, adjacent to and partially within the Central Business District Historic District. The project has over 240 properties with access considerations in this dense urban center. Stakeholder Focus Group meetings that included County and Local representatives, businesses, representatives from Hoboken Historic Commission, and businesses. Stakeholder meeting included two meetings the same day for the convenience of attendees, and included brainstorming of constraints and opportunities, a prioritization exercise, and a site walk. Also included two Community meetings to vet concepts, and a Project Splash Page on the City website. Included a Council Meeting presentation. All meetings and project information was disseminated through social media and Nixel by City Communication Director.

Castle Point Terrace Historic Rehabilitation, City of Hoboken. Conceptual Design, final design, and construction management for a historic yellow brick street adjacent to and partially within the Castle Point Historic District. The road dates from the early 1900s and is in poor condition with uneven settlement of the brick surface layer. The redesign includes reestablishing the historic yellow brick, so the design must develop an appropriate method for stabilizing the roadway base and then resetting the original historic brick. Included two Community meetings to vet concepts, and a Project Splash Page on the City website. Included a Council Meeting presentation. All meetings and project information was disseminated through social media and Nixel by City Communication Director.

Jaclyn J Flor, PE, PP, CME

President, Chief Executive Officer

Milling and Paving of Various Streets, City of Hoboken, NJ.

Principal in Charge of project from concept through construction. Reviewed design of plans and specifications which included elements of mill/overlay, ADA ramp upgrades, striping upgrades, and new drainage. Managed construction from inception through closeout. This included daily coordination with inspectors, tracking quantities, preparation of change orders, and preparation of payment certificates.

2018 NJDOT Municipal Aid Project, City of Hoboken, NJ.

Principal in Charge of project from concept through construction. Reviewed design of plans and specifications which included elements of mill/overlay, ADA ramp upgrades, a decorative raised intersection, striping upgrades, and new drainage. Managed construction from inception through closeout. This included daily coordination with inspectors, tracking quantities, preparation of change orders, preparation of payment certificates, and NJDOT project related documentation.

Hudson River Waterfront Walkway, State of Good Repair- Bid Package 1 and 2, City of Hoboken, NJ. Conceptual and final design for state of good repair upgrades to Hoboken's multimodal waterfront walkway. The project extents are from Newark Street to 4th Street and Pier A. The project includes repairs to pavers, railing, lighting, landscaping and new trees where non-viable trees exist. The project includes SCS and NJDEP permitting.

Hoboken Water Infrastructure Upgrades, Phase I, Phase II, and CA&I, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. The City hired ENGenuity as part of the team to design the upgrades for eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design. Project information posted to City website. The construction phase included monthly newsletters that were blasted to all that signed up for newsletters, social media of daily construction, and a project website.

English Plaza & White Street Streetscape, Red Bank RiverCenter and Borough of Red Bank. The project focuses on transforming a streetscape and downtown plaza with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project is in the Special Improvement District of the downtown. The project included a robust Listening face that included twenty-four (24) one-on-one stake holder interviews with representatives of the business, residential, historic, government, and environmental organizations. Project included a presentation to Council, as well as Business Meetings. During the construction phase the project included a project website and social media posts of daily construction, as well as a monthly newsletter that is blasted to those who sign up for newsletters.

Washington Street Construction Phase, City of Hoboken. The project construction costs are approximately \$17M. The construction oversight commenced in December 2016 and will be completed in Spring of 2019. ENGenuity is a sub-consultant on the team providing Construction Phase services during this 22-month construction project.

Madison, 9th, and 11th Street, Road Re-profiling, City of Hoboken. ENGenuity Infrastructure was hired by the City to reprofile these three streets and to add storage and green infrastructure to offset the road raising in an effort to eliminate the flooding in this area of the City. The North Hudson Sewerage Authority is replacing the combined sewer in these streets. The Project included a Community Meeting, a Project Splash Page on the City website, and targeted meetings within the lobbies of the buildings of the HOA's of within the City project area.

Hoboken South Waterfront Bikeway and Walkway Project The project includes state of good repair upgrades to the Hoboken waterfront walkway the overlooks the Manhattan skyline. Project includes, bikeways, railing, pavers, trees, lighting and landscaping design.

Traffic Review Services for Western Edge Redevelopment Project Traffic review and transportation review services for redevelopment site in Northwest Hoboken. Project reprofiles several streets abutting Northwest Park.

160 Shrewsbury Avenue, Red Bank, NJ. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for a three-story mixed used building with four apartments over commercial in Red Bank, NJ.

Special Projects Engineer, Oceanport, NJ. Provided professional engineering services for reviews on Fort Monmouth.



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Office Plaza, 1228 NJSH Route 9, Howell Township. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for an office plaza and parking area in Howell, NJ.

NJ DOE State Project #- HS 3560-050-16-1000; MS 3560-080-16-1000: New Providence Middle School/High School Additions, New Providence Board of Education. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition.

NJ DOE State Project #: 1870-050-14-1004: Hackettstown High School, Hackettstown Board of Education. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition for a security vestibule and a media addition.

Alteration and Renovations to the Cheltenham High School, Wyncote, Montgomery County, Pennsylvania. Site Civil Engineering Services associated with the renovations and site alterations to the Cheltenham High School.

NJ DOE State Project #: 0510-050-18-1000: Branchburg Bus Maintenance Facility, Branchburg Board of Education. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a new bus maintenance facility for the Board of Ed. Project included detention basin and pump station, and bus parking.

Manasquan Apartments, 33 Union Avenue, Manasquan, NJ. Site civil engineering services for demolishing of the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of fourteen apartments on the second and third floors. The site requires a parking lot, lighting, drainage, utility connections, an SCS Permit, a NJDOT Minor Access Permit, a Letter of Interpretation (LOI) and a Flood Hazard Verification.

Alteration and Renovations to the Community Center and Senior Center, Camden County Improvement Authority. ENGenuity Infrastructure handled the Site Civil aspects of the design for an addition to a senior center/ community center. Project included ADA upgrades, utilities, drainage, parking and site circulation.

NJ DOE #: 2370-080-18-2000: John F. Kennedy (JFK) Elementary School - Jamesburg School District Board of Education. ENGenuity Infrastructure handled site civil design for a sanitary main and lateral and parking lot reconstruction for a restroom addition to the elementary school.

NJ DOE State Project #: 3560-050-18-2000: Miller Field, New Providence Middle School and High School, New Providence Board of Education. ENGenuity designed new sod infield, irrigation system, new dug-outs, and a PA system for the design of Miller field baseball field.

NJ DOE State Project #: 0290-075-17-1000: Bergen County Tech, Bergen County Vocational Schools. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition. Project included a detention basin and parking area.

Capital Improvement Plan Estimates and Mapping, City of Hoboken. ENGenuity was hired by the City to develop construction cost estimates for inclusion in the Capital Improvement Plan. The City has developed a list of projects in the various phases of planning, design, and construction to be estimated and mapped. The project includes estimates and GIS mapping.

Washington Street "Complete Streets" Redesign, Hoboken, NJ. Consulting Engineer responsible for the development of the final integrated design and construction documents for the renewal and improvement of Washington Street, a 15-block commercial corridor in the City. Enhancements to improve pedestrian safety, expand access to mass transit, and accommodate an increase in multi-modal activity and use to support residents, businesses, visitors, and commuters. This "Complete Streets" revitalization project included an extensive community-based planning process to solicit public feedback and gain consensus on the final preferred design alternative. The project replaces aging watermain, sidewalks, street furnishings, and resurface the roadway. It will also improve mobility with new bikeways, modernized traffic signals at 15 intersections, and new bus shelters; and boost environmental performance and resiliency through added green infrastructure, upgraded LED lighting fixtures, and a new microgrid. The construction phase included monthly newsletters that were blasted to all that signed up for newsletters, social media of daily construction, and a project website.



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First Street Streetscape Revitalization and Citywide Wayfinding, Hoboken, NJ. Consulting Engineer for improvements of a 12-block corridor including development of a new citywide wayfinding signage plan, city logo and tagline. The overall design integrates the use of green infrastructure and NJDOT's Complete Streets concepts. Streetscape improvements include curb bump outs, rain gardens, landscaping, street trees, banners, bicycle parking, benches, crosswalks, ADA compliant curb ramps, daylighting posts, wayfinding signage, solar powered trash and recycling compactors, and kiosks with touch screens. Funding was received from the NJEDA through a CDBG-DR. The project includes focus groups, stakeholder interviews, and public meetings for a collaborative process to revitalize the corridor that is recovering from Superstorm Sandy, and to create a brand identity for the logo and signage that represents the essence of the City. The project created the logo for the City and the brand identity included colors and fonts for all City websites, materials, and wayfinding signage. The project includes focus groups, stakeholder interviews, and public meetings for a collaborative process to revitalize the corridor that is recovering from Superstorm Sandy, and to create a brand identity for the logo and signage that represents the essence of the City. A collaborative online visual charette tool was utilized for graphic artists to comment and post images to assist in the logo creation.

Planning Board, Hudson County, NJ. Provided professional engineering services to Hudson County Planning Board for various site plan applications. Services include review of proposed drainage facilities and traffic access with regard to ROW. Participated in monthly technical review committee meetings and Planning Board meetings.

Canal Crossing, Jersey City Redevelopment Agency, Jersey City, NJ. Project Manager for the engineering and survey of Canal Crossing, a 111-acre redevelopment area. The design of this new urban development included a new light rail station, division of the combined sanitary sewer into separate stormwater and sanitary infrastructure, new water mains, streetscapes, multiple parks, roadway designs, and a new street grid that subdivided 17 industrial blocks into 40 new city blocks. The site consists of multiple brownfields and required innovative design for construction within the remediated areas because much of the tract was covered with a capillary break post remediation. The project is a 111-acre redevelopment area. The design of this new urban development included a new light rail station, division of the combined sanitary sewer into separate stormwater and sanitary infrastructure, new water mains, streetscapes, multiple parks, roadway designs, and a new street grid that subdivided 17 industrial blocks into 40 new city blocks. The site consists of multiple brownfields and required innovative design for construction within the remediated areas because much of the tract was covered with a capillary break post remediation. The project included meetings in the Ward with Civic Organizations to present the project and obtain feedback. The project has a splash page on the Jersey City Redevelopment Agency website.

EPA Brownfield Community Wide Assessment, Neptune Township, NJ. Consulting Engineer for Community wide Brownfields Assessment Project for 11 targeted sites in Neptune Township. Project is funded by a \$400,000 EPA Brownfields Grant. The project includes Community Outreach, Phase I, Phase II, and Remedial Action Work Plans to assess and prepare 11 locations for brownfield redevelopment.

Observer Highway Complete Streets Redesign Project, Hoboken, Hudson County, NJ. Client Manager for the Construction Management of improvements along Observer Highway. The project includes new synchronized traffic signals and dedicated left turn lanes that will create a more efficient and safer County roadway. Between 2010 and 2012, there were an average of 37 crashes per year along Observer Highway. The corridor will be converted to a more pedestrian friendly street with new, redesigned crosswalk signals and other pedestrian safety improvements as well as a two-way protected bike lane and green infrastructure. This Federally funded project included a Project Splash Page on the City website.

2014 Road Program- Contract B, City of Hoboken, NJ. Consulting Engineer for oversight of project management, engineering design, advertising, bidding, and construction administration and inspection for a project that consisted of complete street design, bike lanes, curb bump outs, a rain garden, ADA ramps, and mill and overlay.

Veterans' Memorial Park, Neptune, NJ. Consulting Engineer for the design services and bidding assistance to convert an abandoned Brownfields tract to the Veterans' Memorial Park. The design included five individual service nodes representing the branches of the military, situated along a curvilinear path. The central pathway leads to the main plaza where all five branches are represented together. The park design also included a vehicular parking area for 21 cars, site lighting/utilities, furnishings and other amenities, signage and landscaping. This project won a Merit Award for Military Parks from the NJ Chapter of the American Concrete Institute and the NJ Concrete and Aggregate Association.



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Master Plan Circulation Element, Jersey City, NJ. Responsibilities included overall project management; oversight of a mobility study and survey; organizing and administering technical advisory committee and stakeholder meetings; public visioning meetings and feedback sessions; analysis of projected build-out; development of goals, objectives, strategies and actions; identification of indicators to monitor plan implementation progress; identification of ROW needs and potential alignments/station locations for Hudson-Bergen Light Rail; mapping potential roadway grids; establishing a functional classification system; creation of typical roadway sections; traffic calming and sidewalk maintenance plans; and review of volume capacity ratios on local roadways to verify adequacy of plan. Project included a mobility study and survey; a technical advisory committee and stakeholder meetings; public visioning meetings and feedback sessions; analysis of projected build-out; development of goals, objectives, strategies and actions; Project created Community Assets GIS mapping with feedback from the Community. The Project included meetings in each of the six (6) City Wards, and a televised Presentation with the Mayor. The project included a robust Action Plan Matrix with benchmarks, indicators, timeframes and lead agencies.

Storm Disaster and Recovery Superstorm Sandy, Borough of Sea Bright, NJ. As the Borough Engineer of Sea Bright, managed the engineering recovery efforts during Superstorm Sandy including Debris Management, Assessment of critical structures and coordination with OEM, NJDOT, Armed Forces assisting the Borough, County OEM, DPW, Police, Fire, and the Governing Body. Managed a multitude of resiliency projects after the storm.

Lackawanna Station Light Rail Transportation Assessment, Jersey City, NJ. Client Manager for a transportation assessment to determine the number of vehicle trips in the Lackawanna Station Redevelopment Plan area with and without Hudson Bergen Light Rail service. Two scenarios were analyzed; the build-out of the current redevelopment plan parameters without the Light Rail Station construction and the build-out of the proposed bonus density parameters with Light Rail Station construction and implementation.

Sea Bright & Monmouth Beach Seawall Restoration, Monmouth County, NJ. Borough Engineer responsible for the management of a multi-jurisdictional storm hardening project with multiple stakeholders, including the Borough of Sea Bright, Borough of Monmouth Beach, NJDEP BCE, and FEMA. The project included multiple multi-jurisdictional meetings, and Public Presentations. The project entails constructing, repairing or partially rebuilding portions of the 9,230 LF of seawall between the Boroughs. The project includes demolition of the existing structure, repurposing of the existing stone and construction of 2,160 LF of new seawall; repair of the existing cap stone layer and re-grouting of the voids consisting of approximately 295 LF; construction of new stone seawall where one did not previously exist consisting of approximately 295 LF; partial demolition and reconstruction of the ocean side toe and wall consisting of approximately 500 LF; and additional of spot repairs. The project also includes reconstruction of parking lots affected by the reconstruction of the wall, construction of ADA beach access ramps and vehicular cross overs.

South Concourse Road Raising and Bulkhead Project, Neptune Township. Consulting Engineer to raise roadway and bulkheads to alleviate flooding and provide emergency access to Shark River Hills. Project is funded through an HMGP grant.

Six Bulkheads and New Pump Station, Sea Bright, NJ. Borough Engineer for a \$1.3M project for the replacement of six street-end bulkheads and construction of a stormwater pump station to alleviate major flooding issues in the Borough of Sea Bright which was heavily damaged during Superstorm Sandy. Conducted BCA analysis to procure the FEMA Hazard Mitigation Grant that funded this project. The project replaces existing bulkheads that are below the Baseline Flood Elevation (BFE) with new raised steel or aluminum structures. Storm sewer piping is also upgraded to accommodate a new stormwater pump station. The new stormwater pump station consists of dual 60 HP submersible pumps installed in a below grade precast concrete chamber, and will alleviate flooding in the Borough. Multiple NJDEP and ACOE permits were required, and the project involved constant coordination with FEMA.

Ocean Avenue Streetscape Revitalization, Sea Bright, NJ. Borough Engineer for the design and construction inspection services for new sidewalks, ADA compliant curb ramps and crosswalks, the installation of pedestrian street lights, trees, furniture including bike racks, benches and trash and recycling receptacles, as well as the use of bicycle safe grates and the incorporation of green stormwater infrastructure where possible. The improvements are to be coordinated with NJDOT improvements in the roadway to accommodate a new parking configuration. CDBG-DR funding from the NJEDA will help offset some of the costs of this project.



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Hudson River Walkway Design and Implementation Plan, Bergen County, NJ. Project Manager for this plan that designed and transformed a disjointed and underused waterfront walkway to a continuous, non-motorized transportation artery and recreational amenity that is a focal point of Bergen County. The walkway runs through Edgewater and Fort Lee and has direct connections to the Palisades Interstate Park, Hudson County's Hudson River Waterfront Walkway, the George Washington Bridge, and New York City's Westside Greenway. It provides a sustainable transportation alternative to move about Bergen County and the greater New York/New Jersey Metropolitan Area, and also facilitates access to its wealth of cultural, natural, and scenic resources. The design promoted an attractive, safe, lively and family-oriented urban park that welcomed visitors of various physical abilities, while protecting the environment, and respecting the privacy of local residents. The project achieved a consensus-based approach through a series of stakeholder interviews and meetings.

Sea Bright Municipal Facilities Plan, Sea Bright, NJ. Project included developing a plan for municipal facilities proposed along the beachfront. The plan included a beach pavilion building with a lifeguard station, public showers and restrooms, beach offices, 1,000 LF of boardwalk, a stage, a beachfront playground on the boardwalk, a beach and pool club with swimming pools, an outdoor concession area, and a parking area with lighting, infrastructure and landscaping.

Circulation Element, Somerset County, NJ. Team Leader for final plan preparation and data collection and analysis for update of 2003 Circulation Element. Responsibilities included task management for data gathering and analysis, vulnerable infrastructure and climate change, best practices relative to greenhouse gases, and Geographical Information Systems (GIS). Project included multiple focus group meetings and Public meetings. Included Action Plan matrix.

Refuse Contracts for Borough of Matawan, City of Long Branch, and Sea Bright Borough, NJ. Developed separate contracts for each of these municipalities. The contracts were three and five year refuse contracts for the collection of refuse and recycling in accordance with N.J.S.A.

2010 Road Program, West Long Branch, NJ. Design of various improvements for nine roads that consisted of mill and overlay, roadway narrowing, curb and sidewalk installation, and drainage repairs. Municipal Parking Lot, Sea Bright, NJ. Redesigned the municipal parking lot to maximize parking and accommodate a sally port for the police station.

Board Meeting Attendance, Woodbridge Township, Red Bank Borough, Highlands Borough, South Plainfield Borough, Manalapan Township, Marlboro Township, Sea Bright Borough, Englewood Township, NJ. As an Engineering Professional and/or a Planning Professional to the Board, attended Planning and Zoning Board Hearings on behalf of these Townships and Boroughs.

Borough Engineer, Monmouth Beach, NJ. Served as the interim Borough Engineer of Monmouth Beach in 2009.

Beachwood Avenue Resurfacing, Middlesex Borough, NJ. Project consisted of mill and overlay; base repairs; self-adhering pavement strip membrane; spot repairs for sidewalks, curbs, and aprons; and ADA improvements.

Parking Lot Design, Clinton Street Park, Matawan, NJ. Project consisted of design of a parking layout for various athletic fields and a playground facility.

2008 Road Program, Middlesex Borough, NJ. Project for new sidewalk placement where one did not previously exist; required NJDEP permitting due to possibility of some fill within the floodplain.

2004 Road Reconstruction Program, Phase I, City of Elizabeth, NJ. Project included total reconstruction of three roadways, sidewalks, curbs, driveway aprons, design of a 1,500-foot curb, retaining wall, inlets, drainage design, roadway widening, two traffic signals, and permits.

Ely Harmony Road and Intersection Improvements, Millstone, NJ. Project widened an intersection to accommodate a left turn lane and included roadway resurfacing.

2003 Road and Sidewalk Program, Matawan, NJ. Project improvements for nine roadways and an intersection and included total reconstruction of sidewalks, curbs, and driveway aprons; placement of underdrains; inlets; design of storm drain pipe; overlay; and permits.

Old Noah Hunt Road Reconstruction and Spring Road Resurfacing, Millstone, NJ. Project included reconstruction of several roads, and driveway and drainage repairs.



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2002 Road Program, West Long Branch, NJ. Capital improvement project that included road resurfacing; curb, sidewalk, and driveway apron replacement; drainage, and intersection improvements for six streets.

Greenbrook Road Resurfacing, Middlesex Borough, NJ. Project consisted of mill and overlay, base repairs, crosswalks, replacement of a loop detector and spot repairs for sidewalk, curb and aprons. Also included preparation of NJDOT detour permit to allow detour onto a state highway.

Clive Street, Christol Street, Plainfield Avenue, and Main Street Intersection, Borough of Metuchen, NJ. Project consisted of redesign of a primary intersection to alleviate congestion issues and included new signage, striping, traffic islands, and turning movements in compliance with NJDOT standards, and compilation of detailed project cost estimates.

Salt Dome and Site Design, Department of Public Works, Matawan, NJ. Project included design of a salt dome and various site improvements for DPW yard. Responsibilities included performing site inspections to obtain measurements, analyzing site layout to determine locations of force main and other utilities in conjunction with NJDEP regulations and requirements, locating/designing salt dome outside of a wetlands buffer, designing site and grading plan, and compiling a detailed cost estimate.

Building Demolition, Department of Public Works, Red Bank, NJ. Project consisted of demolition of administration and generator buildings and locker rooms.

Demolition of Incinerator, Community Block Grant Application, Red Bank, NJ. Tasks consisted of a county grant application to request funding for demolition of an incinerator; project included a presentation.

Parking Meter Installation, Phase II, Red Bank, NJ. Project for installation of parking meters and restructuring parking on two streets in a downtown area.

Affordable Housing Site Design, Leonardville Road, Middletown, NJ. Project entailed site design of an affordable housing complex in accordance with layout constraints detailed by local ordinance.

Health Department ADA Improvements, Borough of Carteret, NJ. Project for design of handicap ramps and parking stalls to bring site into compliance with ADA standards.

Walton and Sinclair Swale De-snagging Project, Township of Union, NJ. Projects included removal of fill, trees, and brush to improve drainage, and required various NJDEP permits.

Saltaire, Fair Harbor and Dunewood 66-Month Monitoring Project, Fire Island, NY. Coastal Engineer for this project that involved calculation of volumetric changes to determine cubic yards of fill remaining from 1994 beach nourishment project. Calculated changes of average shoreline, volumetric, and average berm height; developed an average profile to determining overall project performance; and documented findings.

Esterio Island Beach Nourishment Project, Fort Myers, FL. Coastal Engineer for the beach nourishment and groin construction project to place 1.4 million CY of borrow sand. Special design aspects required for final design of shoreline layout and terminal groin included performing field inspections, researching environmental concerns, preparation of permits, revision of plans and applications in response to the DEP, calculating erosion rates and diffusion losses, determining overfill ratios, and determining the overall location and length of the groins.

Beach Tilling and Compaction Study, Panama City Beach, FL. Coastal Engineer for the development of a new standard for determining beach compaction. Methodologies incorporated with study consisted of obtaining cone penetrometer data from performance of tests; researching studies on cone penetrometer data; applying geotechnical principles to analyze correlations between grain size, gradation, and compaction; and development and submission of compaction study to DEP recommending changes in standards used for determining beach compaction.

Smathers Beach Nourishment and Groin Construction Project, Phase III, City of Key West, FL. Coastal Engineer for third phase of a beach fill project in Key West which included the construction of 4 groins. The project involved the final design of a shoreline layout and two groins. Special project responsibilities included preparation of project plans and specifications; performance of field inspections; research of environmental concerns; calculations of background erosion rates, overfill ratios, diffusion losses and wave heights; determining location of groins; and development of construction cost estimates.

Michael C. MacFarlane, PE

Senior Staff Engineer



Education

The College of New Jersey,
BS, Civil Engineering, 2014

Professional Registrations / Affiliations

Licensed Professional
Engineer in New Jersey

Areas of Expertise Civil
Engineering, Municipal
Engineering Design,
Construction Management
and Administration

Summary of Qualifications

Mr. MacFarlane is an experienced Senior Staff Engineer providing technical support, design expertise, urban design, and inspection coverage for various capital improvement projects including reconstruction of Municipal Roadways, Parks and Recreational Facilities, Stormwater and Flood Mitigation, and ADA compliant pedestrian facilities. Additionally, he aids in the process and review of various Planning Board and Zoning Board applications, Grading Plans and Capital Reviews.

Prior to joining Engenuity, Mr. MacFarlane worked for a contractor where he developed a strong knowledge of analyzing plans, conducting quantity takeoffs for milling, paving, drainage, earthwork, striping, signage, and concrete structures, and has solicited subcontractors, organized quotes, and help prepare and record bid packages.

Mr. MacFarlane is well versed at preparing applications for Local Aid, Community Development Block Grants, Soil Erosion and Sediment Control, and NJDOT Access Permits. He is also a knowledgeable field engineer, often covering inspections to ensure compliance of projects with plans and local ordinances.

Key Projects

Citywide Wayfinding Project, City of Asbury Park, NJ.

Oversight of the project from conceptual phasing through construction. The project involved the installation of unique wayfinding signage through the entire City including gateways, directionals, kiosks, and parking blades. Assisted with managing the focus group for the project in the pre-design phase that involved interviewing various stakeholders throughout the City such as municipal staff, Council members, Chamber of Commerce, community and non-profit organizations, as well as private citizens and business owners. With the data we collected from the interviews, we worked alongside a graphic designer in order to create a true brand for the City of Asbury Park. This brand was incorporated into the various new signage with key design elements from the community branding report. During the construction phase, we managed daily construction tasks including reporting, quantity tracking, and processing payment and change orders.

Demolition of Various Structures under the CDBG and NRRP Program Phase I & Phase II, City of Trenton, NJ.

Oversight of project during design and construction. Assisted and coordinated preparation of plans and specifications which included elements of environmental abatement, demolition of abandoned and unsafe structures, demolition of accessory structures, and backfill/site grading/final restoration. Managed daily construction tasks including reporting, tracking quantities, and processing payment. The project was funded by a mix of government grant funding from the Community Development block Grant Program along with fund from the Department of Housing and Economic Development. Ensured contractor met all requirements in association with funding sources including Section 3.

Hudson Street Water Main Replacement, City of Hoboken, NJ.

Assisted with and coordinated design of plans and specifications which included elements of upgrading over 2,400 LF of the existing water main with a new 6" Ductile Iron Pipe, installing over 130 new water services, replacement of six (6) fire hydrants, and associated concrete and pavement restoration.

Michael C. MacFarlane, PE

Senior Staff Engineer

Milling and Paving of Various Streets, City of Hoboken, NJ.

Oversight of project from concept through construction. Assisted with and coordinated design of plans and specifications which included elements of mill/overlay, ADA ramp upgrades, striping upgrades, and new drainage. Managed construction from inception through closeout. This included daily coordination with inspectors, tracking quantities, preparation of change orders, and preparation of payment certificates.

2018 NJDOT Municipal Aid Project, City of Hoboken, NJ.

Oversight of project from concept through construction. Assisted with and coordinated design of plans and specifications which included elements of mill/overlay, ADA ramp upgrades, a decorative raised intersection, striping upgrades, and new drainage. Managed construction from inception through closeout. This included daily coordination with inspectors, tracking quantities, preparation of change orders, preparation of payment certificates, and NJDOT project related documentation.

Hudson River Waterfront Walkway, State of Good Repair- Bid Package 1 and 2, City of Hoboken, NJ. Conceptual and final design for state of good repair upgrades to Hoboken's multimodal waterfront walkway. The project extents are from Newark Street to 4th Street and Pier A. The project includes repairs to pavers, railing, lighting, landscaping and new trees where non-viable trees exist. The project includes SCS and NJDEP permitting.

2019 Capital Road Improvements, Hillside Ave., Borough of Chatham, NJ. Senior Staff Engineer responsible for preparing design plans and specifications for milling and pavement overlay and replacement of curbs and sidewalk to conform to ADA Standards for various roads.

Court Street Historic Rehabilitation, City of Hoboken. Design of a 3/4-mile cobblestone street in the Central Business District Historic District. Design included coordination and cross sections for over 240 properties with access considerations in this dense urban center.

Castle Point Terrace Historic Rehabilitation, City of Hoboken. Design of a historic yellow brick street adjacent to and partially within the Castle Point Historic District. The road dates from the early 1900s and is in poor condition with uneven settlement of the brick surface layer. The redesign includes reestablishing the historic yellow brick, so the design must develop an appropriate method for stabilizing the roadway base and then resetting the original historic brick.

Hoboken Water Infrastructure Upgrades, Phase I, Phase II, and CA&I, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. The City hired ENGenuity as part of the team to design the upgrades for eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design.

English Plaza & White Street Streetscape, Red Bank RiverCenter and Borough of Red Bank. The project focuses on transforming a streetscape and downtown plaza with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project is in the Special Improvement District of the downtown.

Manasquan Apartments, 33 Union Avenue, Manasquan, NJ. Site civil engineering services for demolishing of the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of fourteen apartments on the second and third floors. The site requires a parking lot, lighting, drainage, utility connections, an SCS Permit, a NJDOT Minor Access Permit, a Letter of Interpretation (LOI) and a Flood Hazard Verification.

Michael C. MacFarlane, PE

Senior Staff Engineer



Hoboken Water Infrastructure Upgrades, Phase I, Phase II, and CA&I, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. Designed upgrades for eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design.

Madison, 9th, and 11th Road Reprofiting, City of Hoboken. Reprofiting of streets raising the streets and sidewalks over 1.5 feet to address combined sewer flooding. Design included reprofiting, complete street upgrades, lighting, landscaping, public meetings, coordination with water main design and sewer design teams.

Traffic Review Services for Western Edge Redevelopment Project, City of Hoboken. Traffic review and transportation review services for redevelopment site in Northwest Hoboken. Project reprofiles several streets abutting Northwest Park.

160 Shrewsbury Avenue, Red Bank, NJ. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for a three-story mixed used building with four apartments over commercial in Red Bank, NJ.

Office Plaza, 1228 NJSH Route 9, Howell Township. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for an office plaza and parking area in Howell, NJ.

Mixed Residential Development at Shrewsbury Ave and Drs James Parker Blvd., Red Bank, NJ. Site civil, SCS permitting, submittal of plans to Monmouth County, planning, drainage, and landscape design for this mixed residential development and parking garage located in an Opportunity Zone.

Seabrook Village, Borough of Tinton Falls, NJ Field Inspector for the site improvements at the retirement community center in Tinton Falls. Responsibilities included inspection of the new retaining wall, sidewalk, and fence. Provided daily coverage to confirm installation and grade of the retaining wall. Verified sidewalk locations and pitch around challenging existing conditions. Prepared daily reports and provided photo documentation of each day's work effort.

Capelli Sports Complex, Borough of Tinton Falls, NJ Field Inspector for a large turf soccer complex project. Responsibilities included inspection of the new drainage system installation. Provided daily inspection to confirm line and grade of the new drainage line and proper installation of pipe bedding, backfill in lifts, and compaction. Verified structure inverts matched approved site plans. Prepared daily reports and provided photo documentation of each day's work effort

Reconstruction of St. James Avenue, Borough of Union Beach, NJ Staff Designer responsible for preparing a full set of construction plans and specifications for complete roadway reconstruction of St. James Avenue in accordance with Borough and NJDOT standards. Designed various drainage improvements, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

2018 Pavement Overlay Program, Township of Freehold, NJ. Staff Designer responsible for preparing design plans and specifications for milling and pavement overlay, drainage improvements, and replacement of curbs and sidewalk to conform to ADA Standards for various roads. Designed basemaps from survey data, grading, signage, and striping.

2018 Capital Improvement Program, Borough of Union Beach, NJ. Staff Designer responsible for preparing a full set of construction plans and specifications for complete roadway reconstruction along Newark Avenue, Arlington Avenue, and Bank Street in accordance with Borough and NJDOT standards. Designed various drainage improvements, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

Chestnut Ridge Road Culvert Replacement. Staff Designer responsible for preparing a full set of construction plans and specifications for the replacement of the existing failing 72"X102" Elliptical Corrugated Metal Culvert that crosses through Chestnut Ridge Road. Designed location and size of new 106"X68" ERCP Culvert to replace the existing. Obtained NJDEP permit approval for the new design utilizing Hydrograph reports to show flow calculations at the upstream and downstream location of the new pipe...

Michael C. MacFarlane, PE

Senior Staff Engineer

Chestnut Ridge Road Culvert Replacement, continued. ...A number of different parameters were calculated in the design of the culvert including: drainage area of the stream based on contour maps, storm frequency up to the 100-year storm, storm duration, peak discharge, and time of concentration in order to compute the tailwater depth and the outlet velocity of the proposed pipe. Designed stream diversion plans for the project during the removal of the existing pipe and the installation of the new pipe. Designed upstream and downstream storm headwalls at the inlet and outlet locations of the culvert. Designed proposed gabion wall retaining wall layouts at the upstream and downstream locations of the proposed culvert. Project also included complete roadway reconstruction at the crossing of the new pipe, along with smaller scale drainage improvements, horizontal and vertical alignment, and replacement of curbs, and sidewalks. Applied for and obtained Soil Erosion and Sediment Control permits.

Union Beach Turf Maintenance Contract, Borough of Union Beach, NJ. Prepared detailed specifications and contract stipulations for the Bi-Annual maintenance contract of the Borough owned parks. Scope of the contracts included seasonal application of lime, fertilizer, crab grass and weed control, fungicide, over seeding, core aeration and insect infestation treatment.

Reconstruction of East Second Street, Borough of Bound Brook, NJ. Staff Designer responsible for preparing a full set of construction plans and specifications for complete roadway reconstruction along East Second Street in accordance with Borough and NJDOT standards. Designed drainage improvements, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

2017 Road Improvement Program, Borough of Bound Brook, NJ. Staff Designer responsible for preparing construction plans and specifications for full depth reconstruction of two Municipal Parking Lots in accordance with Borough and NJDOT standards. Designed drainage improvements, grading and pavement reconstruction, and replacement of curbs and sidewalks. Applied for and obtained Soil Erosion and Sediment Control permits.

2017 Capital Road Improvement, Borough of Highlands, NJ. Staff Designer responsible for preparing construction plans and specifications for roadway reconstruction on Bay Street in accordance with Borough and NJDOT standards. Designed drainage improvements, swale curb system, super elevated road cross sections, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

2017 Capital Improvement Programs, Borough of Union Beach, NJ. Staff Designer responsible for preparing construction plans and specifications for roadway reconstruction on Harrison Avenue in accordance with Borough and NJDOT standards. Also prepared design of a new Parking Lot area at Columbia Pocket Park and the expansion of the existing parking lot at Scholer Park. Designed drainage improvements, new electrical service locations, landscape features, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

Four Seasons at Monroe, Monroe, NJ. Communicated roll out of project with Construction Managers, Construction Supers, and Project Manager. Completed direct generation of subcontractor agreements and purchase orders for project materials to be delivered on site during specific project phases. Made frequent visits to the job site to analyze progress and track field quantities. Obtained and recorded delivery tickets for material purchases to ensure field quantities matched office invoices and performed direct entry of cost information into job costing program. Completed direct entry of foreman daily work diaries and time cards into heavy job system. Monitored progress against project schedule to help ensure tasks were being completed on time.

2017 Annual Maintenance Contracts, Matawan Borough, NJ. Staff Designer responsible for preparing the annual emergency and maintenance repair contracts for the following: Water, sanitary sewer, and storm sewer, Iron sludge removal, Sanitary pump stations, and Wells and High Service pumps. Prepared proposals including scope of work to be completed, basis of payment, contractual provisions, insurance, payment/performance guarantee, and basis of award.

2017 Pavement Overlay Program, Freehold Township, NJ. Staff Designer responsible for preparing design plans and specifications for milling and pavement overlay, drainage improvements, and replacement of curbs and sidewalk to conform to ADA Standards for various roads. Designed basemaps from survey data, grading, signage, and striping.

Michael C. MacFarlane, PE

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Scholer Park Improvements, Phase VI, Borough of Union Beach, NJ. Staff Designer responsible to prepare full set of design plans and specifications for improvements to existing park conditions including drainage improvements, resurfacing and color coating of existing hockey rink area, pavement crack repairs, and oversight of solicitation and manufacture of a new hockey rink dasher board system that was damaged as a result of the flooding from Hurricane Sandy.

Toll Brothers Reserve at Holmdel, Holmdel Township, NJ. Field Inspector for a large site development project. Responsibilities included inspection of new drainage system, new sanitary sewer system, Belgium block curb, and roadway paving. Provided daily inspection to confirm line and grade of pipe systems and structures, proper installation of pipe bedding, backfill and compaction. Prepared daily reports and provided photo documentation of each day's work effort.

Reconstruction of Johnson Avenue and Branch Street - Union Beach, NJ. Designed construction plans and specifications for road reconstruction in accordance with Borough and NJDOT standards. Designed basemap from survey data, horizontal and vertical alignment, grading and pavement reconstruction.

2016 Capital Improvement Program, Holmdel Township, NJ. Staff Designer responsible to prepare design plans for roadway reconstruction of South Beers Street in accordance with Township and NJDOT standards. Designed drainage improvements, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Designed basemap data for various roads utilizing existing aerial information and site investigations.

Inlet Drive Water Services Replacement, Borough of Point Pleasant Beach, NJ. Staff Designer responsible for preparing full set of design plans and specifications for a new Water Main and services on Inlet Drive. Designed new horizontal and vertical main and service location based on existing utility survey data and prepared construction schedule in order to prioritize timing to cut and cap existing water main at specified locations upon activation of new water main and connection of services.

Shore Boulevard Improvements, Borough of Keansburg, NJ. Staff Designer responsible for preparing a full set of construction plans and specifications for complete roadway reconstruction on Shore Boulevard and Woodland Avenue in accordance with Borough and NJDOT standards. Designed drainage improvements, new water main and service locations, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits. Provided inspection coverage for various drainage installation throughout the completion of the project.

Scholer Park Improvements – Phase V, Union Beach, NJ. Designed construction plans and specifications for improvements to the existing park. Improvements were funded and reviewed by Monmouth county Open Space Grant Funding Program. Design included expansion of the existing irrigation system, regrading of the park area, and upgrades to the pedestrian walkway facilities to conform with ADA standards. Design also included site layout, drainage, utilities, and landscaping.

2015 Capital Improvement Road Program, Borough of South Plainfield, NJ. Staff Designer responsible for preparing design plans and specifications for milling and pavement overlay, drainage improvements, and replacement of curbs and sidewalk to conform to ADA Standards for various roads. Designed basemaps from survey data, grading, signage, and striping.

Seaview Avenue Water Main Replacement, Keansburg, NJ. Staff Designer for the water main replacement project. Responsibilities include quantity calculations for milling, paving, concrete work, and pipe replacement; cost estimating, specification review, and contract coordination. Prepared vertical and horizontal design layout for proposed new Water Main given the estimated locations of all existing utilities and services to avoid as many conflicts as possible. Inspector for final trench repair and roadway paving of the 700-foot long water main installation project. Responsible for daily quantity tracking, asphalt compaction, and trench preparation work.

2015 Road Improvement Program, Holmdel Township, NJ. Staff Designer responsible for preparing design plans and specifications for milling and pavement overlay, drainage improvements, and replacement of curbs and sidewalk to conform to ADA Standards on Richards Way. Designed basemaps from survey data and analyzed areas of significant pavement damage in the field to determine limits of full depth base repairs.



Michael C. MacFarlane, PE

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Outfall Replacement Project – Outfalls #11 and #14, Keansburg, NJ. Designed construction plans for the \$750,000 drainage improvement project in accordance with Borough, NJDOT, and NJDEP Standards. The project included upgrades of the existing deteriorating outfall pipes from the local streets to the pump station located along the Bayfront. Design tasks included drainage alignment and profiles, milling and paving, ADA ramp design, guide rail, and new sidewalks. Project was partially funded by the Army Corp. of Engineers and was designed to meet the zoning criteria established within the ordinance with minor variance relief.

Toll Brothers at Bamm Hollow, Middletown, NJ. Field Inspector for a large site development project. Responsibilities included inspection of the new drainage system installation. Provided daily inspection to confirm line and grade of the new drainage line and proper installation of pipe bedding, backfill in lifts, and compaction. Verified structure inverts matched approved site plans. Prepared daily reports and provided photo documentation of each day's work effort.

Berkeley Island Shore Protection & Park Redevelopment, Ocean County, NJ. Provided final quantity check of all construction plans prior to bidding. Worked on various plan revisions to finalize the existing conditions versus proposed condition mapping. Finalized all plan sheets per review comments received from NJDEP.

Seeley Avenue Bulkhead Replacement, Keansburg, NJ. Staff Designer responsible for finalizing the design of the \$300,000 aluminum bulkhead replacement project. Prepared final mapping layout, top of wall and bottom of wall grades, and updated all bearings and distances as required for the NJDEP as part of the permit review process.

Various Heavy Highway Bids, Garden State Parkway, NJ. Collaborated with team members for structural, mill-pave, and earthwork takeoffs, and if applicable by staging, for the three NJTA Garden State Parkway Projects of 2014, including MSE Walls, slope-protection, damp-proofing and waterproofing of structures, super-elevated road sections, and digitizing roadway cross sections for cut-fill reports pertaining to earthwork related costs. Aided in the compilation and submission of the complex bids.

Various Capital Improvement Projects, Local Monmouth County Municipalities, NJ. Generated quantity takeoffs for various construction items including mill, pave, sidewalk, curb, driveways, earthwork, drainage, structures, striping, signs, plants, site restoration. Analyzed project specifications and details to better understand how specific construction items are to be installed and paid under the contract. Gathered material pricing from various subcontractors. Aided in the preparation of project bid packages. Gained insight on the competitive bidding process by attending pre-bid meetings, hand delivering bids, and attending bid openings. Communicated direct submittal of utility mark out requests to one call New Jersey prior to site construction.

Improvements to Interchanges 88 & 89, Garden State Parkway, NJ. Completed various site inspections to investigate Construction and installation of major heavy highway items as part of the NJTA efforts to reconstruct the bridges over Route 70 as part of a \$70 million contract to widen the GSP between milepost 83 and milepost 90. This construction observation included the installation of MSE Walls, Pile driving, earthwork for drainage basins, installation of steel bridge girders, installation of drainage structures, and pouring of the concrete bridge deck. Aided in the tracking and recording of field quantities upon installation of items. Communicated with foreman to monitor project scheduling.

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

Matthew J. Berdahl, PE

Senior Staff Engineer



Education

Villanova University, PA - BSCivil Engineering, 2008

Certifications

NJ Professional Engineer – License # 24GE0529100

NJ Stormwater Management Design Reviewer– Reviewer ID 3QIWPJSZ

Skills

AutoCAD Civil, Civil 3D, Hydrocad, Hydroflow, STADD, Solid Works, HEC-RAS, MS-Office

Areas of Expertise

Hydrology, Hydraulics, Stormwater Management design, Site Plan, Subdivision Design, Transportation, and Municipal Engineering.

Honors

Eagle Scout, Boy Scouts of America, Troop 50, Shrewsbury, NJ

Summary of Qualifications

Mr. Berdahl is a licensed Professional Engineer with 12 years of experience in both the private and public engineering sectors. He is extensively familiar with water resource topics including: hydrology, hydraulics, stormwater management design, and utility design. His responsibilities at ENGenuity include project management, instructing, and supervising engineering staff.

His engineering design experience also includes plan and report preparation for: commercial site plans, residential subdivisions, water distribution systems, sanitary sewer collection systems, storm sewer systems, and roadway rehabilitation/reconstruction projects.

He is also well versed in the land development and environmental permitting process. With experience preparing the following Local, State, and County permits: Soil Erosion and Sediment Control, Treatment Works Approval, Freshwater wetlands, Flood Hazard, Costal Area Facility Review Act (CAFRA), Waterfront Development, Tidelands, County Site Plan, County Subdivision, Local Site Plan approval, Local Subdivision approval, NJDOT Minor Access, and NJDOT utility opening permits.

Mr. Berdahl also has experience in the public municipal engineering sector preparing Land Use Board reviews, inspecting public improvements, and interaction with governmental officials. Additionally, he has also performed Land Use Board reviews, technical reviews, Stormwater management reviews for Major Developments, and resolution compliance reviews for various Municipalities.

Key Projects

Major Subdivision, Sea Bright, NJ. Project Manager for a four (4) lot major subdivision, that received Planning Board approval January 2021. The project design included Subdivision/ Site plan, Stormwater Management Report, Vehicle Turning Templates, and Roadway reconstruction. The project also included permit approvals and coordination with the following agencies: Freehold soil, New Jersey American Water, JCP&L, CAFRA, Tidelands, and Monmouth County.

Union Avenue Apartments, Manasquan, NJ. Project Manager for a residential Major Site that includes demolishing the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of fourteen apartments on the second and third floors. He designed site drainage and prepared stormwater reports. Permitting approvals include: Manasquan Planning Board application, NJDEP wetlands, NJDEP Flood Hazard, NJDOT Minor Access permit, and Soil Erosion and Sediment Control.

Broad Street, Manasquan, NJ. Project Manager for residential Major Site that includes demolishing the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of Twenty-two (22) apartments on the second and third floors. Designed site drainage and prepared stormwater reports for Major Development Compliance. Permitting approvals include: Manasquan Planning Board application, Monmouth County Site Plan, and Soil Erosion and Sediment Control.

Steep Slope Plans, Atlantic Highlands, NJ. Project manager for a residential steep slope plan for an inground pool and patio. Coordinated soil borings and slope stability analysis to analyze impacts of development 35 feet above and behind a stone gabion wall located on a costal bluff on the Sandy Hook Bay.

Matthew J. Berdahl, PE

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Electrical Substation Rehabilitation, Quinton, NJ. Project Manager coordinating various sub-consultants for Survey, Geotechnical borings, Soil Resistivity testing for prime consultant.

Various Grading/Plot Plans. Project Manager for various residential grading and plot plans. Tasks include coordination with client and Architect, proposed grading design, zoning analysis, soil erosion and sediment control exemption, and drainage statement. Typical improvements include inground pool, Patios, Building additions, driveway modifications, and utility connections. Including.

Shrewsbury Avenue, Red Bank, NJ. Project Manager Prepared drainage design and stormwater reports for a three-story mixed used building with four apartments over commercial in Red Bank, NJ.

Bridge Avenue, Red Bank, NJ. Prepared drainage design and stormwater reports for a mixed commercial/residential development in a Train Station Overlay District in Red Bank, NJ.

Hoboken, NJ. Prepare traffic, circulation, parking and off-site improvement review for redevelopment plan. Redevelopment plan included a multi-story mixed use commercial/residential building on

AASHTO sight Triangle exhibit and sight line profile, Holmdel, NJ. Prepare exhibit with sight triangle and sight line profile for Monmouth County subdivision approval.

Municipal Engineering

Borough of Oceanport Assisted Special Projects Engineer with completeness, engineering technical reviews, bond estimates and resolution compliance reports.

Borough of Red Bank Assisted Red Bank Borough Engineer with Capital Project Roadway Design, Capital Project Sanitary Sewer Design, Capital Project Water Design, Capital Project Management, Individual Grading Reviews, Performance Bond Review/Reductions, Certificate of Occupancy Reviews, Prepare Grant Applications, and Council Meeting Attendance.

Borough of Atlantic Highlands Assisted Atlantic Highlands Borough and Planning Board Engineers with Steep Slope Reviews, Completeness Reviews, Engineering Technical Reviews, Resolution Compliance reviews, and Performance bond estimates.

Township of Lumberton Assisted Board Engineer with Completeness Reviews, Engineering Technical Reviews, and Resolution Compliance reviews.

Borough of Shrewsbury Assisted Shrewsbury Borough Engineer, Planning Board, and Zoning Board Engineers with Completeness Reviews, Engineering Technical Reviews, Resolution Compliance reviews, Performance bond estimates, and Inspect Bonded improvements.

City of Long Branch Zoning Board Assisted Long Branch Zoning Engineer with Completeness Reviews, Engineering Technical Reviews, and Resolution Compliance reviews.

Past Project List

2019 Road Program, Borough of Red Bank. Grant Place, Tilton Ave.

2018 NJDOT Local Aid Road Program, Keyport Borough.

2018 Road Program, Borough of Red Bank. Gold Street parking lot, Leighton Ave, Manor Drive, and Prospect Ave; Resurfacing, drainage, traffic calming.

Matthew J. Berdahl, PE

Senior Staff Engineer

Leocadia Court Department of Public Works Building, Township of Hazlet. Prepared site plan for new Public Works garage building, including utility connections.

Laurel Avenue, Hazlet. NJDOT Local Aid resurfacing project.

Avenue of the Commons, Shrewsbury Borough. Roadway reconstruction for Local Aid Project.

Municipal Complex, Shrewsbury Borough. Designed municipal complex basketball courts and walking trail.

Gloucester County Landfill, Gloucester County Improvement Authority. Stormwater Reporting for Gloucester County Landfill.

Greenwood Road Phase I, Marlboro Township. Roadway reconstruction with drainage improvements.

Greenwood Road Phase II, Marlboro Township. Roadway reconstruction, drainage, and wetland permit coordination.

Texas Road Phase III, Marlboro Township. NJDOT roadway resurfacing and drainage.

Stafford Municipal Parking Lot, Stafford Township. Reconstruct and reconfigure parking lot and sidewalks.

Mill Creek Bulkhead, Stafford Township. Prepared bulkhead design with helical screw anchors.

2016 Road Program, Stafford Township. Contract administration for roadway resurfacing project.

Department of Public Works AST fueling facility, Stafford Township. NJ state contract Underground storage tank removal and new aboveground storage tank design.

Stafford Police Department Pistol Range, Stafford Township. Designed new pistol range for Stafford Police department.

East Bergen Place, Borough of Red Bank. Sanitary sewer replacement, NJDOT local aid resurfacing project.

Mohawk Pond & Eastside Park, Borough of Red Bank. Park improvements, restroom building.

White Street, Borough of Red Bank. Sanitary sewer, water improvements, NJDOT Local Aid resurfacing, and NJEIT funding.

Overpeck Park Area 2, Bergen County. Parking lot and walking trails.

Overpeck Park Area 1, Bergen County. Grading design and permit coordination.

Collins Avenue, City of Pleasantville. Design Sanitary sewer replacement plans.

Ridgewood Avenue, City of Pleasantville. Design sanitary sewer replacement, NJEIT funder project

Chester Avenue, City of Pleasantville. Design and Contract administration for Sidewalk & Curb Replacement CDBG funding

Portland Avenue, City of Pleasantville. Design and Contract administration for NJDOT Municipal Aid sidewalk replacement.

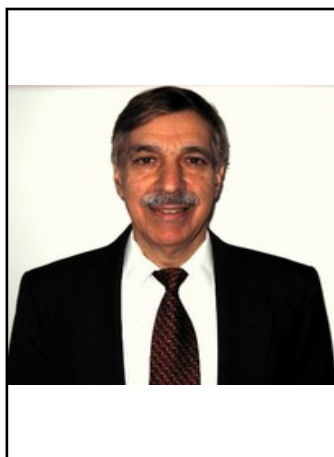
East California Avenue, City of Pleasantville. Design and Contract administration NJDOT Municipal Aid Resurfacing.

West Park Avenue, City of Pleasantville. Design and Contract administration NJDOT Municipal Aid sidewalk replacement.

Sanitary Sewers, City of Pleasantville. Prepared map of existing sanitary sewer collection system, with detailed report of existing infrastructure and recommended upgrades.

Dana Boyadjian, PE, LSRP, PMP

Environmental Project Manager



Education

M.S. – Sanitary Engineering, Virginia Polytechnic Institute and State University,

B.S. – Civil Engineering, Northeastern University, Boston, Massachusetts,

Certifications

Professional Engineer; Pennsylvania Sanitary, PE030429E

New Jersey-Civil, 24GE02936300

Licensed Site Remediation Professional, New Jersey, 580159 Project Management Professional,

Project Management Professional, December 2020

Underground Storage Tank, Sub-Surface Evaluation, New Jersey, 0010169

8-hour OSHA HAZWOPER Refresher, 2021

Areas of Expertise

Environmental Engineering/Remediation, Project Management, Licensed Site Remediation

Summary of Qualifications

Mr. Boyadjian has over 30 years of hands-on environmental engineering/remediation project management and field experience. This work includes a variety of soil and groundwater remediation projects, extent of contamination studies/remedial alternative evaluations, risk assessments and leaking underground storage tank (UST) investigations. Many of these projects involved extensive report writing and regulatory interaction under the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation (Tech Regs) and recent Licensed Site Remediation Professional (LSRP) program. His experience also includes New York State Department of Environmental Conservation superfund projects, New York City remedial projects, and U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) superfund projects in New York. In addition, he has been involved with demolition planning/construction oversight, federal and state permit applications, New Jersey Industrial Property (ISRA/ECRA) submissions and National Environmental Protection Act (NEPA) environmental assessment.

Key Projects

LSRP/Project Engineer, Former Industrial Research Facility, New Jersey.

Acted as LSRP of record for site where solvent impacted groundwater has migrated off-site. Evaluated existing investigation data, identified need and type of further groundwater delineation required and assisted in development of work plan to complete delineation. Prepared LSRP documents to obtain 2-year extension for RI report, change to annual remedial fee, estimate costs to completion and oversight of multiple rounds of groundwater sampling and review of associated reports. Ultimate remedial goal is natural attenuation with groundwater monitoring.

Project Manager, Residential Home Demolition for NJDEP Blue Acres Program, New Jersey.

Under a task order design contract through NJ Department of Treasury, DPMC, and their client NJDEP, Mr. Boyadjian managed multiple assignments, which are reimbursed by Federal Emergency Management Agency (FEMA) and/or U.S. Department of Housing and Urban Development (HUD), and performed on a fast-track basis. Project tasks included site inspections, assessment/sample collection for possible asbestos containing material, preparation of design plans and specifications, demolition cost estimating and construction administration.

LSRP, Radio Tower Site, New Jersey. As LSRP Mr. Boyadjian is evaluating the finding of unknown source gasoline and solvent impacts to site groundwater. His duties have involved oversight of preliminary site assessment and receptor evaluation including ecological assessment. He developed a site investigation (SI) plan to evaluate possible contaminant source locations in soil via soil borings and groundwater via additional well installations/sampling and analysis. A SI report of findings is currently being prepared along with recommendations for future investigation or closure activities.

Project Manager/LSRP, Former Plating Facility, NJDEP Remedial Design Contract, New Jersey.

Working with NJDEP, Mr. Boyadjian is managing the preliminary design investigation for a closed plating facility. Contaminants of concern include both metals and chlorinated solvents. Following the review and evaluation of various past site investigations, an investigation work plan was developed to fill in data gaps and allow for preparation of a remedial design. Since impacts are identified both on-site and at off-site



Dana Boyadjian, PE, LSRP, PMP

Environmental Project Manager

residential properties, two separate field investigations, one including Membrane Interface Probe testing at the on-site property, were completed. Data evaluation and remedial options development are complete with compliance averaging defining a no remedial action for off-site properties. RAOs were prepared for the off-site properties. Data evaluation and remedial options development are on-going. In addition a deed notice will be established for the on-site property since capping and source removal are anticipated remedial options.

Project Manager/Beach Restoration, NJDEP Remedial Design Contract, New Jersey. Working with Blue Acres, Land Use and Site Remediation divisions of NJDEP, Mr. Boyadjian was project manager for a beach restoration project in Lawrence Township, Cumberland County. The demolition of summer and permanent residences damaged by Superstorm Sandy and located along the banks of the Delaware River was completed. If funded, CDM Smith will design beach stabilization and restoration plans. The work will include required permitting such that the site will be habitable for horseshoe crabs and red knot bird migration.

Site Inspector, FEMA Region 2 Hurricane Maria Response, Puerto Rico. Trained and worked as site inspector for municipality grant applications. Performed site inspections and developed electronic files for FEMA's Grant Manager system.

Project Manager, FEMA Region II Hazard Mitigation Program, New York/New Jersey. Project Manager for technical assistance and technical reviews for proposed hazard mitigation projects in New York and NJ. Two-year contract ended in 2018. New similar contract for just NY started October 2019. This work involves both engineering and environmental reviews and working closely with FEMA's regional staff. Benefit Cost Analysis and both feasibility and effectiveness review of the project along with environmental assessments are conducted as required by FEMA. Project tracking and dashboard programs develop for the region under this contract.

Senior Environmental Engineer, Superstorm Sandy Environmental Review Support Contract, New Jersey. Mr. Boyadjian performed property inspections under the Superstorm Sandy Environmental Review Support contract. His responsibilities include the evaluation of general property conditions, possible environmental conditions on-site or within the surrounding area and providing documentation of same.

Project Manager, Army Total Environment Program Support Cost Plus Fixed Fee Contract. At the Volunteer Army Ammunition Plant, Chattanooga, Tennessee site Mr. Boyadjian served as project manager for projects that have included RI/FS and unexploded ordnance survey and removal activities, work included soil and groundwater investigations, ecological and human health risk assessments, dye trace studies and soil screening techniques for explosives, RI report preparation and evaluation of remedial alternatives at numerous AOCs culminating in preparation of a FS report.

Project Manager for subcontractor services on the Wayne Interim Storage Site (WISS) FUSRAP Project was conducted for USACE. Role on this radiologically contaminated site was to design, purchase and assist with the construction of a surface and groundwater treatment system on an emergency response basis. IT has also prepared and implemented extensive hydrogeological investigations/evaluations including pump tests and modeling to evaluate soil excavation limits under artesian aquifer conditions. In addition, performed building asbestos and lead analyses/removal plans and assisted in the exterior building demolition planning.

Project Manager, Site Investigation (SI) Study for a U.S. Navy Facility, Ewing, New Jersey. Mr. Boyadjian served as project manager for an SI study that was performed to evaluate the extent of site soil and aquifer contamination by oils and chlorinated solvents. This lump sum project included preparation of a detailed work plan for nine areas of concern. Field work included the installation of numerous soil borings and monitoring wells along with a geophysical study. Project review was provided by NJDEP and EPA Region II. A final report of site activities was prepared and submitted to NJDEP which lead to a follow up assignment to conduct an RI/FS at the site.

Program Manager from 1989 to 1993 for a general environmental services contract for the NAVFAC NORTHDIV. Projects included site audits, air permitting, NPDES sampling and analysis, tank containment design, UST investigation, DPCC plan, environmental audits, and RCRA closure at sites in PA, NJ and NY. Responsible for coordination with Navy contracting and technical personnel, cost negotiation, IT personnel tasking, and ensuring that the final product meets the Navy's needs. In addition, also assumed Project Manager duties for the NPDES sampling program, RCRA closure and the UST investigation.

Dana Boyadjian, PE, LSRP, PMP

Environmental Project Manager

Program Manager for two, 2 year, term contracts with the U.S. Navy, NAVFAC, CHESDIV. The first contract entailed various petroleum UST testing and evaluation programs for six Naval facilities. The second contract involved preparation of Spill Contingency and/or Spill Prevention plans for oil and hazardous materials at six Navy facilities. Under both contracts assumed Project Manager role for initial assignments. Following the first task orders, role changed to overall contract management including assigning personnel, invoicing and peer review of all reports.

Project Manager, RI/FS Study of an Abandoned Solvent Storage and Processing Facility, Long Island, New York. Mr. Boyadjian served as project manager for this US EPA Region 2 funded superfund site investigation that encompassed soil, groundwater, air and a major adjacent water body. A focused feasibility study for a second operable unit (buried drums) was also prepared on a rush basis. The project was performed for EPA Region II as a cost-plus award fee subcontract.

Program Manager for two consecutive, 3 year term contracts with Brookhaven National Laboratory to provide general environmental services. Projects have included hydrogeological studies, evaluation and treatment of cesium-contaminated water, UST investigation, waste minimization for photographic waste, remedial investigations, and site-wide historical review. Duties included cost negotiation, personnel assignments, peer review and invoicing. Also, assigned role of Project Manager for tasks that were appropriate (i.e., Historical Site Review, PA/SI, Field Oversight).

Project Manager/LSRP, Various Environmental Insurance Projects, New Jersey. Mr. Boyadjian served as senior project manager for major insurance companies related to their New Jersey residential or commercial policy holder properties contaminated with fuel oil or gasoline. Work activities included close client interaction along with management of site soil and ground water investigations, remedial investigation reporting/work plan preparation, contractor bid evaluations/selection, self-perform or oversight of site remediation and remedial action report preparation or review for quality assurance. Several of these projects were performed under the NJDEP LSRP program. Mr. Boyadjian's duties also included supervising, training and mentoring engineering staff in the evaluation and design of remedial plans/systems and their field implementation. This work also included evaluation/quality assurance of the project specific remedial investigation (RI) or remedial assessment (RA) report and remedial work plan to ensure compliance with the Technical Requirements for Site Remediation and the New Jersey soil remediation and groundwater quality standards. Evaluation/design of in-situ remediation as an alternative to excavation and "pump and treat" has been a significant focus of the work effort.

Project Manager, New Jersey Brownfield to Residential Site Remediation. Mr. Boyadjian's project manager duties included NJDEP regulatory submittals, resource management, billing and schedule preparation and local and state agency interaction. This site, once the home of a vending machine manufacturer, is now partially occupied by new residential homes. The site is contaminated with chlorinated solvent materials in both soil and groundwater. The project involved three distinct tasks (two lump sum/unit price and one T&M): excavation of approximately 3000 cubic yards of soil (max depth 14 feet), which was stockpiled and disposed either off-site or reused on-site; construction and O&M of a soil vapor extraction (SVE) and 70 gpm groundwater recovery system and treatment plant to handle both contaminated waste streams; and quarterly groundwater sampling of approximately 25 wells and preparation/submittal of groundwater reports to NJDEP. A biennial CEA certification was also prepared under an expedited schedule to meet a regulatory deadline. The fixed price construction phase of the project was completed summer 2007 under budget and with a 75 percent increase to as bid margin.

Project Manager, Various Brownfield Sites, New Jersey. Mr. Boyadjian's duties included project manager for a brownfield site in Hoboken, New Jersey. Issues involved significant chlorinated solvent contamination in soil and groundwater. The scope of work included preparation of the RI report and conceptual remedial plan including negotiations with NJDEP to approve a partial excavation/groundwater capture plan along with site capping. Additional brownfield site closure and reuse plans were prepared for a closed landfill to condominium conversion project in Elizabeth, New Jersey and closed landfill to warehouse project in Jersey City, New Jersey.

Project Manager, Remedial Construction Services at the New York City Transit Coney Island Maintenance Yard, New York. Mr. Boyadjian managed lump sum and unit price scope of work including work plan preparation, underground tank removal, installation of a jet grout barrier wall, well abandonment and installation, biosolve injection and groundwater recovery. Additional tasks completed were temporary water line relocation, railroad track removal and replacement, soil excavation and transport/off-site disposal, backfill and compaction, asphalt paving and concrete ramp demolition and rebuild. PM responsibilities included site activities, client and union relations, budget management and invoicing and project schedule.

Dana Boyadjian, PE, LSRP, PMP

Environmental Project Manager

Program/Project Manager, New York State Superfund Standby Contract. This cost-plus task order contract was for projects ranging from preliminary assessment/site investigation (PA/SI) to remedial investigation/feasibility study (RI/FS) to design and construction oversight. Over 25 assignments were received including design of deep (45 foot) excavation of chromium contaminated soil, bedrock vapor extraction for TCE, landfill investigation for chemical agent material (mustard gas) and completion of various soil and groundwater site assessments.

Project Manager, Oil Terminal Cleanup, Newark, New Jersey. Mr. Boyadjian was project manager for property transfer remedial investigations and cleanup plans that were prepared for this oil terminal in Newark, New Jersey. Selected remedial methodology was landfarming (in-situ bioremediation) for which bid specifications were prepared and oversight of cleanup contractor and post-cleanup reporting to NJDEP was performed.

Project Manager for ISRA investigation of former Avon chemical manufacturing facility This time and materials project focused on PCB contamination to building interiors and site soils related to leaking hot oil heater system. Concrete core and wipe sampling along with air samples were obtained and utilized to obtain approval for an encapsulation remedial technology which would save the client \$2M.

Project Manager for operation and maintenance (O&M) of a groundwater treatment plant owned by Textron, Boonton, New Jersey. Treatment plant flow averages 20 to 25 gpm with primary contaminant of concern being TCE. The treatment system is made up of an influent tank, bag and sand filters and granular activated carbon filters. Mr. Boyadjian's management duties included oversight of monthly O&M including flow monitoring, influent and effluent sampling and analysis, recovery well and treatment system maintenance and response to remote plant alarm messages. Monthly verbal and written reports of plant operation were provided to the client and semi-annual site groundwater reports were also prepared and submitted to NJDEP.

Michael P. Keane

Civil Designer



Education

Associates of Science, Brookdale Community College (May 2015)

Rutgers University, NJ - Bachelor of Science in Civil Engineering (May 2019)

Professional Registrations / Affiliations

Engineer in Training in New Jersey

Skills

AutoCAD Civil, Civil 3D, ArcMap(ArcGIS), MS-Office

Areas of Expertise Roads, grading, utilities, estimating, GIS mapping.

Summary of Qualifications

Mr. Keane is a Civil Designer specializing in roadway design, grading, utility layouts, and private site design. Mr. Keane is versed in both public and private sector civil design projects.

Key Projects

Citywide Wayfinding Project, City of Asbury Park, NJ.

Lead designer for the project which involved the installation of unique wayfinding signage through the entire City including gateways, directionals, kiosks, and parking blades. Prepared plans and specifications based on locations of all proposed signage and assisted with creating a true brand for the City of Asbury Park along with any General Notes and details. This brand was incorporated into the various new signage with key design elements from the community branding report. During the construction phase, I offered multiple rounds of shop drawing reviews to ensure all signage destinations and verbiage was correct for each individual location, along with part time inspection services including daily reporting and tracking of quantities.

Demolition of Various Structures under the CDBG and NRRP Program Phase I & Phase II, City of Trenton, NJ.

Lead designer for the project. Prepared plans and specifications which included elements of environmental abatement, demolition of abandoned and unsafe structures, demolition of accessory structures, and backfill/site grading/final restoration. Completed lead inspection duties including site visits, reporting, and tracking of quantities.

Hudson Street Water Main Replacement, City of Hoboken, NJ.

Lead designer for the project. Assisted with design of plans and specifications which included elements of upgrading over 2,400 LF of the existing water main with a new 6" Ductile Iron Pipe, installing over 130 new water services, replacement of six (6) fire hydrants, and associated concrete and pavement restoration. Prepared horizontal layout of the new pipe along with vertical profiles, general notes, and details.

Milling and Paving of Various Streets, City of Hoboken, NJ.

Lead designer for the project. Assisted design of plans and specifications which included elements of mill/overlay, ADA ramp upgrades, striping upgrades, and new drainage. Prepared horizontal layout of proposed improvements and assisted with vertical design of new drainage. Also assumed lead inspection duties for the project during construction which included daily full-time inspection, reporting, and of tracking quantities.

2018 NJDOT Municipal Aid Project, City of Hoboken, NJ.

Assisted with design of project plans and specifications which included elements of mill/overlay, ADA ramp upgrades, a decorative raised intersection, striping upgrades, and new drainage. Prepared horizontal layout of striping plans along with corresponding details.

2019 Capital Road Improvements, Hillside Ave., Borough of Chatham, NJ.

Civil designer responsible for preparing design plans and specifications for milling and pavement overlay and replacement of curbs and sidewalk to conform to ADA Standards for various roads.

Michael P. Keane

Civil Designer

Hudson River Waterfront Walkway, State of Good Repair-Bid Package 1 and 2, City of Hoboken, NJ. Conceptual and final design for state of good repair upgrades to Hoboken's multimodal waterfront walkway. The project extents are from Newark Street to 4th

Street and Pier A. The project includes repairs to pavers, railing, lighting, landscaping and new trees where non-viable trees exist. The project includes SCS and NJDEP permitting.

English Plaza & White Street Streetscape, Red Bank RiverCenter and Borough of Red Bank. The project focuses on transforming a streetscape and downtown parking plaza with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project is in the Special Improvement District of the downtown. Designed construction plans.

Water Infrastructure Upgrades, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. The City hired ENGenuity to design the upgrades for eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design. Designed complete street redesign plans, traffic control plans, and signage and striping plans.

Court Street Historic Rehabilitation, City of Hoboken. Conceptual Design, Final Design, and Construction Management for the cobblestone street adjacent to and partially within the Central Business District Historic District. Involved in concept layouts.

Capital Improvement Plan Estimates and Mapping, City of Hoboken. ENGenuity was hired by the City to develop construction cost estimates for inclusion in the Capital Improvement Plan. The City has developed a list of projects in the various phases of planning, design, and construction to be estimated and mapped. Developed project estimates and GIS mapping.

Castle Point Terrace Historic Rehabilitation, City of Hoboken. Design of a historic yellow brick street adjacent to and partially within the Castle Point Historic District. The road dates from the early 1900s and is in poor condition with uneven settlement of the brick surface layer. The redesign includes reestablishing the historic yellow brick, so the design must develop an appropriate method for stabilizing the roadway base and then resetting the original historic brick.

Washington Street Construction Phase, City of Hoboken. The project construction costs are approximately \$17M. The construction oversight commenced in December 2016 and will be completed in Spring of 2019. ENGenuity is a sub-consultant on the team providing Construction Phase services during this 22-month construction project. Responsible for construction updates and mapping.

Michael P. Keane

Civil Designer

Madison, 9th, and 11th Road Reprofilng, City of Hoboken. Reprofilng of streets raising the streets and sidewalks over 1.5 feet to address combined sewer flooding. Design included reprofilng, complete street upgrades, lighting, landscaping, public meetings, coordination with water main design and sewer design teams.

160 Shrewsbury Avenue, Red Bank, NJ. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for a three-story mixed used building with four apartments over commercial in Red Bank, NJ. Prepared plans and permits.

Office Plaza, 1228 NJSH Route 9, Howell Township. Prepared site civil design plans, SCS Permits, and exhibits for an office plaza and parking area in Howell, NJ.

Mixed Residential Development at Shrewsbury Ave and Drs James Parker Blvd., Red Bank, NJ. Site civil, SCS permitting, submittal of plans to Monmouth County, planning, drainage, and landscape design for this mixed residential development and parking garage located in an Opportunity Zone.

NJ DOE State Project #: 0510-050-18-1000: Branchburg Bus Maintenance Facility, Branchburg Board of Education. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a new bus maintenance facility for the Board of Ed. Project included detention basin and pump station, and bus parking. Designed construction plans and specifications.

Manasquan Apartments, 33 Union Avenue, Manasquan, NJ. Site civil engineering services for demolishing of the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of fourteen apartments on the second and third floors. Designed site plans, including parking lot, lighting, drainage, utility connections, an SCS Permit, a NJDOT Minor Access Permit, a Letter of Interpretation (LOI) and a Flood Hazard Verification.

Sea Bright Master Plan - Housing Element & Fair Share Plan, Sea Bright, NJ. Prepared vacant land inventory, calculations, and GIS mapping for Borough of Sea Bright Housing Element and Fair Share Plan.

Minor Access Permit Application, 314 NJSH Route 34, B 11232, Old Bridge, NJ. Prepared plans and application for a Minor Access Permit for project on a state highway in Old Bridge Township, NJ

Prasanna A. Sabale

Civil Designer II



Education

University of Massachusetts Lowell
(Lowell, MA) – Master of Science in
Transportation Engineering

Vidya Pratishthan's College of
Engineering (Pune, India) - Bachelor
of Engineering in Civil Engineering

Certifications

MUTCD: Work zone Traffic control
by OSHA safety; FEMA: IS-547, IS-
800, IS-80101

Skills

Stad-Pro, AutoCAD Civil, Civil 3D,
ArcMap(ArcGIS), VISSIM,
Vistro, Synchro, MS-Office

Areas of Expertise Transportation
Engineering: Highway Capacity
Manual Methods, Signal Design,
Traffic Signal Control.

GIS: Mapping GIS Data, Geocoding,
Geo Processing, Project Economic
Analysis, Gantt Pert CPM Analysis.
Engineering Project Management:
Engineering Project Costing, Risk
Assessment, Supply Chain
Management, Engineering Project
Justification.

Summary of Qualifications

Mr. Sabale is a Civil Designer II with advanced degrees in Civil Engineering and Transportation Engineering. He has trained extensively in Traffic Engineering, Transportation Network Analysis, Traffic Management and Control, Transportation Security and Systems, Advanced Highway Geometric Design, Traffic Flow Theory, Pavement Design, GIS Application in Civil and Environmental Engineering, and Engineering Project Management.

Key Projects

Lead Service Replacement Program, Newark, NJ. Performed site civil inspection for lead pipe replacement for City of Newark. Project goal was to replace lead pipe for 18, 720 houses in Newark. Tracked quantities day to day and prepared daily reports on e-Builder (software). Check all connection at watermain and at water meter, and provide clean, safe and reliable drinking water to all residents.

CDBG & NRRP Program & Other Funded Work Demolition Consultant, Trenton, NJ Prepared site plans and specifications for the demolition of various houses in Trenton.

Court Street Historic Rehabilitation, City of Hoboken. Design of 3/4-mile cobblestone street the Central Business District Historic District. Design included coordination and cross sections for over 240 properties with access considerations in this dense urban center.

Castle Point Terrace Historic Rehabilitation, City of Hoboken. Design of a historic yellow brick street adjacent to and partially within the Castle Point Historic District. The road dates from the early 1900s and is in poor condition with uneven settlement of the brick surface layer. The redesign includes reestablishing the historic yellow brick, so the design must develop an appropriate method for stabilizing the roadway base and then resetting the original historic brick.

Hoboken South Waterfront Bikeway and Walkway Project, City of Hoboken. The project includes state of good repair upgrades to the Hoboken waterfront walkway the overlooks the Manhattan skyline. Project includes, bikeways, railing, pavers, trees, lighting and landscaping design.

Traffic Review Services for Western Edge Redevelopment Project Traffic review and transportation review services for redevelopment site in Northwest Hoboken. Project reprofiles several streets abutting Northwest Park.

Capital Improvement Plan Estimates and Mapping, City of Hoboken. ENGenuity was hired by the City to develop construction cost estimates for inclusion in the Capital Improvement Plan. The City has developed a list of projects in the various phases of planning, design, and construction to be estimated and mapped. The project included estimates and GIS mapping. Created estimates and map using ArcGIS, showing all capital investment projects of Hoboken city.

Prasanna A. Sabale

Civil Designer II

Hoboken Water Infrastructure Upgrades, Phase I, and CA&I, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. Designed upgrades for eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design.

Madison, 9th, and 11th Road Reprofiting, City of Hoboken. Reprofiting of streets raising the streets and sidewalks over 1.5 feet to address combined sewer flooding. Design included reprofiting, complete street upgrades, lighting, landscaping, public meetings, coordination with water main design and sewer design teams.

1194 Route 9, Howell NJ Prepared septic drainage system design site plan. Also, prepared NJPDES permit and TWA permit for project.

Mixed Residential Development at Shrewsbury Ave and Drs James Parker Blvd., Red Bank, NJ. Site civil, SCS permitting, submittal of plans to Monmouth County, planning, drainage, and landscape design for this mixed residential development and parking garage located in an Opportunity Zone.

Union Avenue 33, LLC, Manasquan, NJ. Site civil design, NJDEP permitting, NJDOT minor access Permitting, SCS Permitting, and exhibits for a three-story residential building with twenty-three apartments in Manasquan, NJ. Worked as project Civil engineer. Designed parking area and landscape area for the project. Also, designed drainage system for the project.

Broad Street 34, LLC, Manasquan, NJ. Site civil design, SCS Permitting, and exhibits for a three-story affordable residential building with twenty-two apartments in Manasquan, NJ. Worked as project Civil engineer. Designed parking area and landscape area for the project. Also, designed drainage system for the project.

Mountain View Villas at Sea Bright LLC, Sea Bright, NJ. Site civil design, SCS Permitting, Tide land application, and exhibits for a sub-division plan for four lots, 2.5 story single family residential houses in Sea Bright, NJ. Worked as project Civil engineer. Designed wing shaped road parking area and landscape area for the project.

Ocean County College Security Building Addition, Toms River, NJ Site civil design of 2,500 SF addition to building. Designed new walkway, driveway, fencing and signage associated with proposed renovations.

Branchburg Township BoE Proposed Access Drive & Parking Lot, 580 Old York Road, Branchburg, NJ. Site Civil Designs of a new bus maintenance facility for the Board of Education. The project included the design of a detention basin and pump station, along with parking area design for buses. The project consisted of the development of three (3) bay garages for bus repairs that had access to the existing driveway for York School. It also included SCS permitting and a drainage report.

Calibration of Speed-Density Model, Boston, MA. Generated Speed-Density model for I-93 for any high-volume special event using data from MassDOT to determine ideal traffic pattern and condition at the time of special event, allowing traffic authorities to plan precautions or arrangements to reduce traffic congestion.

Estimation of Business Sites for Dunkin Donuts, Pacific NW Region. Estimated desired business site locations in Oregon, Washington, Idaho, Montana, North Dakota, and Minnesota for major food service chain using data from Dunkin Donuts and each individual state to generate ideal site selection satisfying all client criteria.

Roundabout Design for Intersection, Sterling, MA. Designed roundabout using NCHRP 672, AASHTO (green book, pedestrian, and bike guide), HCM and MassDOT guidelines. Intersection required conversion into roundabout and added splitter islands to reduce crashes and congestion, and improve bike and pedestrian safety.

3 Story Residential Building Construction, Pandharpur, India. Examined all architectural drawings; perform inspection and quality control as per specifications of drawings. Oversaw operations of project from start of excavation to its 2nd floor completion within 5-month span. Maintained materials inventory. Solved on site labor, materials, and operational issues; completed daily site progress reports.

Justin Parker, EIT

Civil Designer I



Education

Rutgers University, NJ -
Bachelor of Science in Civil
Engineering (2020)

Certifications

NJ Engineer in Training - License
#04324

Skills

AutoCAD Civil, Civil 3D,
ArcMap (ArcGIS), MS-
Office

Areas of Expertise

Site Layout, Roads,
grading, utilities,
estimating, GIS mapping,
public outreach,
construction inspection.

Summary of Qualifications

Mr. Parker is a Civil Designer specializing in site layout, roadway design, construction inspection, grading, utility layouts, and private site design. Mr. Parker is versed in both public and private sector civil design projects.

Key Projects

English Plaza & White Street Streetscape, Red Bank RiverCenter and Borough of Red Bank. Daily field inspection for streetscape and downtown parking plaza with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project is in the Special Improvement District of the downtown.

Water Infrastructure Upgrades, Phase I, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. The City hired ENGenuity to design the upgrades for eight (8) areas totaling 7,035 LF with curb-to-curb resurfacing and complete street design. Assisted with design of complete street redesign plans, traffic control plans, and signage and striping plans.

2018 NJ DOT Municipal Aid Project, City of Hoboken. Assisted with roadway design, striping plans, and details. Handled inspection services for full duration of project. Handled tracking of quantities, all coordination with Contractor, and inspection logs.

Milling & Paving of Various Streets, City of Hoboken. Assisted with roadway design, striping plans, and details. Assisted in inspection services.

Hoboken South Waterfront Bikeway and Walkway Project. The project includes state of good repair upgrades to the Hoboken waterfront walkway the overlooks the Manhattan skyline. Assisted with design and construction management of walkways, railing, pavers, trees, lighting and landscaping design.

Traffic Review Services for Western Edge Redevelopment Project. Traffic review and transportation review services for redevelopment site in Northwest Hoboken. Project reprofiles several streets abutting Northwest Park.

Office Plaza, 1228 NJSH Route 9, Howell Township. Prepared site civil design plans, SCS Permits, and exhibits for an office plaza and parking area in Howell, NJ.

Manasquan Apartments, 33 Union Avenue & 33-44 Broad Street, Manasquan, NJ. Site civil engineering services for demolishing of the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of fourteen apartments on the second and third floors. Designed site plans, including parking lot, lighting, drainage, utility connections, an SCS Permit, a NJDOT Minor Access Permit, a Letter of Interpretation (LOI) and a Flood Hazard Verification.

Mountain View Villas, Sea Bright, Monmouth County, NJ. Site civil design, SCS Permitting, Tideland application, and exhibits for a subdivision plan including four lots with 2.5 story single-family homes in Sea Bright, NJ.

Asbury Park Citywide Branding and Wayfinding, Asbury Park, NJ. Site civil engineering services for the design, planning, permitting, and construction management for proposed wayfinding signage throughout the entire city. The project involves the installation of unique signs including gateways, kiosks, parking, and directionals.

Branchburg Township BoE Proposed Access Drive & Parking Lot, 580 Old York Road, Branchburg, NJ. Assisted with Site Civil Designs of a new bus maintenance facility for the Board of Education. The project included the design of a detention basin and pump station, along with parking area design for buses. The project consisted of the development of three (3) bay garages for bus repairs that had access to the existing driveway for York School. It also included SCS permitting and a drainage report.

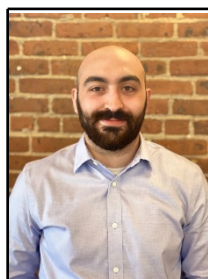
Hunterdon County Votech, Flemington, NJ. Assisted with schematic plans for a new building design for a 35,000 SF Votech building on the North Hunterdon Voorhees Campus. Included a schematic design and cost estimate for the school to apply for the CTE Program Expansion grants. Performed a quantity take-off estimate for the site civil aspects, and will provide a listing of required permits and expected permit fees.

37 E. Washington Avenue, Borough of Atlantic Highlands, NJ. Preparation of Preliminary and Final Minor Site Plan in accordance with local ordinance and site plan checklist for submission to the Atlantic Highlands Land Use Board. Proposed site improvements include: Enlarged gravel parking area, granite block curbing, new curb cut, Landscaping planting bed, and 1-car detached garage.

Woodbridge Fire Dept. 109-111 Green Street, Woodbridge, NJ. Site civil design for a one-story utility garage with an approximate size of 1,000-1,200 SF. Reconstructed parking area located behind the existing buildings to remain. New parking lot layout, with striping and connection to new on-story garage. Removal of the existing inground pool.

Mark Esposito

Civil Designer I



Summary of Qualifications

Mr. Esposito is a Civil Designer specializing in site layout, roadway design, construction inspection, grading, utility layouts, and private site design.

Key Projects

Trenton Water Works Lead Service Line Replacement, Phases 2A & 2C, Trenton, NJ. Trenton Water Works is committed to providing its residents with clean, safe, and reliable drinking water, to do this TWW has committed to replacing its own lead service lines, while also offering the residents of Trenton the option to replace their own service lines. Performed daily inspection of lead service line replacement work, in order to ensure that all work was being done in accordance with TWW guidelines, and local standards.

Lead Service Replacement Program, Phases III, 10, 10C, 10D, and 10D, Newark, NJ. The city of Newark has focused on providing clean, safe, and reliable drinking water to its residents, to do so, work was performed to check, record, and, when necessary, replace lead service lines leading from the city's water main, to its residents' homes. Contributions to this project included daily inspection of lead service line replacement work to ensure work was being done in accordance with all guidelines and standards, as well as inspecting contractors' restorations of residents' sidewalks, lawns, and the cities roadways.

Water Infrastructure Upgrades, Phase II, City of Hoboken. The City of Hoboken owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. The City hired ENGenuity to design the upgrades for eight (8) areas totaling 7,035 LF with curb-to-curb resurfacing and complete street design. Assisted with cost estimation of water main upgrades and corresponding soil profile.

Milling & Paving of Various Streets, City of Hoboken. The City of Hoboken is attempting to restore its historic roadways which feature distinct aspects which make the area unique and significant. The city hired ENGenuity to help them to construct efficient roadways, while also maintain their historical significance. Assisted with material search for historically accurate yellow bricks and cobblestone setts for Castle Point Terr, and Court St, respectively, as well as designing a proposed subgrade profile necessary to support the restored historic roadway.

403 Duty's Lane, Burlington, NJ. ENGenuity worked with Infewsion to help design a solar photovoltaic carport system, which combines a solar panel structure with a carport to create an efficient and aesthetically pleasing design. Assisted with AutoCAD plan review, and plan preparation for client review.

Education

The College of New Jersey,
NJ - Bachelor of Science in
Civil Engineering (2021)

Skills

AutoCAD Civil, Civil 3D,
MicroStation, Synchro 10,
MS-Office

Areas of Expertise

Site Layout, Roads,
grading, utilities,
estimating, GIS mapping,
public outreach,
construction inspection.

William C. McConnell III, PE, BCEE

Process Engineering

Mr. McConnell is a senior environmental engineer with more than 30 years of experience in the planning, design, operation, and construction of wastewater and water treatment facilities. He specializes in wastewater treatment process design and operations for biological nutrient removal, and he is focused on helping facilities to achieve cost-effective BNR by optimizing the use and efficiency of existing assets. Mr. McConnell also tracks technology advancements in the field and balances the implementation of innovative approaches with the need for reliability and conservatism. He has contributed to many related publications and served as the Task Force Chair and contributing author for the Water Environment Federation's Manual of Practice No. 37 *Operation of Nutrient Removal Facilities*. Mr. McConnell has held several technical leadership positions in CDM Smith and is currently the firm's Water Reclamation North Discipline Leader.

Project Technical Leader and Wastewater Process Engineer – Comprehensive Wastewater Management Plan, City of New Bedford, Massachusetts. Mr. McConnell is serving two roles in the ongoing development of a Comprehensive Wastewater Management Plan (CWMP) for the City of New Bedford. As the project technical leader, he has overall responsibility for the technical approaches and development of the CWMP. He is also the lead process engineer and is responsible for evaluating treatment alternatives to enable the City's treatment plant to successfully meet its discharge permit for the 20+ year planning horizon. The plant will be required to achieve nitrogen removal in the future, and a key aspect of the evaluation is to determine ways to optimize operation of the treatment systems to achieve nitrogen removal at minimal capital cost.

Project Engineer, Fine Bubble Diffusion System, Ocean County Utilities Authority (OCUA), Bayville, New Jersey. For the OCUA, Mr. McConnell designed a fine-bubble diffusion system. He evaluated the plant's operating data to calculate existing and future loading to the plant, and the upgraded fine-bubble aeration system was subsequently designed to meet these levels. He also developed a construction cost estimate and prepared the contract documents.

Project Engineer, Ozone Treatment Pilot Study, Middlesex County Utilities Authority (MCUA), New Jersey. Mr. McConnell determined the effectiveness of ozone disinfection on plant effluent. He performed field sampling and testing, analyzed data, prepared reports, and provided conceptual design of a full-scale facility.

Project Engineer, Sludge Handling Facilities Upgrades, Passaic Valley Sewerage Commission (PVSC), Newark, New Jersey. Mr. McConnell reviewed and processed shop drawings during the construction of the PVSC's 300-mgd interim sludge handling facilities. He also developed and implemented an O&M training program for PVSC personnel.

Project Technical Leader (PTL), Contract No. 2, Design of Solids Processing Improvements, City of Fall River, Massachusetts. Mr. McConnell is the PTL for the ongoing design of solids-processing improvements at the Fall River Wastewater Treatment Facility (WWTF). Improvements include an upgrade of the WWTF's gravity thickeners and sludge storage tanks, and new gravity-belt thickeners, belt filter presses, truck loading



Education

BS - Civil Engineering, Brock University, 1990

Registration

Professional Engineer: Pennsylvania (1995), Rhode Island, Massachusetts, Virginia, and Connecticut

Honors/Awards

Board Certified Environmental Engineer (BCEE), American Academy of Environmental Engineers and Scientists, 2003

Professional Activities

Member, Water Environment Federation

facilities, odor control and an expansion of administrative spaces. Mr. McConnell developed solids loading design criteria at the onset of the project and as PTL, is overseeing the technical completion and delivery of the final design drawings and specifications.

Project Technical Leader, Clarifier and Flow Splitter Design, Bucklin Point WWTF, East Providence, Rhode Island. Mr. McConnell is the PTL for the ongoing design of secondary clarifier and return activated sludge (RAS) pumping systems improvements at the Narragansett Bay Commission's Bucklin Point WWTF. The improvements are required to provide continued reliable process operation during sustained periods of peak flow resulting from a planned upstream CSO storage tunnel. The improvements include two new 110-foot diameter clarifiers and an approximately 15-MGD RAS pump station. Mr. McConnell developed the initial process design criteria, and as PTL, is overseeing the technical completion and delivery of the final design drawings and specifications.

Lead Practitioner, Ultraviolet (UV) Disinfection Project, Rome, New York. Mr. McConnell served as the lead practitioner and a technical reviewer for a peak 16-MGD UV disinfection upgrade design project for the City of Rome, NY. The low-pressure, high-output UV system incorporated into the project was selected based on a formal evaluated pre-selection process that compared available systems with regards to capital and long-term operations and maintenance costs. The design of this project was completed in January 2018 and the new system is operational.

Project Technical Leader, UV System Evaluation and Design, Bucklin Point WWTF, East Providence, Rhode Island. Mr. McConnell is the PTL for the study of alternatives and design of effluent ultraviolet (UV) disinfection improvements at the Narragansett Bay Commission's (NBC's) Bucklin Point WWTF. The improvements are required to replace the plant's outdated UV system, and improve process reliability and efficiency going forward. The new UV system will be rated for a peak flow of 46 MGD. Mr. McConnell is overseeing the technical completion and delivery of the final design drawings and specifications.

Lead Process Engineer, Aeration System Alternatives Evaluation, Dartmouth, Massachusetts. For the Town of Dartmouth, MA, Mr. McConnell led an alternatives evaluation study of aeration system upgrade alternatives for the Town's Water Pollution Control Facility (WPCF). The existing systems are inefficient and have inadequate capacity during high loading periods. Mr. McConnell was responsible for evaluating the WPCF's historic data, determining design criteria for system upgrade alternatives, and evaluating options for both the in-tank aeration system and blower upgrades. The improvements will enable the WPCF to achieve nitrogen removal within existing tankage.

Lead Process Engineer, WWTF BNR Improvements Design, Brockton, Massachusetts. Mr. McConnell led the study and design of improvements to the Brockton WWTF to enable the plant to comply with its modified, more stringent NPDES permit limit for total nitrogen (TN). The WWTF's biological process had recently been upgraded to achieve about 5.5 mg/L effluent TN, but the plant's new mass-based limit (equivalent to 3 mg/L at design flow) was unattainable. Mr. McConnell designed a modified bioreactor configuration, which was piloted full-scale in one of the plant's treatment trains. This configuration proved capable of meeting the plant's new, tighter TN limit, and Mr. McConnell then completed design of modifications to the WWTF's other six bioreactor trains. These BNR improvements are currently under construction.

Christine A. Ballard, PE

Technical Advisor



Ms. Ballard has been guiding New Jersey water and wastewater agencies with project planning, delivery and implementation for nearly 17 years. She has acted as the principal-in-charge and Engineer of Record (EOR) for a variety of projects and is known for her ability to guide utilities through challenging circumstances so that they may achieve their objectives within a desired timeframe. Ms. Ballard has extensive experience with the New Jersey Infrastructure Bank (iBank), regulatory compliance, water and wastewater planning, pumping systems, water treatment and distribution, force mains, wastewater treatment and sanitary gravity line rehabilitation. In her role as the EOR or water/sewer engineer, she was directly responsible for capital planning and implementation and is regarded in the industry for doing so in a fiscally responsible manner by bringing together operational efficiencies, grant opportunities and new revenue resources.

EPA Reduction of Lead via Drinking Water Grant, City of Newark, New Jersey. Ms. Ballard prepared and submitted a funding request for \$5.7 million to be applied towards items associated with reducing lead in drinking water within the City of Newark. Her tasks include preparing project narratives, budgets, staff resumes and all support documents for the US EPA.

2020 USDA Landscape Scale Restoration Forestry Grant, City of Newark, New Jersey. Ms. Ballard prepared and submitted a funding request for \$1.2 million to support several projects in City of Newark's watershed. Her tasks include preparing project narratives, budgets, letters of support and all backup documentation necessary for the application.

AWIA Compliance, City of Newark, New Jersey. Ms. Ballard assisted the City with achieving compliance under the American Water Infrastructure Act. She reviewed prior reports and assembled a checklist and documentation for filing and recordkeeping.

Water Audit and Wellfield Alternatives Analysis, Norwalk First Taxing District, CT. Ms. Ballard assisted the District in preparing updates to their water audit. Tasks included review of unaccounted for water, revenues and progress of recommendations from the prior audit. She is also participating in preparation of an alternatives analysis for the Kellogg-Deering Wellfield. The District must install treatment for both Manganese and PFAS and this evaluation includes preliminary engineering and cost estimates for alternative configurations of this new treatment facility.

Prior to CDM Smith

Water/Sewer Engineer, Interceptor Rehabilitation, Township of North Brunswick, New Jersey. Ms. Ballard prepared contract agreements and negotiated shared use of wastewater conveyance facilities with neighboring municipalities, including capital planning and cost sharing agreements for rehabilitation. Ms. Ballard oversaw the development of a multi-sensor inspection for over 7,000 linear feet (lf) of interceptor, sizes 24 inches to 72 inches, and prepared a phased improvement and replacement plan.

Education

M.S. - Engineering Management,
Stevens Institute of Technology, 2006
M.S.-Systems Engineering, Stevens
Institute of Technology, 2006
B.S. - Mechanical Engineering,
Clemson University, 2003

Registration

Professional Engineer: New Jersey
24GE04726700

Honors/Awards

2018 Recipient, New Jersey BIZ Best
Fifty Women in Business
2015 Recipient, ENR's New York
Region's Top 20 Under 40
2014 Recipient, New Jersey BIZ
Forty Under 40
2010 NJMSE Municipal Construction
Project of the Year, 1st Prize

Water/Sewer Engineer, Water Meter Replacement Project, Township of North Brunswick, New Jersey.

Ms. Ballard assisted the Township with development and deployment of a system-wide water meter replacement project including transition to a full advanced metering infrastructure (AMI) system including coordination with the finance and billing offices. She initiated the project because the Client had been trying to reduce their unaccounted-for water for nearly 15 years; however, metering and billing technologies were not in sync. This project included replacement of meters for approximately 12,000 customer accounts and installation of new meters at the water treatment facility as well as a supervisory control and data acquisition (SCADA) tie-ins for billing summaries. Ms. Ballard arranged for vendor presentations so that the Council could review meter alternatives and associated costs. The project included collaboration with a local public relations (PR) firm to assist with project branding and messaging to assist with replacement scheduling and rate changes that were proposed.

Project Manager, Interceptor Rehabilitation Project, Two Rivers Water Reclamation Authority, Various Locations, New Jersey.

Ms. Ballard assisted the Client in reviewing its multi-sensor inspection reports provided by RedZone robotics and generated a rehabilitation plan for interceptors throughout the system. Tasks included review of rehabilitation alternatives for each defect location, presentation of alternatives and costs to the Board, and design and permitting of the varied rehabilitation methods. The project included coordination with the New Jersey iBank and New Jersey Department of Environmental Protection (NJDEP) for funding and permitting. Project Manager and LSRP, Hoboken Rail Yard, Jersey City, NJ: Ms. Dolasa managed the remediation program for the Hoboken Yard and was the LSRP for the site. In addition, Ms. Dolasa provided environmental compliance and design review for the numerous Superstorm Sandy Recovery and Resilience Program projects at the site, including the substations and terminal repairs and upgrades, the Long Slip Fill and Rail Enhancement Project.

Authority Engineer, Inflow and Infiltration (I/I) CIP, Eatontown Sewerage Authority, Eatontown, New Jersey. Ms. Ballard developed a multi-year improvement program to address I/I in the Eatontown Authority's collection system. This program included review of

pumping and metering data, inspection of manholes and coordinating television inspection of sewers of various sizes. Tasks included highway occupancy permits and notification of residents where sewers were within easements. All improvements were organized by type and initiated in a five-phased CIP for pipelines from 8 to 16-inches. Ms. Ballard oversaw the design development, permit preparation and program management of repairs which included pipeline replacement, lining, manhole rehabilitation and sealing of other joints and defects.

Authority Engineer, Fort Monmouth Redevelopment Agency and Eatontown Sewerage Authority, Eatontown, New Jersey.

Ms. Ballard assisted the Authority and the Fort Monmouth Redevelopment Agency with capital planning for sewer rehabilitation and upgrades on a prior military installation as it transitions to private development projects. Ms. Ballard was the liaison between the Authority, Fort Monmouth, the Army and others as they scheduled and planned for decommissioning as well as providing necessary sewer service to new developments as they come online. Tasks included both water distribution system design, wastewater collection system layouts, and pump station planning. The projects were initiated by Fort Monmouth (FMERA) but done as a shared service with the Eatontown Sewerage Authority.

Authority Engineer, Old Orchard Pump Station Rehabilitation, Eatontown Sewerage Authority, Eatontown, New Jersey.

Ms. Ballard assisted the Authority with rehabilitation of the existing wet well and valve chamber at the Old Orchard Pump Station. Tasks included coordination with Attorneys for additional easement access and construction easements.

Project Manager, Lambertville DSIC water main replacement, SUEZ New Jersey, Lambertville, New Jersey.

Each year Ms. Ballard assisted SUEZ New Jersey with implementing water main improvement projects in their Lambertville, New Jersey system. Ms. Ballard coordinated between the City, the local gas provider, the local fire department and the SUEZ modeling team to develop water main replacement program within the funds available. Some projects included obtaining New Jersey DOT highway opening permits, D&R Canal permits or Hunterdon County Soil Conservation permits. Ms. Ballard oversaw the design, permitting and construction administration effort including preparation of final as-built drawings.

Howard S. Matteson, PE, BCEE, PMP

Task Manager/ Wastewater Treatment Facilities / Pumping Stations

Mr. Matteson is a project manager with 28 years of experience in engineering design, management and quality assurance / quality control (QA/QC). He has participated in projects covering such issues as comprehensive wastewater treatment plant upgrades, inflow and infiltration (I/I) studies of major interceptors, stormwater management and flood control, design of potable water storage tanks, project assessments, solid waste facility design and planning, air pollution permitting, Phase I environmental site assessments, and facility planning and management. Mr. Matteson serves as the firm's Authority Engineer for the Rahway Valley Sewerage Authority (RVSA) and Lambertville Municipal Utilities Authority (LMUA). He also assists multiple other Authorities with annual consulting services contracts such as the Florham Park Sewerage Utility, the Linden Roselle Sewerage Authority (LRSA), and the Somerset Raritan Valley Sewerage Authority (SRVSA).

Project Manager, Rahway Valley Sewerage Authority (RVSA), Rahway, New Jersey. Mr. Matteson currently serves as the Authority Engineer for the RVSA. In this capacity, he has attended Authority Board meetings, performed the annual inspection, and has assisted the Authority in evaluating multiple key issues such as potential acceptance of food waste, residuals generation, and capital planning. In his role as Authority Engineer, Mr. Matteson has also assisted the Authority with the Digester Gas Treatment and Chemical Feed Upgrades project, and the Digester Covers and Waste Gas Flares Replacement projects. These projects will help the Authority increase the amount of digester gas generated onsite and provide treatment for hydrogen sulfide, siloxanes, and moisture removal so the digester gas can be used to generate electricity by using cogeneration engines located onsite. These initial projects are critical early phase projects toward RVSA's goal to achieve "net-zero" energy usage at the facility.

Project Manager, Lambertville Municipal Utilities Authority, Lambertville, New Jersey. Mr. Matteson is currently serving as the Authority Engineer for the Lambertville Municipal Utilities Authority (LMUA). He has served in this role since 2008. In that role, he has performed the annual inspection, and has assisted the Authority in addressing issues related to the wastewater management plan, and capital planning and design for the refurbishment of the Swan Street Pumping Station. In his role as Authority Engineer, Mr. Matteson also oversaw the design, bidding, and construction of the Facility Improvements, for the LMUA. Project elements include automated sludge pumping for both primary and secondary clarifiers, replacement of rotating biological contactors (RBCs), new electrical service and controls, new sludge pumps and piping, and a new magnesium hydroxide storage and feed facility, chemical induction mixers, and utilization of the plant water system to both heat and cool the administration building by using a heat exchanger and a water-coupled heat pump. Tasks also involved the installation of a new biotrickling biofilter for odor control with an associated sludge holding tank aluminum cover.

Project Manager, Synchronization of the Cogeneration Engines and the Diesel Standby Generators, RVSA, Rahway, New Jersey. Mr. Matteson oversaw the development



Education

BS – Civil Engineering,
Northeastern University
1994

BA – History, Colgate
University, 1989

Registration

Professional Engineer:
New Jersey, 1999
New York, 2012

Certifications

Project Management
Professional (PMP),
Project Management
Institute, 2019

40-hour OSHA Health &
Safety Training

Health and Safety Office
Training

Confined-Space Entry

of plans and technical specifications for the project to Synchronization of the Cogeneration Engines and the Diesel Standby Generators. Once completed, this project will allow RVSA to transition from standby power to cogeneration power without interruption of power.

Project Manager, Franklin Township Sewerage Authority, New Jersey. Mr. Matteson is currently serving as the Project Manager for the Somerset Street Pumping Station design and construction. The new 300 gpm pumping station will serve the existing service areas currently discharging from the Somerset Street and Brookline Avenue aerial crossings. The project involved the construction of new gravity sewer, wet well, pumping station, and force main.

Project Manager, Wastewater Management Plan, Various Sewerage Authorities, New Jersey. For many sewerage authorities in New Jersey, Mr. Matteson oversaw the development of a comprehensive update to their Wastewater Management Plan. This involved the development of a geographic information system, integration of both municipal parcel data and billing data from the Authority, and a critical review of all billing accounts and vacant parcels in the Borough. Development of the WMP Update also involved analysis of all developable land within the Borough in compliance with Executive Order 109 standards.

Mr. Matteson has also been the project manager for Morris, Mercer, and Burlington counties. All were required to address new requirements of New Jersey Administrative Code regulations which mandated the preparation of Wastewater Management Plan (WMP) for the entire county. Following this, these counties were tasked with maintaining the compliance mechanism (e.g., the WMP), which may require amendments and updates to the municipal components of the WMPs to synchronize consistency determinations and changes in local zoning. Mr. Matteson has overseen the collection of data, delineation of sewer service areas, and nitrate dilution modeling. Both efforts also entailed the development of WMPs with individual chapters for each municipality in the county.

Project Manager, Somerset Raritan Valley Sewerage Authority, Bridgewater New Jersey. Mr. Matteson currently provides on-going assistance to the Authority related to the administration and enforcement of their Industrial Pretreatment Program (IPP). As part of these services, Mr. Matteson performs review of proposed discharges from prospective permittees, review of laboratory data for compliance with SRVSA's existing Rules and Regulations, and coordination with SRVSA staff regarding implementation of procedures. Mr. Matteson also coordinates review of proposed discharges to assess impacts on the existing wastewater treatment processes.

Project Manager, Wastewater Treatment Plant and Pump Station Facility Improvements, Lambertville Municipal Utilities Authority (LMUA), Lambertville, New Jersey. Mr. Matteson provided oversight for Facility Improvements for the LMUA. Project elements include automated sludge pumping for both primary and secondary clarifiers, replacement of rotating biological contactors (RBCs), new electrical service and controls, new sludge pumps and piping, and a new magnesium hydroxide storage and feed facility, chemical induction mixers, and utilization of the plant water system to both heat and cool the administration building using a heat exchanger and a water-coupled heat pump. The project also involved the installation of bypass piping at the Swan Street Pumping Station to facilitate the connection of LMUA's trailer mounted bypass pump to the station's primary force main.

Brian E. Kearney, PE, CCM

Construction Management

Mr. Kearney is an environmental engineer who has more than 20 years of professional experience serving as a project manager, construction manager, resident engineer, and design engineer on a wide range of multi-disciplinary municipal water, wastewater, and CSO infrastructure projects. In addition, he has worked on a variety of environmental projects in the areas of hazardous waste, solid waste, and water resources.

Project Manager/Construction Manager, Brick Sewer Rehabilitation, City of Newark, New Jersey. Mr. Kearney served as the project manager and construction manager for Phase V of the brick sewer rehabilitation program and he oversaw and managed more than \$18 million in multiple construction projects for the rehabilitation of more than 9 miles of the historic brick sewer system in the city. Mr. Kearney served as the point of contact for all coordination between the various contractors, owner, and CDM Smith inspection staff. He provided the city with recommendations on technical matters and construction-related issues. He was personally responsible for general construction contract administration; overseeing CDM Smith's construction inspectors; shop drawing review; responding to the contractor's request for information; coordination between contractors; and change order review, negotiations and processing.

Project Manager, Small Sewer Rehabilitation, City of Newark, New Jersey.

Mr. Kearney is currently serving as the project manager for the City's Small Sewer Rehabilitation Program. He is overseeing the evaluation and assessment of approximately 350-miles of small sanitary, storm and combined sewer 22-inches in diameter and less through the City. Upon completion, the collected evaluation data will be used to prioritize sewer rehabilitation, repairs and maintenance throughout the City.

Project Manager/Construction Manager, Wastewater Facilities Upgrade

Construction, Florham Park Sewerage Authority, Florham Park, New Jersey.

Mr. Kearney served as the project manager and construction manager for the \$8 million facilities upgrade project to the Florham Park Sewerage Authority wastewater treatment plant. He provided construction coordination and general contract administration for the project which included four new main sewage pumps, architectural improvements to the administration building, facility-wide electrical system improvements, and the implementation of a SCADA system at the wastewater plant and outlying pump stations. Mr. Kearney was responsible for overseeing CDM Smith's construction inspection efforts, shop drawing review, responding to request for information, coordination between contract, and change order negotiating and processing.

Project Manager/Construction Manager, Interceptor Construction, Somerset Raritan Valley Sewerage Authority, Bridgewater, New Jersey.

Mr. Kearney served as the project manager and construction manager for the construction administration of a new 19,400-foot, 30-inch, and 36-inch diameter gravity sewer. Construction of the interceptor included eight separate river crossings, a jack and bore crossing of an existing state highway, and the implementation of a SCADA control system to manage the flow through six new gate chambers while working in and around a bald eagle nesting and foraging site. Mr. Kearney served as the point of contact for the owner and contractor; was responsible for



Education

ME - Environmental Engineering, Manhattan College, 2000

BS - Environmental Engineering, Syracuse University, 1995

Registration

Professional Engineer: New York, 2001

Certifications

Certified Construction Manager (CCM), 2019

40-hour OSHA Health and Safety Training

Confined-Space Entry Training

10-hour OSHA Construction Safety and Health Training

overseeing CDM Smith's construction inspection efforts; shop drawing review; responding to contractor RFIs; reviewing the contractor's CPM project schedule; preparation of work change directives; and reviewing, negotiating, and processing change orders.

Task Manager, Capital Prioritization/Risk Mitigation Study, NYCDEP. Mr. Kearney served as a task manager as part of a multi-phase/2-year study to assess the level of risk that exists within NYCDEP's water supply, water distribution, wastewater collection, and wastewater treatment facilities. Mr. Kearney was responsible for assessing the risk of individual assets of the NYCDEP's groundwater drinking water system which included 60 pump/well stations and 30 storage tanks. In addition, Mr. Kearney led a project team to assess risk at three of the NYCDEP's wastewater treatment plants. This work is part of the NYCDEP's 10-year capital program to upgrade outdated facilities and meet mandatory consent orders throughout New York City.

Task Manager, Long Term Combined Sewer Overflow (CSO) Control Plan, Perth Amboy, New Jersey. For the City of Perth Amboy, Mr. Kearney served as a task manager in the development of the city's long-term CSO control plan. He was responsible for a team of engineers to identify potential treatment technologies, development of preliminary site layouts, and the preparation of detailed engineer cost estimates.

On-Site Manager/Resident Project Representative, Water Pollution Control Facility (WPCF) Upgrade, Village of Ridgewood, New Jersey. Mr. Kearney was the on-site manager of construction services and resident project representative for the \$15 million upgrade and expansion of the village's WPCF. The project included upgrading the existing headworks with new bar screens and grit removal equipment, upgrading four existing aeration basins with fine bubble aeration, upgrading the two existing primary clarifiers and two existing secondary clarifiers with new spiral collectors, constructing a new secondary clarifier with spiral sludge collection, upgrading the two existing digester, and upgrading the plant's four pump stations. Mr. Kearney served as the first point of contact for the client for all construction-related issues. He supervised a staff of inspectors and was responsible for review of the contractor's monthly pay estimates, preparation of daily reports, record drawings, and negotiations with the contractor and subcontractors to close out the contract.

Construction Oversight, Wastewater Treatment Plant Upgrade, Somerset Raritan Valley Sewerage Authority, Bridgewater, New Jersey. Mr. Kearney performed contractor oversight during the installation of the new 72-inch diameter outfall pipe. The routing of the outfall pipe is through an EPA Superfund Site. He was responsible for testing the installed pipe and field design changes of the pipe installation through this sensitive area.

Site Inspector, Upgrades to Water Pollution Control Facility, Waterbury, Connecticut. Mr. Kearney served as a site inspector responsible for oversight of all work within contaminated areas. This included a jack and bore crossing of an existing intersection through the city. He was also responsible for developing a computer database and tracking contractor time and materials during this multi-phase, multi-contractor construction process.

Rina N. Dalal, PE

Energy Management and Conservation

Ms. Dalal has 14 years of environmental engineering experience in environmental permitting and water/wastewater infrastructure improvement projects for public and private utilities. This includes a variety of engineering studies, regulatory reports, design projects field work and construction contract administration. With dual degrees in Engineering and Sustainable Design, she brings a unique perspective to projects. Ms. Dalal is skilled in supporting project teams with developing work products that are readily translatable for both technical and non-technical audiences.

Project Engineer, Hampton Roads Sanitation District, Climate Change Planning Study, Virginia Beach, Virginia. CDM Smith is currently conducting a climate planning study for a coastal regional wastewater utility. The utility seeks to prepare their critical assets for the projected increased frequency and intensity of flooding in responses to climate change during the period of 2030 to 2100. Ms. Dalal is a project engineer contributing to this study, which will identify the current risk of flooding to their assets from the impacts of Sea Level Rise, extreme weather events and storm surge. In addition, the study will evaluate the risk reduction impact of various mitigation measures to understand how these infrastructure improvements they can maintain operation during flood conditions and increase the overall resiliency of the utility.

Project Engineer, Passaic Valley Sewerage Commission, Combined Sewer Overflow Long-Term Control Plan, New Jersey. In collaboration with another engineering consultant, CDM Smith is currently preparing a Combined Sewer Overflow (CSO) Long-Term Control Plan for Passaic Valley Sewerage Commission. The plan aims to reduce the incidence of CSO discharges from the district's combined sewer outfalls. This regional planning effort involves close collaboration with PVSC's hydraulically connected CSO communities, the state environmental agency, and the members of the public. Ms. Dalal is responsible for preparing meeting presentation materials to support PVSC's communities with planning efforts toward municipal and regional solutions for CSO abatement. She has also prepared content for public meetings to engage and educate members of the public and local environmental groups about the progress of the project. In addition, Ms. Dalal is also the task manager for the design and construction of three Green Infrastructure (GI) pilot projects within the PVSC service area. They will serve as a model for Right-of Way Bioswale projects and GI practices as a nonstructural approach to managing stormwater for CSO control.

Technical Lead, Confidential Clients, American Water Infrastructure Act Risk and Resiliency Assessment. CDM Smith is assisting a confidential regional water utility in preparing a risk and resiliency assessment (RRA) to comply with the American Water Infrastructure Act (AWIA). The AWIA requires an all-hazards approach to assessing the impact of natural hazards, cybersecurity, and malevolent threats on a water system. Using the EPA recommended J-100 guidance document, Ms. Dalal is evaluating the impacts of malevolent acts on the utility's critical assets. She is responsible for preparing the RRA and ultimately updating the Emergency Response Plan to assist this utility in managing risk and increasing resiliency.



Education

Columbia University
Professional
Certification in
Sustainability
Analytic (2018-
Current)

MS – Architecture,
Sustainable Design,
New Jersey Institute
of Technology, 2012

BS – Environmental
Engineering, Drexel
University, 2006

Registration

Professional
Engineer: New
Jersey

Certifications:

AWWA's Utility Risk
and Resilience
Certificate Program

Attachment: ENGenuity (2022-48 : ENGenuity Special Projects Engineer Appointment 2022)

Project Engineer, Woodbridge Pumping Station, Resiliency Assessment, Woodbridge, New Jersey. CDM Smith is currently evaluating site level flood protection alternatives that will protect the buildings and equipment located on-site the Woodbridge Pumping Station. One proposed alternative entails the construction of a flood wall around the perimeter of the pumping station site. The second alternative involves mitigating the flooding impacts on each individual building with building level dry floodproofing measures. The two options were compared against each other and assessed based on the overall flood risk reduction provided by the proposed flood mitigation measures, constructability, and permitting requirements. Ms. Dalal was responsible for evaluating dry flood proofing technologies and preparing the technical report for the Township.

Project Engineer, Monmouth Regional Sewerage Authority, Condition Assessment Plan, South Monmouth, New Jersey. CDM Smith is conducting a forcemain/outfall condition assessment plan to assist the South Monmouth Regional Sewerage Authority (SMRSA) in assigning pipeline inspection technologies to various areas within the sewer system. Technologies will be prioritized based on risks including historical failures, environmental risks, and operating conditions of the system. Ms. Dalal is responsible for the preparation of project deliverables, including technical reports.

Trenton Water Works, Lead and Copper Rule Compliance Assistance, Trenton, New Jersey. Ms. Dalal was responsible for developing public education documents for Trenton Water Works (TWW) as part of CDM Smith's efforts to help TWW meet the requirements of the USEPA and NJDEP's Lead and Copper Rule (LCR). CDM Smith participated in public education forums to help TWW address the concerns of the residents and educate homeowners on the Lead Service Line Replacement Program. CDM Smith also developed an interactive website with information regarding lead in drinking water. Additionally, Ms. Dalal was the mechanical engineer for the design of the temporary zinc orthophosphate feed system at the Central Pumping Station. She is also currently responsible for providing construction administration support to the project.

Prior to CDM Smith

Assistant Project Manager, Bayonne Combined Sewer Overflow Long-Term Control Plan, City of Bayonne, New Jersey (2018). Ms. Dalal served as the assistant project manager for the preparation of the Combined Sewer Overflow (CSO) Long-Term Control Plan for the City of Bayonne, on behalf of SUEZ Water. The plan aims to reduce the incidence of CSO discharges from the city's combined sewer outfalls. She was responsible for managing and preparing report deliverables, maintaining regular client and subconsultant collaboration and preparing project status reports.

Project Engineer, Sewer Master Plan Update, Lakewood Township Municipal Utilities Authority, Lakewood, New Jersey (2014-2016). Ms. Dalal prepared an update to the Lakewood Municipal Utilities Master Sewer Plan to reflect how changes in zoning and population would impact the capacity of existing pump stations, pipelines, and collectors. A build-out analysis was conducted to determine the wastewater flow that would be generated by a portion of the township at full build-out in 2030. Based on the results of the buildout analysis and a conditions analysis of the existing system, infrastructure expansion recommendations were made to the Authority. Preliminary cost estimates for potential upgrades and updates to the Authority's GIS mapping system were also complete.

City of Asbury Park

STATEMENT OF QUALIFICATIONS

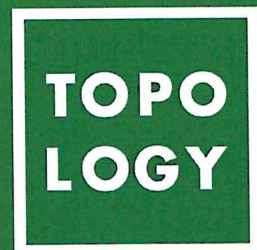
Consulting Planner

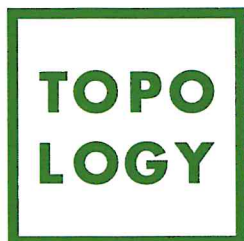
SUBMITTED TO

Tracy Lizardi
Purchasing Agent
City of Asbury Park
Municipal Plaza
Asbury Park, New Jersey 07712

SUBMITTED BY

PHILIP ABRAMSON
TOPOLOGY NJ, LLC
60 UNION STREET, SUITE 1N
NEWARK, NJ 07105
(973) 370-3000





UNLOCKING POTENTIAL
IN PLACES YOU LOVE

Ms. Tracy Lizardi,

Topology, LLC is pleased to submit the following response for the Request for Proposal for Professional Planning Services for the City of Asbury Park. Topology, NJ LLC (herein "Topology") is a community-driven planning and development firm specializing in municipal services for clients across the State of New Jersey. Established in 2014, Topology has worked hard for the past seven years to surpass client expectations and deliver exceptional outcomes. Appreciating that every community is different, Topology takes the time to understand what makes each client community unique on both an individual and regional level. This thoughtful approach allows the firm to form true partnerships with clients, while providing more efficient, more connected, and more innovative services and solutions that meet constantly changing community demands and priorities.

Operating as a full-service planning firm specializing in work with municipalities, Topology's services include redevelopment planning, services to planning and zoning boards, land-use planning and policies, master planning, affordable housing, downtown development, arts and historical planning as well as grant writing, research, and administration. Additionally, the firm has the privilege of serving as the designated Municipal Planner for the Town of Morristown, the Township of Millburn, Township of Millburn, the Village of South Orange, the Borough of Elmwood Park, and the Borough of Rockaway. In each of these communities, the firm provides all manner of professional services to municipal leaders on all aspects related to zoning and planning.

Topology is familiar with a variety of issues that a municipality can face at any given moment. This experience has aided the firm in its preparedness to respond to any challenge that a client may face. From implementation of planning approvals to regulatory compliance, there is not a challenge or client request that Topology cannot tackle.

Thank you for your time and consideration. Topology looks forward to working with the City of Asbury Park.

Sincerely,

Philip Abramson, CEO, AICP/PP, Esq.

Respondent Information

COMPANY NAME: Topology NJ, LLC ("Topology")

COMPANY ADDRESS: 60 Union Street, 1N
Newark, NJ 07105COMPANY EMAIL: hello@topology.is

COMPANY PHONE: 973.370.3000

Key Contact:

Name: Philip Abramson, AICP/PP, Principal, CEO

E-mail: phil@topology.is**Description of Business Organization**

Led and owned by Founder/CEO Philip Abramson, Topology began operations with a staff of two that has grown to a team of 12 passionate planning, design, and community outreach professionals. We have worked in dozens of communities throughout New Jersey – from sprawling urban centers to small village communities – as well as for large real-estate corporations. This wide breadth of experience has ensured that our team is well-versed in a range of planning issues, services, policies, and decisions.

Project Understanding and Value Proposition

Asbury Park is among the most unique and celebrated communities in all of New Jersey, boasting world-renowned artistic and cultural venues, storied historic landmarks, and a famous oceanfront boardwalk that features a wide variety of shopping, dining, and entertainment offerings. Along with its iconic waterfront, the City has many outstanding neighborhoods that provide a variety of housing options to those seeking a vibrant cultural scene, bustling downtown, and convenient transportation access.

While Asbury Park has undoubtedly evolved into a model community, this progress has created certain challenges for the City, that, if unaddressed, could halt continued modernization and success. Asbury Park's status as a popular vacation destination, although valuable to the City's economy, can create traffic congestion and requires significant tracts of valuable real estate to be used as parking for visitors. The City's oceanfront location presents inherent risks from storm events. Additionally, as a desirable community to live, work and play, the

community must determine its vision for further land use development, with pressures from entities seeking to continue building and considerations regarding the best use of existing infrastructure and public space. Given these conditions, it is imperative that the City chart a course for sustainable growth formed by expertise and public participation. For this endeavor, Topology is the partner of choice.

As explorers and fans of great communities in New Jersey, our team has had considerable opportunities to reflect on not only what makes Asbury Park work, but what would help it exceed its already sterling reputation. Below are just a few ideas we would love to develop further with your residents and administration:

1. Asbury Park's cherished residential neighborhoods require equal parts protection and promotion. The character of the neighborhoods depends on both improvements to existing structures and sensible new in-fill development. A review of the zoning code, permitted uses, application procedures, and maintenance requirements must be done to both reduce barriers to investment and rehabilitation, and simultaneously prescribe how new construction will complement the patterns and be sensitive to the built environment. For example, certain outdated zoning ordinances place a burden on property owners trying to make modest improvements to existing non-conforming structures. Similarly, long-vacant structures may benefit from more creative accessory uses, which would incentivize buyers to invest in such properties. Future development should also be inclusive and provide a range of housing options for residents regardless of age, means, and other characteristics. Such thoughtful policies should help the City attract new families while making sure current residents do not get priced out of the community they adore and live in.
2. Residents of Asbury Park deserve investments that support the quality of life for year-round residents such as parks, community gathering spaces, and quality streetscapes that provide safe, multimodal transportation. While Asbury Park has already begun implementing its 2021 Plan for Walking and Biking, the City should continue to build on its successful investments in mobility improvements and provide for a pedestrian and bike-friendly streetscape in the downtown and commercial cores to promote economic activity and utilization. This streetscape would create additional mobility opportunities for residents, while working to address the management of parking in the City for visitors. As mobility is enhanced in Asbury Park, residents and visitors will be able to access the commercial area more easily, producing more gains for the downtown and their businesses. Addressing mobility concerns with technology and promoting a wider variety of transit options is crucial to Asbury Park's future growth. While many of the City's amenities primarily serve seasonal and weekend visitors, the City could increase their capacity as year-round amenities through off-season

programming and the temporary re-uses of the large surface parking lots near the oceanfront for art installations, pop-up markets, or other creative community functions. A potential strategy that could serve all goals could be requirements that compel developers seeking additional impervious coverage, height, or density allowances to make to investments that mitigate impacts to the community. The requirements that are most needed by the City's residents could be determined in partnership with established advisory groups such as the Quality of Life Committee and should effectuate the goals of the 2017 Master Plan Re-exam's Community Facilities Plan.

3. Topology admires Asbury Park's dedication to sustainability, resiliency, and hazard mitigation regarding flood risk. The 2017 Master Plan Re-examination contains valiant goals and helpful updates in Section 5.8, and we welcome the opportunity to turn each Objective and Recommendation into an actionable item, so the goals can be realized immediately. The City is lucky to have both a Green Team and the Environmental Shade Tree Committee, and we offer to work alongside them, attending monthly or quarterly meetings to effectuate their agendas via ordinances, programming, and implementation strategies. For example, Sustainable Design Checklists should be created for all projects, ranging from vegetative buffering and rainwater harvesting for small residential rehabs, to on-site stormwater containment and energy efficiency standards for large projects. Coordination on both a local level and regional level is critical to reduce impervious coverage and to incorporate green infrastructure, therefore as Town Planner, will work with stakeholders on all levels of government as well as private partners to create appropriate requirements, incentives, and mitigation strategies.
4. Topology's commitment to community is measured in results. While many planners can satisfactorily draft vision plans or measure setbacks, it takes a true community development professional to turn goals into strategies and ideas into actions. Effectuating plans requires diligent oversight by a team of both in-house municipal staff and consultant experts. Our firm is experienced in the implementation of ambitious plans, working collaboratively with our clients on prioritization, diligent project oversight and follow-through as projects pass through all stages of development from concept to construction. This is tailored to each municipality's departmental capabilities and constraints, but often includes weekly in-office presence to support city building, planning, and zoning departments, project tracking systems, check-ins with developers, and collection of fees, affordable housing deed restrictions, and other critical components impacting a project's compliance and success. Each of the City's ambitions whether is a master plan goal, or a requirement of the planning board on a site plan approval, should be turned into an actionable item with strategies accomplish it in a timely and fair manner. We are dedicated to ensuring all projects deliver the promises made through a fair, transparent, and efficient process.

Asbury Park needs a partner that is not myopic or unimaginative. Topology will foster and guide the collaboration needed between City officials and public stakeholders to ensure that transparency and collaboration are at the forefront of planning and decision making. The firm will propose creative and novel strategies to address the obstacles and growth opportunities existing in the City. Moreover, Topology will think outside of the traditional methodology to solicit feedback and create a truly interactive planning process. Leveraging the firm's considerable talent and experience, Topology will deliver exceptional results.

Proposed Scope of Work

Should Topology be selected as a Consultant Planner, the firm will provide the following services:

- Services to the Planning Board and Board of Adjustment
- Land Use Ordinance preparation and review
- Site and Land-Use Planning Services
- Urban Design Services
- Redevelopment Planning Services as needed, including both Preliminary Investigations and the development of Redevelopment Plans
- Development and Real Estate Services as needed
- Request for Proposal (RFP) and Request for Qualifications (RFQ) drafting and administration services as needed
- Affordable Housing Planning, and consultation on COAH requirements as needed
- Grant-Writing, Research and Management Services as needed, including CDBG and other HUD funded programs
- Open Space Planning and ROSI management as needed
- Application support for environmental regulatory agencies
- Stormwater management and resiliency planning services as needed
- Historic Preservation
- Creative Placemaking, Arts and Culture Planning Services
- Community Development Services (inclusive of public forums and outreach) as needed
- Support to the City Council, Land Use Boards, and other City advisory boards
- Support for the City Zoning Officer

The Topology Team

Philip Abramson, AICP/PP, Esq. (NJ Professional Planner since 9/28/2009) Principal + CEO

Philip Abramson is a licensed planner in the State of New Jersey, licensed attorney in states of New Jersey and New York, and Managing Principal of Topology. Phil brings more than 10 years' experience, most of which was spent as the Project Manager within the Planning and Development Practices in the New York City office of Jonathan Rose Companies. He works to seamlessly blend planning, law, and real estate development to lead comprehensive planning projects that integrate innovative tools and creative practices. Phil's experience and passion for innovation has led Topology to offer clients advanced solutions and strategic advice.

Philip is a three-time Rutgers University Alumnus earning a Bachelor of Science in Criminal Justice from Rutgers, Newark College of Arts and Sciences; a Master of City and Regional Planning from the Rutgers Bloustein School of Planning and Public Policy; and a Juris Doctorate degree from Rutgers School of Law – Newark.

Greer Patras, AICP/PP (NJ Professional Planner since 8/22/2017) Director, Land Use

Greer Reinalda Patras is a licensed planner in the State of New Jersey and certified by the American Institute of Certified Planners. Greer specializes in combining physical design with community development, and she employs this approach for all variance applications, redevelopment projects, grant proposals, mapping projects, and planning studies. Greer's expertise lies in Municipal Planning and Zoning Board Consultation, where she often mediates the seemingly conflicting goals of Boards, developers, and residents to develop plans that simultaneously protect the character of the community and encourage economic development. Greer's passion is rooted in her ability to develop creative design solutions that turn the unique challenges facing our communities into opportunities.

Greer leads Topology's Land Use Department and, as the Director, oversees municipal planning, redevelopment planning, zoning officer roles, planning boards, and zoning boards in Morristown, South Orange, Cranford, Borough of Rockaway, Millburn, and Lambertville.

Greer graduated from the University of Pittsburgh with a double major in Political Science and Sociology, and earned her Master of City and Regional Planning degree from The Bloustein School of Planning and Public Policy at Rutgers University.

Annie Hindenlang, AICP/PP (NJ Professional Planner since 3/13/2015)
Director, Redevelopment

Annie is a licensed planner in the State of New Jersey and certified by the American Institute of Certified Planners. Bringing over 10 years of experience – including over 5 years with Topology – she has a broad depth of experience at the municipal level in evolving and challenging urban environments. This experience has resulted in a wide range of knowledge related to brownfield remediation, public financing, comprehensive planning, project and process management, and redevelopment.

Of particular note is Annie's ten years working with the City of Perth Amboy, including nearly eight years spent as the City's Director of the Office of Economic and Community Development and Redevelopment. During this tenure, she has successfully overseen the completion of over a dozen comprehensive municipal planning documents; created sustainability, workforce development, and resiliency programs; acquired over \$20 million in grant funds; and oversaw \$500 million dollars of new private investment into the City through the redevelopment process.

Annie considers herself a quality-of-life planner that seeks to creatively solve problems with solutions that address diverse needs and populations. She likes to approach projects with the goal of balanced economic, environmental, and social benefits. She enjoys complex projects with many moving parts for the often unique, inspiring processes and outcomes they create.

She is a proud Hokie – graduating from Virginia Tech in 2010 with a Bachelor of Science in Business Management, a Bachelor of Arts in English, and a Bachelor of Arts in Urban Planning. She finished her Master of Urban and Regional Planning at Rutgers' Bloustein School of Planning and Public Policy in 2012 with a certificate in historic preservation.

Chris Colley, AICP/PP (NJ Professional Planner since 6/3/2021)
Director, Urban Development

Chris is an urban planner passionate about finding pragmatic solutions to create more equitable and livable communities. Joining Topology in 2018, Chris brings over seven years of experience, including four years working for the City of Newark CEDC in NJ, where he developed extensive experience conceptualizing and implementing projects in difficult development areas, working strategically and creatively to overcome impediments like environmental contamination, unfavorable market conditions, and lack of conventional financing. Chris is happiest when he is working on complex projects that require involving a wide range of stakeholders and addressing many complicating factors.

Chris earned his Bachelor of Arts in History from The George Washington University, his Master of Science in Education from The Johns Hopkins University, and his Master in Urban Planning from the Harvard University Graduate School of Design.

Graham Petto, AICP/PP (NJ Professional Planner since 10/6/2016)
Senior Land Use Planner

Graham is a licensed planner in the State of New Jersey and certified by the American Institute of Certified Planners, joining Topology in August 2021. Graham brings a broad depth of experience in municipal, county, and state level planning spanning a transect of urban to rural landscapes. He also has extensive background in planning data analysis and research at two university urban planning research centers. Graham believes sound land use planning decisions require solid data and a research driven framework to achieve optimal understanding.

Of particular note is Graham's six years with the Township of Montclair in the Department of Planning & Community Development. Serving as the Department's Assistant Township Planner, Graham staffed two of the Township's land use boards, conducted planning reviews, assisted with comprehensive municipal planning documents, drafted zoning ordinances, facilitated public engagement and outreach, as well as grant writing and historic preservation program management.

Graham also brings extensive state and county planning experience, serving as a Senior Planner with the Maryland Department of Planning; one of few cabinet-level planning agencies in the country. In this role, Graham coordinated state planning policy development and implementation with all 23 counties and Baltimore City, facilitating smart growth, transit development, and preservation of the Chesapeake Bay watershed.

Graham is a two-time alumnus of the University of Maryland, College Park where he received a Bachelor of Science in Geography, College of Behavioral and Social Sciences, and a Master of Community Planning from the School of Architecture, Planning and Preservation.

Golda Speyer, AICP/PP (NJ Professional Planner since 7/6/2018)
Operations Director, Land Use

Golda is a licensed planner in the State of New Jersey that specializes in affordable housing, community development, project management, and land use planning. She is Topology's in-house regulatory expert with a proven track record for statutory compliance. Prior to working for Topology, Golda worked in municipal government managing federal and local grants that created

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affordable housing development, capital improvement programs, and economic opportunities that encouraged viable communities. Golda has a passion for working on projects involving affordable housing development, new urbanism design, and long-range comprehensive planning.

Golda double majored in Planning and Public Policy + Political Science from Rutgers University. While an undergraduate, she studied Urban Planning abroad at Bilkent University in Ankara, Turkey. She earned her Master of City and Regional Planning from the Rutgers University, Edward J. Bloustein School of Planning and Public Policy.

William Kurzenberger, AICP Planner

William Kurzenberger is a Project Manager and Planner with over six years of expertise in the management and oversight of large-scale projects and programs. Managing projects and concepts from concept to delivery, William has a wide range of experience in overseeing parks and open space development, city-wide public health initiatives as well as sustainability and resiliency projects.

Serving as a former Project Director for the City of Perth Amboy Office of Economic and Community Development, William also has extensive experience in cultivating and maintaining collaborative ventures between for-profit and non-profit entities as well as other stakeholders. William was also a founding member of Perth Amboy's Municipal Action Team for Stormwater Management and served on the Middlesex County Water Resources Association. In such capacities, he oversaw infrastructure installations and planning studies that resulted in reductions to local flooding and run-off pollution, and greater compliance with regulatory requirements in new developments. In his work, William has a special focus on working to unite the realms of urban planning and social welfare policy by keeping livability as a top priority in land use planning and design.

William earned his Bachelor of Arts and Sciences in Social Work as well as his Master of Social Work from the Rutgers School of Social Work.

Justin Cutroneo Planner

Justin Cutroneo is a Planner at Topology where he focuses on blending sustainable development with physical design to meet the goals of municipalities, developers, and residents. Justin has been with Topology for two years and has gained experience with land use application review, zoning ordinance review, and redevelopment. Justin recently completed the Planning & Zoning Program at the Rutgers Center for Government Services and will obtain his Zoning Officer Certification by the end of 2021.

Justin graduated from Rutgers University with a Bachelor of Science in Urban Planning & Design and previously studied European Architecture at John Cabot University in Rome, Italy. Before joining the Topology team, Justin worked as an Assistant Planner at the Old Bridge Township Planning/Zoning Department.

Marc Lincer Planner

After a year of learning through part-time work for Topology, Marc joined the Topology Team full-time in October, 2020. Marc's planning experience includes land use application review, redevelopment planning, master planning and re-examinations, ordinance drafting and best practice research, cannabis planning, and affordable housing. Marc is most passionate about creating thriving communities through effective land use strategies

Marc graduated from Hamilton College in May 2020, earning a Bachelor of Arts in Sociology with Honors, Magna Cum Laude. His studies include his thesis on Dallas and Houston's light rail systems, public policy, urban economics, and the interplay between architecture and environment. During his year abroad in Paris, Marc studied Parisian architecture with Hamilton College and globalization and urbanization at Sciences Po Paris.

Benjamin Nechmad Planner

Beginning his career with the Topology team, Ben hopes to gain a diverse set of experiences in the planning field to build on his extensive urban planning education. Ben is a recent graduate of the Bloustein School at Rutgers University, with a Bachelor's in Urban Planning and Design and a Master's degree in City and Regional Planning. Ben paired his studies with internships at the Hudson County Department of Engineering and the Southwest Boston Community Development Corporation. He is especially passionate about urban design and redevelopment, with a particular interest in urban farming and sustainable greenspace development. Ben has already worked on a wide range of projects with Topology, including redevelopment plans, land use board reports, and concept plans.

Professional Service Fees and Cost Proposal

Services for on-call/as-needed tasks shall be billed monthly at the following rates:

Position	Billable Rate
Principal	\$250/hr
Director	\$200/hr
Senior Planner	\$175/hr
Planner	\$150/hr
Associate Planner	\$125/hr
Graphic Designer	\$125/hr

List of Planning Services Clients

The following is a comprehensive list of all municipal clients served by Topology in the past five (5) years.

Township of Belleville

Dates: 2018 – Present

Role: Preliminary Investigation

Contact: Anthony D. Iacono, Township Manager

E: aiacono@bellevillenj.net

P: 973-450-3322

Borough of Bernardsville

Dates: 2019 - Present

Role: Redevelopment, Revitalization

Contact: Mary Jane Canose, Mayor

E: mayor@bernardsvilleboro.org

P: 908-766-3000

Town of Boonton

Dates: 2020-Present

Role: Redevelopment, Preliminary Investigation, Planning Board, Zoning Board

Contact: Neil Henry, Town Administrator/QPA

E: nhenry@boonton.org

P: 973-402-9410 x650

Borough of Caldwell

Dates: 2017-Present

Role: Affordable Housing, On-Call Planner, Master Plan Re-Exam

Contact: Thomas Banker, Borough Administrator

E: tbanker@caldwell-nj.com

P: 973-403-4634

Capital City Redevelopment Corporation

Dates: 2020-2021

Role: Redevelopment

Contact: Danielle Esser, Director of Governance & Strategic Initiatives

E: desser@njeda.com

P: 609-858-6860

Borough of Chatham

Dates: 2016-Present

Role: Redevelopment, Preliminary Investigation

Contact: Steve Williams, Business Administrator

E: swilliams@chathamborough.org

P: 973-635-0674 x208

Township of Cranford

Dates: 2020-Present

Role: Zoning Board

Contact: Ronald M. Marotta, Chairman

E: ron.marotta@us.yusen-logistics.com

P: 908-709-7211

Borough of Elmwood Park

Dates: 2019-Present

Role: Master Plan Re-Exam, ReVest Plan, Borough Planner

Contact: Michael Foligno, Borough Administrator

E: mfoligno@elmwoodparknj.us

P: 201-796-1457 x104

City of Garfield

Dates: 2021

Role: Cannabis Zoning Planning Report

Contact: Erin Nora Delaney

E: edelaney@garfieldnj.org

P: 973-253-7965

City of Lambertville

Dates: 2020-Present

Role: Conflict Planner

Contact: Julia Fahl, Mayor

E: mayorfahl@lambertvillenj.org

P: 505-659-9969

Township of Long Hill

Dates: 2019-2020

Role: Master Plan

Contact: David Hands, Planning Board Chair

E: davidhands87@gmail.com

P: 908-581-3455

Township of Millburn

Dates: 2021-Present

Role: Affordable Housing, Township Planner, Planning Board, Zoning Board

Contact: Alex McDonald, Business Administrator

E: administrator@millburntwp.org

P: 973-564-7075

Town of Morristown

Dates: 2014-Present

Role: Redevelopment, Planning Board, Town Planner, Zoning Board

Contact: Jillian Barrick, Business Administrator

E: j-barrick@townofmorristown.org

P: 973-292-6626

Borough of Mountain Lakes

Dates: 2016-2018

Role: Conflict Planner

Contact: Mitchell Stern, Borough Manager

E: manager@mtnlakes.org

P: 973-334-3131

Town of Newton

Dates: 2019-Present

Role: Redevelopment

Contact: Thomas Russo, Jr., Town Manager

E: trusso@newtontownhall.com

P: 973-383-3521 x224

Township of Nutley

Dates: 2019-2020

Role: Redevelopment

Contact: Mauro G. Tucci, Mayor

E: mayortucci@nutleynj.org

P: 973-284-4969

City of Passaic

Dates: 2020 – Present

Role: Redevelopment

Contact: Rick Fernandez, Business Administrator

E: rfernandez@cityofpassaicnj.gov

P: 973-365-5513

City of Perth Amboy

Dates: 2018

Role: City Planner

Helmin Caba, Mayor

E: jcaba@perthamboynj.org

P: 732-826-7121

Perth Amboy Redevelopment Agency

Dates: 2017-Present

Role: Redevelopment Planner

Helmin Caba, Mayor

E: jcaba@perthamboynj.org

P: 732-826-7121

Borough of Pompton Lakes

Dates: 2016

Role: Redevelopment

Contact: Kevin Boyle, Borough Administrator

E: administrator@pomptonlakes-nj.gov

P: 973-835-0142 x239

Village of Ridgewood

Dates: 2018-Present

Role: Town Planner

Contact: Heather Mailander, Village Manager

E: hmailander@ridgewoodnj.net

P: 201-670-5500

Borough of Rockaway

Dates: 2020-Present

Role: Borough Planner, Affordable Housing, Planning Board, Zoning Board

Contact: Patricia Reiche, Business Administrator

E: cfo@rockawayborough.org

P: 973-627-2000 x225

Borough of Roselle Park

Dates: 2019-2019

Role: Transit Village Vision Plan

Contact: Joseph Signorello III, Mayor

E: mayorsig@rosellepark.net

P: 908-666-7817

Township of South Brunswick

Dates: 2017 - Present

Role: Vision Plan, Master Plan

Contact: Bryan Bidlack, Planning Director

E: bbidlack@sbtnj.net

P: 732-329-4000 x7240

Township of South Orange Village

Dates: 2017-Present

Role: Affordable Housing, Preliminary Investigation, Master Plan,
Redevelopment, Planning Board, Town Planner, Zoning Board

Contact: Sheena C. Collum, Village President

E: scollum@southorange.org

P: 973-378-7715

City of Summit

Dates: 2017-Present

Role: Preliminary Investigation, Redevelopment, City Planner, Vision Plan

Contact: Michael Rogers, Business Administrator

E: mrogers@cityofsummit.org

P: 908-522-3600

Town of Westfield

Dates: 2020-Present

Role: Preliminary Investigation, Redevelopment, On-Call Planner

Contact: James Gildea, Town Administrator

E: administrator@westfieldnj.gov

P: 908-789-4041

Relevant Project Experience

The following is a selection of our most recent and relevant projects that demonstrate Topology's experience and expertise in performing professional planning and technical consulting services:

Municipal Planning Experience

Topology serves as the general Municipal Planner for Millburn, Morristown, Perth Amboy, Rockaway, South Orange, Summit. Through our work with each municipality, Topology has guided development and policy to realize community goals and bring our client communities closer to their individual vision for the future. As municipal planners, we regularly advise on matters of zoning and coordinate with developers to refine projects and ensure that each proposal honors the intent of the community's zoning and prior planning efforts. In Topology's municipal planning engagements, we aim to provide for responsible growth that remains true to policy directives from comprehensive planning documents.

Municipal Land Use Board Experience

Topology serves as the Board Planner to the planning and zoning boards of the Town of Boonton, Millburn, Morristown, Rockaway Borough, and South Orange, as well as to the Zoning Board of the Township of Cranford. In this capacity, Topology reviews applications to the boards, including various development proposals, to ensure compliance with the municipal land use and zoning regulations and consistency with community values, vision, and policies. Our work to support municipal land use boards gives us insight into larger planning initiatives, which we leverage in more comprehensive amendments to the zoning code and planning documents. This work is critical to informing our management planning portfolios in each of the communities we serve.

Topology supports these municipal planning and zoning boards in interpretations of zoning language and the intent of policy documents that impact the scale and character of physical development. It is our priority to ensure that board members understand the intent of technical regulations and guidelines and their implications for the form and function of new development. Our guidance in the boards' consideration of development applications has shaped physical development of our client communities to fulfill the goals and objectives of the community, as defined in their planning documents.

Master Planning Experience

Topology has a diverse array of Master Planning experience that includes comprehensive plans, re-examinations, and special planning efforts that set the course for smarter land use, transportation, and the promotion of the arts. Such planning efforts have made it possible for communities such as Perth Amboy to pursue compelling transit-oriented development and in Morristown to develop some of the most innovative form-based land use codes in the State. Within our portfolio are also ongoing planning efforts, such as the South Orange Master Plan, which has set new standards for public participation in municipal planning efforts. We use the diverse skillset of our staff to cover every aspect of life within our client communities to deliver plans that serve as practical guides for them to pursue their goals.

Capital City Redevelopment Corporation Renaissance Plan – Trenton, NJ:
The Capital City Redevelopment Corporation (CCRC) was created by an act of the New Jersey State Legislature and charged with revitalizing the Capital District of Trenton, NJ for the benefit of all the citizens of the State. The legislation requires the CCRC to adopt a 20-year Capital City Renaissance Plan to guide “the use of lands within the district in a manner which promotes the economic vitality of the district and enhances the quality of the public environment.” With legislative amendments granting the CCRC the ability to act as a designated Redevelopment Agency within the Capital District, the Plan may also serve as a direct tool by which to enact projects of specific interest.

The original Renaissance Plan was adopted in 1989. In 2019, the CCRC Board hired Topology to oversee and assist with this update to reflect subsequent changes in the social, economic and natural environment over the last 20 years and provide a guide for the District into the future. This 20-year Renaissance Plan establishes an operating framework to attract people and investment while remaining responsive to proposals for change. It sets out a practical and attainable vision for the Capital District in a manner detailed enough to set the course of action and flexible enough to encourage creativity.

Summit re:Vision:

The City of Summit has a unique mix of natural, historic, cultural, and economic assets that sets it apart from other suburban communities. Its location in the region, with a midtown direct commuter rail connection, its vibrant downtown, and remarkable natural setting make Summit a great place to call home for its nearly 22,000 residents. With a very engaged and active local community, Topology needed to be organized and

comprehensive in its approach to community outreach in order to effectively implement master planning efforts.

Topology led the re-examination effort for the City of Summit's 2010 Master Plan in 2017. The Summit re:Vision document adopted by the City was the culmination of a robust stakeholder and public engagement process. The Topology team evaluated the City's goals and objectives, created actionable strategies to achieve goals, and recommended specific changes to the Master Plan. Summit re:Vision builds upon prior planning to outline a comprehensive strategy for the City to guide growth and reinvestment, while preserving the character and scale of its historic residential neighborhoods. Currently, Topology is involved in several efforts for the implementation of key strategies from this plan.

Redevelopment Planning Experience

Topology has extensive experience in redevelopment planning and has focused on redevelopment as a means to promote physical revitalizations and financial reinvestment instead of focusing strictly on economic development. The firm's approach to redevelopment has been to leverage a community's unique, natural and cultural assets to effect meaningful change that not only produces ancillary economic benefits but also serve as a place making strategy. In this work Topology has managed and created public/private partnerships, conducted entire downtown revitalizations, and worked with developers to secure buy-in and additional investment. Topology has worked with communities such as Burlington City, Caldwell, Chatham, Elmwood Park, Maplewood, Morristown, Newark, Nutley, Perth Amboy, Red Bank, South Orange, and Summit to achieve extraordinary redevelopment success.

FOCUS 2020 Redevelopment Plan:

In the summer of 2018, Topology completed the first comprehensive overhaul of Perth Amboy's city-wide redevelopment plan in twenty years. The FOCUS 2020 plan was the result of almost three years of collaboration with City leadership, industry leaders, residents, and other stakeholders covering a third of the land within the municipality. Perth Amboy is now equipped with a useable, practical tool that reflects current market conditions, a new vision for the City, and compliance with today's standards for planning and development. The updates within the plan replaced outdated zoning restrictions and allowed for new avenues of attracting private partners to revitalize the City's underutilized spaces. The plan has resulted in the on-going remediation of over 300 acres of brownfields, creation of thousands of jobs, and a little over \$500 million dollars of new investment brought into the City. Ongoing efforts include residential, retail, and commercial/industrial projects throughout the City,

with a focus on job creation and more sustainable growth geared toward transit riders.

Market & Bank Redevelopment:

Topology led a redevelopment planning effort for a small irregular area, once home to coach makers in the nineteenth century. This prominent tract of land on the edge of Morristown's central business district saw various uses come and go with limited investment. The Market & Bank Redevelopment Plan was designed to capitalize on the site's prominent location by incorporating distinct urban design elements that reflect the traditional industrial architecture of existing structures on the site. Topology's redevelopment strategy emphasized the redevelopment area's unique position as a gateway into the central business district by incorporating landmark elements and public space.

The Market & Bank Redevelopment Plan provided for sustainable redevelopment with contextual urban design and architectural standards that embraced the redevelopment area's unique shape and location. Topology facilitated a transparent redevelopment process and maintained an open dialogue with the public and local officials for input on the redevelopment project. The plan drew on LEED-ND neighborhood design standards and includes new public spaces and pedestrian amenities that established safer, more comfortable pedestrian connections.

2nd Street Park:

After being stalled for almost 15 years, this six-acre former brownfield is being remediated into a world-class waterfront park through the coupled efforts of a collaborative, community-led process and a resourceful approach to financing. In 1997, the City of Perth Amboy acquired through eminent domain an active scrap metal yard for the creation of new parkland along the Raritan River. Shortly after, it became evident that the property was severely contaminated and a long, litigious battle ensued between the former property owner and the City regarding remediation and reuse.

Topology brokered a conversation with the Middlesex County Improvement Authority (MCIA) to utilize funding from the U.S. Environmental Protection Agency (EPA) Brownfields Program to contract a team of community planning specialists and landscape architects from Rutgers University's Center for Urban & Environmental Sustainability and Bloustein School of Planning & Public Policy to develop a concept design to convert the contaminated site into a park that meets the needs and interests of the surrounding neighborhood residents. Rutgers conducted an extensive community outreach process receiving feedback from over

500 city residents, students, and members of the surrounding neighborhood.

In response to sound landscape design practices and a clear community vision, the park concept design included multiple program areas that met the local resident's interests for this space. The areas reflect a diversity of proposed activities and ecological restoration that connect the park to the shoreline, neighborhood, and Perth Amboy's urban center.

In fall of 2016, with assistance from the Department of Environmental Protection, Topology was able to acquire over \$7m in funding for final design, remediation, and construction of the park. Remedial action of the site is underway, with park construction set to begin in 2022.

CDBG Oversight Experience

Topology staff members, Annie Hindenlang, Golda Speyer and William Kurzenberger have over ten years' experience of directly administering all activities relating to the Community Development Block Grant (CDBG) program. During their time as municipal employees for the Cities of Perth Amboy and New Brunswick, they have authored Five-Year Consolidated Plans, Annual Action Plans, Consolidated Annual Performance Evaluation Reports (CAPER), Environmental Assessments, as well as overseeing the collection of reports from subrecipients. They have a comprehensive knowledge of HUD regulations and successfully maintained the compliance of their respective programs for the entirety of their tenures resulting in the creation of several public service and economic development initiatives, parks, and other infrastructure improvements such as:

- Youth enrichment programs for hundreds of low-moderate income youths
- Homeownership counseling for hundreds of first-time homebuyers
- The restoration of multiple historically significant buildings
- The enhancement of several parks and recreation facilities
- The creation of dozens of affordable housing units
- Subsidization of hundreds of rental units for low-moderate income families

Affordable Housing Planning Experience

Topology is trusted to provide guidance for the provision of affordable housing for Caldwell, Millburn, Morristown, Rockaway, and South Orange. Assisting these communities satisfy their legally mandated requirements in a way that provides dignified housing for low- and moderate-income residents without causing

unnecessary congestion or financial hardship requires a complex understanding of the issues involved that Topology has honed throughout the years. That experience helps the firm advise on the location and variety of housing provided that meets the satisfaction of both the law and residents alike.

Compliance Statements

Topology, nor any individual assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

There are no ethics violations existing against the firm and/or the individual responding.

Topology will provide certificates of all necessary insurance policies upon award of contract.

City of Asbury Park

PROPOSAL DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Acknowledgment of Receipt of Addenda	PA
☒	Mandatory Affirmative Action Language	PA
☒	New Jersey Anti-Discrimination	PA
☒	Americans with Disabilities Act of 1990 Language	PA
☒	Stockholder Disclosure Certification Statement of Ownership	PA
☒	Proof of Business Registration	PA
☒	Disclosure of Investment Activities in Iran	PA
☒	Election Contributions Disclosure Notification Form	PA
☒	Non-Collusion Affidavit	PA
☒	W-9 Form	PA
☒	Political Contributions Disclosure Form	PA
☒	Sworn Statement by Professional Services Provider	PA
☒	Ethics Statement	PA

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: ☒

Acknowledged for: Topology NJ, LLC
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Philip Abramson
(Print or Type)

Title: Principal + CEO

Date: November 23, 2021

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Topology NJ, LLC

SIGNATURE: 

PRINT NAME: Philip Abramson

TITLE: Principal + CEO

DATE: 11/23/2021

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).



Signature

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



 Signature

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Topology NJ, LLC

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|---|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☒ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☐ Subchapter S Corporation | ☐ Non-Profit | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Philip Abramson

Name: _____

Home Address: 296 Meeting House Lane

Home Address: _____

Mountainside, NJ 07902

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 23 day of November, 2024

(Notary Public)

My Commission expires: **HAYDEE PUELL**
Notary Public - State of New Jersey
My Commission Expires Dec 14, 2025

Topology NJ, LLC

(Affiant)

Philip Abramson

Philip Abramson, Principal + CEO

(Corporate Seal)

Disclosure of Investment Activities in Iran

Bidder Name: Topology NJ, LLC

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

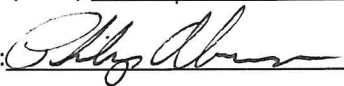
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the <name of contracting unit> is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <reference to contracting unit> to notify the <reference to contracting unit> in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <name of contracting unit> and that the <reference to contracting unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Philip Abramson

Title: Principal + CEO

Signature: 

Date: 11/23/2021

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27**, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.

 , Philip Abramson, Principal + CEO
Vendor's Representative
Signature of Acknowledgement

November 23, 2021
Date of Acknowledgement

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Union

ss:

I, Philip Abramson residing in Mountainside
(name of municipality) (name of affiant)
in the County of Union and State of New Jersey
of full age, being duly sworn according to law on my oath depose
and say that:

I am Principal + CEO of the firm of Topology NJ, LLC
(Title or position) (Name of firm)

Topology NJ, LLC the bidder making this Proposal for the bid
entitled Request for Qualifications - Consulting Planner, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above named project; and that all statements contained in said
proposal and in this affidavit are true and correct, and made with full knowledge that the
City of Asbury Park relies upon the truth of the statements
contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established
commercial or selling agencies maintained by
Topology NJ, LLC.

Subscribed and sworn to

before me this day 23rd


Signature

NOVEMBER, 2021

(Type or print name of affiant under signature)

Notary public of HAYDEE PUELL
Notary Public - State of New Jersey
My Commission Expires Dec 14, 2025

(Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:		Topology NJ, LLC	
Address:		60 Union Street Unit 1N	
City:	Newark	State:	NJ
		Zip:	07105

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Chip Allen

Philip Abramson
Printed Name

Principal + CEO
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name: Monmouth

State: Governor, and Legislative Leadership Committees

Legislative District #s: 10, 11, 12, 13, & 30

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Aberdeen Township	Highlands Borough	Neptune Township
Allenhurst Borough	Holmdel Township	Ocean Township
Allentown Borough	Howell Township	Oceanport Borough
Asbury Park City	Interlaken Borough	Red Bank Borough
Atlantic Highlands Borough	Keansburg Borough	Roosevelt Borough
Avon-by-the-Sea Borough	Keyport Borough	Rumson Borough
Belmar Borough	Lake Como Borough	Sea Bright Borough
Bradley Beach Borough	Little Silver Borough	Sea Girt Borough
Brielle Borough	Loch Arbour Village	Shrewsbury Borough
Colts Neck Township	Long Branch City	Shrewsbury Township
Deal Borough	Manalapan Township	Spring Lake Borough
Eatontown Borough	Manasquan Borough	Spring Lake Heights Borough
Englishtown Borough	Marlboro Township	Tinton Falls Borough
Fair Haven Borough	Matawan Borough	Union Beach Borough
Farmingdale Borough	Middletown Township	Upper Freehold Township
Freehold Borough	Millstone Township	Wall Township
Freehold Township	Monmouth Beach Borough	West Long Branch Borough
Hazlet Township	Neptune City Borough	

(continued on next page)

Boards of Education (Members of the Board):

Allenhurst	Holmdel Township	Oceanport Borough
Asbury Park City	Howell Township	Red Bank Borough
Atlantic Highlands Borough	Interlaken	Red Bank Regional
Avon Borough	Keansburg Borough	Roosevelt Borough
Belmar Borough	Keyport Borough	Rumson Borough
Bradley Beach Borough	Little Silver Borough	Rumson-Fair Haven Regional
Brielle Borough	Long Branch City	Sea Bright Borough
Colts Neck Township	Manalapan-Englishtown Regional	Sea Girt Borough
Deal Borough	Manasquan Borough	Shore Regional
Eatontown Borough	Marlboro Township	Shrewsbury Borough
Fair Haven Borough	Matawan-Aberdeen Regional	South Belmar
Farmingdale Borough	Middletown Township	Spring Lake Borough
Freehold Borough	Millstone Township	Spring Lake Heights Borough
Freehold Regional	Monmouth Beach Boro	Tinton Falls
Freehold Township	Monmouth Regional	Union Beach
Hazlet Township	Neptune City	Upper Freehold Regional
Henry Hudson Regional	Neptune Township	Wall Township
Highlands Borough	Ocean Township	West Long Branch Borough

Fire Districts (Board of Fire Commissioners):

Aberdeen Township Fire District No. 1	Marlboro Township Fire District No. 1
Aberdeen Township Fire District No. 2	Marlboro Township Fire District No. 2
Englishtown Borough Fire District No. 1	Marlboro Township Fire District No.3
Freehold Township Fire District No. 1	Millstone Township Fire District No. 1
Freehold Township Fire District No. 2	Neptune Township Fire District No. 1
Hazlet Township Fire District No. 1	Neptune Township Fire District No. 2
Howell Township Fire District No. 1	Ocean Township Fire District No. 1
Howell Township Fire District No. 2	Ocean Township Fire District No. 2
Howell Township Fire District No. 3	Spring Lake Heights Boro Fire District No. 1
Howell Township Fire District No. 4	Tinton Falls Fire District No. 1
Howell Township Fire District No. 5	Tinton Falls Fire District No. 2
Manalapan Township Fire District No. 1	Wall Township Fire District No. 1
Manalapan Township Fire District No. 2	Wall Township Fire District No. 2
Manasquan Boro Fire District No.1	Wall Township Fire District No. 3

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the City of Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that my family, my firm or I has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

Topology NJ, LLC

Firm's Name

Philip Abramson

Signature

Philip Abramson

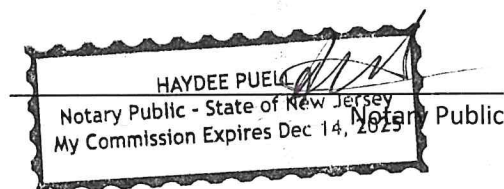
Print Name

Principal + CEO

Title

Subscribed and sworn to before me this

23rd day of November, 2021.



Attachment: Topology Exhibits (2022-49 : Topology Consulting Planner Appointment 2022)



UNLOCKING POTENTIAL
IN PLACES YOU LOVE

To Whom it May Concern,

This letter is provided to certify Topology NJ LLC's compliance with the City's requirement for a statement on ethical violations.

As the Principal and CEO of Topology NJ, LLC, I can attest that:

- Topology, nor any individual assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.
- There are no ethics violations existing against the firm and/or the individual responding.

Sincerely,

Philip Abramson, CEO, AICP/PP, Esq.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
TOPOLOGY NJ LLC

TRADE NAME:

ADDRESS:
60 UNION STREET 4N
NEWARK NJ 07105
EFFECTIVE DATE:
01/24/14

SEQUENCE NUMBER:
1848315
ISSUANCE DATE:
08/23/16


Director
New Jersey Division of Revenue

Certification 54427

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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-MAY-2015** to **15-MAY-2022**

TOPOLOGY NJ LLC
59 LINCOLN PARK
NEWARK

NJ 07902



Andrew P. Sidamon-Eristoff
State Treasurer

BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Professional Planners

HAS LICENSED

Philip A. Abramson
60 Union Street
#1N
Newark NJ 07105

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Professional Planners
HAS LICENSED
Philip A. Abramson
Professional Planner

Philip A. Abramson
SIGNATURE
03/20/2020 TO 05/31/2022
VALID
33LI00609600
License/Registration/Certificate #
Paul Rodriguez
ACTING DIRECTOR

03/20/2020 TO 05/31/2022
VALID

33LI00609600
LICENSE/REGISTRATION/CERTIFICATION #

Philip A. Abramson
Signature of Licensee/Registrant/Certificate Holder

Paul Rodriguez
ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Professional Planners
P.O. Box 45016
Newark, NJ 07101

PLEASE DETACH HERE

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--	--	---

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Topology NJ, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 60 Union Street 1N	Requester's name and address (optional)
	6 City, state, and ZIP code Newark, NJ 07105	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	6			4	5	6	5	0	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <u><i>Philip Abramo</i></u>	Date ▶ _____
------------------	--	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

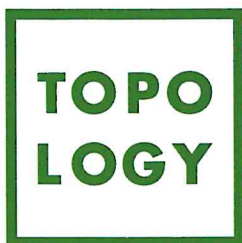
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



UNLOCKING POTENTIAL
IN PLACES YOU LOVE

60 Union Street, #1N, Newark NJ 07105

SAMPLE CONTRACT

Attachment: Topology Exhibits (2022-49 : Topology Consulting Planner Appointment 2022)



Township of Cranford

8 Springfield Avenue • Cranford, New Jersey 07016-2199

(908) 709-7200 • Fax (908) 276-7664

www.cranfordnj.org

March 30, 2021

Topology NJ LLC
Mr. Philip Abramson
60 Union Street #1N
Newark, NJ 07105

Re: Planning Services: 750 Walnut Avenue

Dear Mr. Abramson,

Enclosed please find one fully executed copy of the above referenced agreement executed by the Township of Cranford.

If you have any questions, please do not hesitate to give me a call at (908)709-3982.

Very truly yours,

Suzanne Welsh
Administrative Assistant
Township Clerk's Office

Enc.

AGREEMENT

This Agreement, entered into this 15th day of March 2021, between the Township of Cranford, a municipal corporation of the State of New Jersey, hereinafter called the "Township," having municipal offices located at the Municipal Building, 8 Springfield Avenue, in the Township of Cranford, County of Union, State of New Jersey, and Topology NJ LLC, having offices located at 60 Union Street, #1N, Newark, NJ 07105, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, there is a need for the Township to engage expert planning services in connection with preparation of a Redevelopment Plan for Block 541, Lot2, Qualifiers C01 through C07, and known as 750 Walnut Avenue; and

WHEREAS, the Township of Cranford advertised a Request for Proposal ("RFP") for planning services through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.; and

WHEREAS, pursuant to Resolution 2021-21, the Township has deemed that the firm Topology NJ LLC, has the background, experience and qualifications necessary to render the needed advice and services; and

WHEREAS, by Resolution No. 2021-126, the Township awarded the contract for such planning services to the Contractor at a cost not to exceed \$30,000; and

WHEREAS, the Chief Financial Officer has certified to the availability of funds which is on file with the Township Clerk; and

WHEREAS, the Township has authorized this written Agreement with the Contractor to provide the aforementioned professional services to the Township in accordance with the compensation set forth herein.

NOW, THEREFORE, in mutual consideration of the covenants, obligations and responsibilities set forth herein, it is agreed by and between the parties as follows:

1. PARTS OF CONTRACT

The parties agree that the terms and conditions contained in the following documents which comprise and are hereinafter called the Contract Documents are made part of this Agreement and are binding on all parties as if all conditions contained in the Contract Documents were set forth in this Agreement:

- A. This Agreement;
- B. Township Resolutions No. 2021-21 & 2021-126;
- C. The Township's RFP; and
- C. Contractor's Proposal dated January 27, 2021.

In the event that any provision in one of the Contract Documents conflicts with the provisions of another of the Contract Documents, the provisions in the document first listed above shall govern, unless otherwise expressly stated herein.

2. TERM

The term of this Agreement shall be for a period equal to the greater of either one-year, starting on January 1, 2021 and ending on December 31, 2021, or the completion and adoption of the Redevelopment Plan.

3. SERVICES TO BE RENDERED

The Contractor agrees to provide all services necessary as set forth in attached proposal. The Contractor declares and agrees that it will be responsible for the full performance and completion of all work to be done under this Agreement and by the execution hereof acknowledges that it has carefully informed itself regarding conditions pertaining to the work to be done. The

Contractor shall perform all work under this Agreement in a good, professional and workmanlike manner, in conformity with all responsibilities, demands and ethics of the profession.

4. COMPENSATION

The Contractor is an independent contractor and not an employee of the Township. The Township shall pay and the Contractor shall accept in payment and in consideration for the performance of the Contractor's obligations hereunder compensation not to exceed \$30,000.00 during the term of this Contract. Payment to the Contractor is subject to availability of funds and shall not exceed the budgeted amount for said services.

5. PAYMENT

Payment for services rendered by the Contractor shall be due upon presentation of an official voucher with attached, detailed itemization which shall include a description of services rendered, hours expended, as well as disbursements claimed. It is agreed all vouchers must be accepted by the Township as to form and documentation before payment will be made. All statements for services rendered will be presented to the Township on a monthly basis. The Township represents that it will have sufficient funds available to pay the Contractor for all services rendered by the Contractor, hereunder, and shall pay the Contractor within thirty (30) days.

6. MATERIALS

All papers, documents, memoranda, reports and other materials prepared by the Contractor under this Agreement, at the request of the Township, shall be and remain the property of the Township.

7. AFFIRMATIVE ACTION COMPLIANCE

The Contractor agrees that, during the performance of this Agreement, the Contractor 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. The Contractor further agrees that it shall comply in all respects with the provisions of N.J.S.A. 10:5-31, et seq. and the regulations promulgated thereunder, the terms and conditions of which are set forth in the documentation attached hereto as Exhibit A and expressly made a part hereof. The Contractor shall, within seven (7) days after receipt of notification of intent to award this contract or receipt of the Agreement, whichever is sooner, provide the Township with a letter of Federal Affirmative Action Approval, a Certificate of Employee Information Report from the State of New Jersey, or a completed Form AA302.

8. INSURANCE

The Contractor shall maintain insurance and deliver certificates of insurance to the Township in commercially reasonable forms and amounts and as otherwise required by the Township Attorney.

9. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the Township and its agents and employees from and against all claims, liabilities, damages, costs, losses, expenses, including attorney's fees, fines, penalties, suits, legal proceedings and any order entered therein, which may arise out of or result from the performance of the work under this Agreement, which is caused in whole or in part by the negligence, failure to act, gross negligence or willful misconduct of the Contractor, any subcontractor, or anyone liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Township or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification

obligation under this paragraph shall not be limited in anyway by any limitation on the amount of, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor or under workers' compensation acts, disability benefit acts or other employee benefit acts.

10. NOTICES

All notices, requests or other communications pursuant to this Agreement shall be in writing and shall be sent pursuant to this Agreement by U.S. Mail, addressed as set forth above.

11. SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Township and the Contractor and their respective successors, assigns and legal representatives. Neither the Township nor the Contractor shall have the right to assign, transfer, or sublet its interests or obligations hereunder without prior written consent of the other party.

12. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted, and the Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall promptly be physically amended to make such insertion.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties, and no amendment, modification or addendum hereto shall be effective unless in writing, dated subsequent to the date hereof and executed by the duly authorized officers of the respective parties. The requirement for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this Section, and this shall be deemed an essential term of the Agreement.

14. VALIDITY

If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

15. GOVERNING LAW AND VENUE

This Agreement is governed by the Laws of the State of New Jersey and any dispute arising under this Agreement shall be cognizable only in the Superior Court of New Jersey, Law Division, Union County.

16. COUNTERPARTS

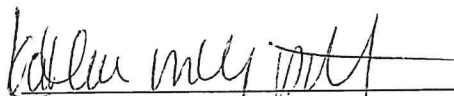
This Agreement may be executed in several counterparts and by facsimile signatures, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any Party executing by facsimile signature shall provide original copies as soon as reasonably practicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

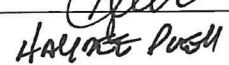
WITNESS/ATTEST:


By: Patricia Donahue, RMC, Township Clerk

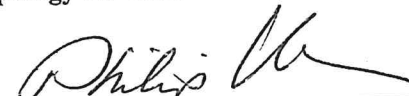
TOWNSHIP OF CRANFORD


By: Kathleen Miller Prunty, Mayor

WITNESS/ATTEST:


By: 

Topology NJ LLC


By: Philip Abramson
Principal, Topology NJ LLC

Response to RFQ
Special Project Engineer



Submitted to:
Purchasing Agent
Attn: Tracy Lizardi
Municipal Plaza
Asbury Park, NJ 07712

November 30, 2021



1904 Main Street
Lake Como, NJ 07719
(732) 681-0760



Dynamic Traffic, LLC
1904 Main Street
Lake Como, NJ
T. 732.681.0760

November 30, 2021
Via Hand Delivery

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 0772

Attn: Tracy Lizardi, Purchasing Agent

**RE: Response to RFQ
Special Project Engineer**

Dear Ms. Lizardi,

Dynamic Traffic is pleased to provide this response to the City's request for proposal to provide traffic engineering consulting services for:

- **Streets and Roadway Improvements**
- **Traffic Safety and Traffic Engineering Analysis**

In response to your Request for Qualifications, I am enclosing one (1) original unbound hard copy and one (1) PDF copy on USB of our response, which outlines the most significant information regarding our firm, including the type of services we provide, our company history, biographies of key staff, and relevant experience.

Dynamic Traffic is a traffic engineering, and transportation planning consulting firm dedicated to providing our clients with full-service solutions for complex engineering and design projects. In order to achieve this objective, Dynamic Traffic draws upon our valuable resource of committed and experienced professionals to serve our clients in the public sector. Our vast transportation planning experience coupled with extensive traffic signal and general traffic engineering design capabilities makes Dynamic Traffic the premier choice for transportation related projects for the City. Dynamic Traffic's professionals will work closely with City professional staff to define the needs, and develop creative ideas to resolve the issues.

Thank you in advance for your time in reviewing our qualifications. We look forward to being of service to the City

Sincerely,

Dynamic Traffic, LLC

John McCormack, PE
Principal

File: T:\TRAFFIC PROPOSALS\DTTRAFFIC OPPORTUNITY DATA\NEW JERSEY\2021\Asbury Park - RFQ - Special Project Engineer\Letter of Transmittal.docx

www.dynamictraffic.com

Lake Como, NJ • Chester, NJ • Toms River, NJ • Newark, NJ • Newtown, PA • Philadelphia, PA

Bethlehem, PA • Allen, TX • Houston, TX • Austin, TX • Delray Beach, FL



FIRM PROFILE

Dynamic Traffic, LLC is pleased to submit our qualifications for RFQ Special Project Engineer to provide the following traffic engineering consulting services:

- **Streets and Roadway Improvements**
- **Traffic Safety and Traffic Engineering Analysis**

The assembled qualifications illustrate a talented team of traffic engineering professionals that has the experience, technical skillset and local knowledge of Asbury Park to support the City in its efforts moving forward this year. Our team of professionals has a long record of collaboration and successful completion of traffic engineering projects. This team is nimble which allows us to mobilize quickly, focus intently and respond immediately to the County's needs. This project will be led by Mr. McCormack who has 25+ years in the traffic engineering industry.

- ***We Know Asbury Park*** – Dynamic Traffic understands the transportation challenges facing a progressive and expanding City such as Asbury Park. We have completed numerous private development projects within the City over the years and believe that our knowledge of the City would bring value to a special project assignment. We are located just down the road (less than 3 miles south along Main Street in Belmar) and routinely find ourselves in Asbury for company functions or client meetings.
- ***Best Practices*** - Dynamic Traffic is a leader in the industry. We are well versed in the latest technologies, analysis tools, and design best practices being implemented throughout the state as well as other states nationwide. We have worked for numerous municipalities along the shore in Monmouth County (and for the County directly).
- ***Recognized Traffic Expert*** – Dynamic has successfully completed transportation related projects in almost every county of the state. We are currently servicing as the on-call consultant for numerous municipalities and counties throughout the state. We have the expertise and reputation with NJDOT to get projects approved at the state level. We have what it takes to get things done in the County accurately and efficiently.

Our unique attention to customer service and client satisfaction will ensure the City objectives are met. Our focus on providing traffic engineering services at a superior value will also help to ensure your project is successful and within budget. Traffic Services include:

- | | |
|--|---|
| • Traffic Impact Studies | • Traffic Count Program Design and Implementation |
| • Corridor Studies/Signal Progression | • Traffic Signal Warrant Analyses |
| • Traffic Signal Design | • Traffic Reviews |
| • Signing and Striping Design | • Accessible Curb Ramp Design |
| • Preparation of Traffic Control Plans | • Complete Streets Designs |
| • Downtown Parking Studies | |

Dynamic Traffic is a privately-held corporation established and incorporated in 2012 which has operated under the same name and management structure since the company's inception. Dynamic Traffic and the senior management maintain the proper engineering licensure. There are 13 Professional Engineers employed by Dynamic Traffic. The company, as well as the individuals who work for it, do not have any existing or pending ethics violations against them.

POINT OF CONTACT AND OFFICE LOCATIONS



Contact Person:

John McCormack, PE PTOE
Principal

P: 732.681.0760

F: 732.974.3521

E: jmccormack@dynamictraffic.com

W: www.dynamictraffic.com

Corporate Headquarters:

Dynamic Traffic, LLC
1904 Main Street
Lake Como, NJ 07719

Belmar

825 8th Avenue
Belmar, NJ 07719

Chester

245 Main Street, Suite 110
Chester, NJ 07930

Newark

50 Park Place, Mezzanine Level
Newark, NJ 07102

Toms River

40 Main Street, 3rd Floor
Toms River, NJ 08753

Lehigh Valley

95 Highland Avenue, Suite 170
Bethlehem PA 18017

Newtown

826 Newtown Yardley Road, Suite 201
Newtown, PA 18940

Philadelphia

1515 Market Street, Suite 1920
Philadelphia, PA 19102

Delray Beach

100 NE 5th Avenue, Suite B2
Delray Beach, FL 33483

Austin

901 Mopac Expressway South
Barton Oaks Plaza One, Suite 300
Austin, TX 78746

Dallas

714 S. Greenville Avenue, Suite 100
Allen, TX 75002

Houston

6925 Portwest Drive, Suite 100
Houston, TX 77024



John McCormack is a Principal at Dynamic Traffic. Mr. McCormack holds a license in Professional Engineering in New Jersey and New York as well as a certification as a Professional Traffic Operations Engineer.

John has over 25 years of experience working on various traffic engineering and transportation planning projects for both private clients and public agencies. Mr. McCormack is responsible for the management of the civil engineering and traffic engineering aspects of the transportation improvement projects. These projects involve all aspects of traffic calming, traffic signal design, bicycle and pedestrian safety, and on-street parking. Mr. McCormack also performs traffic impact studies, NJDOT access studies, major event traffic/pedestrian planning, and parking studies. Mr. McCormack serves as the traffic consultant to various municipalities, planning and zoning boards, and counties. He also prepares traffic & pedestrian management plans for major event venues and Amazon Fulfillment Centers across the country.

Licenses:

- New Jersey Professional Engineer License
- New York Professional Engineer License
- Professional Traffic Operations Engineer

Education:

- Villanova University, Bachelor of Science, Civil Engineering, 1994

Agency Experience:

- North Jersey Transportation Planning Authority
- Port Authority of New York and New Jersey
- Ocean County Division of Engineering
- Essex County Division of Engineering
- Monmouth County Division of Engineering
- Morris County Division of Engineering

Project Experience:

- **Township of Maplewood – On Call Traffic Engineering**

Project Manager responsible for managing all aspects of the traffic engineering on-call contract with the township engineer. His duties specifically include township traffic engineering projects such as traffic calming, corridor efficiency and signal synchronization, on-street parking, pedestrian safety, signage and striping, etc. To date we have completed the following traffic engineering related tasks for the township.

- Maplewood Avenue at Jefferson Avenue – ADA Evaluation and compliance recommendation
- Prospect Street at Sommer Avenue – Traffic Calming and Curve Safety Improvement
- Oakland Road – Corridor Traffic Calming and Intersection Organization Improvement
- Prospect Street and Tuscan Road – Signalized Intersection update and ADA/MUTCD compliance
- Prospect Street – Corridor Traffic Calming and Pedestrian Safety Improvement
- Boyden Avenue – Resurfacing, Signing and Striping
- Burnett Avenue – Corridor Traffic Calming and Pedestrian Safety Improvement
- Prospect and Harvard – AWSC Evaluation and Design
- Springfield Avenue – Mid-Block Crosswalk Evaluation and Design
- Maplewood and Jefferson – AWSC and Sight Distance Evaluation
- DeHart Park – Parking Lot Improvement Design

Agency Experience Continued:

- Borough of Allenhurst
- Bloomfield Township
- Denville Township
- City of East Orange
- City of Elizabeth
- City of Jersey City
- City of Newark
- Maplewood Township
- Millburn Township
- Montclair Township
- Neptune Township
- Sea Girt Borough
- Stafford Township
- Toms River Township
- Woodbridge Township

Expert Testimony:

Mr. McCormack has testified before dozens of boards throughout the State of New Jersey. He regularly provides traffic and parking testimony at Land Use Boards in support of his client's projects.

Employment History:

- 2018 – Present Dynamic Traffic, LLC
Principal
- 2010 – 2018 Sam Schwartz, Transportation Consultants
Director of Traffic Engineering
- 1994 – 2010 CMX/Schoor DePalma

Event Traffic Planning Experience:

- Red Bull Arena
- Paper Mill Playhouse
- Nassau Coliseum
- NJ Performing Arts Center
- MetLife Stadium
- Wrigley Field
- Soldier Field
- Seat Geek Stadium
- Nationals Park
- NY Road Runners Queens 10K
- Pope Francis' 2015 Visit to Philadelphia
- Amazon Fulfillment Centers

■ **City of Elizabeth – On-Call Traffic Engineering**

Project Manager responsible for managing all aspects of the traffic engineering on-call contract with the City. Projects have been coordinated with the City administrator, city engineer and the traffic safety division of the police department. His duties specifically include township traffic engineering projects such as traffic calming, corridor efficiency and signal synchronization, on-street parking, pedestrian safety, signage and striping, etc. To date we have completed the following traffic engineering related tasks for the city.

- Elizabeth Avenue at Bridge Street – Intersection Safety and Efficiency Evaluation
- East Jersey Street and Winfield Scott Plaza – Intersection/Pedestrian Safety Evaluation
- Garden Street – Traffic Calming Evaluation
- Bayway Avenue – Improvements and LFIF Grant Assistance

■ **Neptune - Jumping Brook Road – Traffic Calming and Safety Improvements**

Project Manager responsible for the comprehensive evaluation of the corridor and design of traffic calming solutions which will improve intersection safety, lower vehicle speeds and improve the safety for all users (vehicular, bicyclist and pedestrian). These traffic calming solutions are focused at the main contributing issues of vehicular volume, cut through traffic, vehicle speed as well as excessive lane width, lack of shoulders, lack of sidewalks and curving geometry. The plan utilizes a combination of intersection curb extensions, raised intersections, raised crosswalks, sidewalks, bicycle facilities, pavement markings, and signage.

■ **Commercial Corridor Evaluation - Main Street, East Orange**

Project Manager responsible for conducting a traffic study, parking study and safety evaluation of Main Street (Dr. Martin Luther King Jr. Boulevard) adjacent to the Brick Church Train Station in the City of East Orange. Collected traffic volumes and turning movement counts, observed and analyzed the existing conditions of the roadway corridor and intersections, and analyzed proposed conditions with on-street parallel parking and safety improvements in place. Main Street currently experiences vehicle speeding and pedestrian crossing safety issues. The evaluation identified strategies that could improve the safety of the corridor by reducing vehicle speeds, improving pedestrian safety while increasing the on-street parking supply.

■ **Downtown Parking Management Plan – Denville Township, Morris County, NJ**

Project Manager responsible for the preparation of a downtown parking evaluation for the Downtown Denville Business Improvement District (BID) to identify strategies to best satisfy current and future parking needs for all users (shoppers, employees, commuters, etc.) within the Township's downtown area. The project began with detailed inventory of available parking spaces in the study area. The total parking supply, consisting of close to 1,000 spaces, included a combination on-street parking, municipal parking lots, time limits, permit only spaces, parking meters, etc. which were individually categorized and assessed. Parking counts were conducted between morning and evening hours on both weekday and weekend days to identify peak parking demand. Additionally, these counts included license plate surveys on an individual space-by-space basis to identify typical parking duration / turnover characteristics that are critical in downtown areas. A comprehensive report was prepared which included detailed analysis figures (duration/turnover analyses, parking demand heat mapping, etc.), findings, and recommendations such as upgraded parking technology, proper allocation of public/reserved spaces, wayfinding signage, and improved pedestrian circulation.

■ **Monmouth County - Kozloski Road Corridor Improvements, Freehold**

Project Manager responsible for the design of traffic signal upgrades along Kozloski Road at the Monmouth County Complex in Freehold Township. The intersection of Burlington Road/County Complex was upgraded and the traffic signal replaced and a new traffic signal was designed for the intersection with the County Career Center. The project began with the preparation of a traffic signal warrant analysis to justify the need for the new traffic signal at the County Career Center driveway as well as a detailed evaluation of the crash history. A temporary span wire traffic signal was designed for the County Career Center driveway in order to ensure that a traffic signal would be operational prior to the first day of school. A full bid document package was completed for the project which included the plan set, timing directive, specifications, cost estimate and engineer's design certification.

■ **Monmouth County - Phalanx Road Roundabout Analysis and Alternatives Assessment, Middletown**

Project Manager responsible for the traffic study to assess the existing operation of the intersection of Phalanx Road and the Brookdale Community College driveway (Campus Drive) and to provide an analysis of various roundabout alternatives. The study evaluated the existing intersection safety concerns that have been raised by the township (officials/residents) and Brookdale Community College (students/staff) and provided an analysis of the current intersection operation, discussion of the observed/identified safety concerns, evaluation of various roundabout design alternatives, and provision of a roundabout design recommendation.

■ **Rutgers University – Bike Lanes - Washington Street and University Avenue, Newark**

Project Manager who worked with Rutgers University (Newark campus) to design bicycle facilities along both Washington Street and University Avenue as they extend through the heart of the campus. Responsible for developing the civil/traffic engineering aspects of the roadway restriping of the travel lanes, parallel parking areas and a dedicated bike lane. The revision to the roadway striping provides improved direction to the motorists, increases the parallel parking supply along the corridor and provides a dedicated bike lane (with a buffer to separate the bicycles from the vehicular traffic).

CA-20

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

JOHN M. MC CORMACK
200 HANCE ROAD
Fair Haven NJ 07704

FOR PRACTICE IN NEW JERSEY AS A(N): **Professional Engineer**

03/09/2020 TO 04/30/2022
 VALID

24GE04170100
 LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

New Jersey Office of the Attorney General
 Division of Consumer Affairs
 THIS IS TO CERTIFY THAT THE
 Board of Prof. Engineers & Land Surveyors
 HAS LICENSED
JOHN M. MC CORMACK
 Professional Engineer

03/09/2020 TO 04/30/2022
 VALID

24GE04170100
 License/Registration/Certificate #

SIGNATURE

ACTING DIRECTOR

PLEASE DETACH HERE
 IF YOUR LICENSE/REGISTRATION/
 CERTIFICATE ID CARD IS LOST
 PLEASE NOTIFY:
 Board of Prof. Engineers & Land Surv
 P.O. Box 45015
 Newark, NJ 07101

PLEASE DETACH HERE



CLIENT REFERENCES

Joe Ettore

Monmouth County Engineering
(732) 431-7760
engineer@co.monmouth.nj.us
Hall of Records Annex
One East Main Street
Freehold, NJ 07728

Mark Jehnke

Ocean County Engineering
(732) 929-2130
mjehnke@co.ocean.nj.us
129 Hooper Ave, 3rd Fl
Toms River, NJ 08753

Debra Dellagiacoma

Morris County Engineering
(973) 285-6755
ddellagiacoma@co.morris.nj.us
10 Court St, 5th Fl
Morristown, NJ 07963

Paul Kittner

Township of Maplewood Engineer
(973) 762-8120
engineer@twp.maplewood.nj.us
574 Valley St
Maplewood, NJ 07040

Daniel Loomis

City of Elizabeth Engineer
(908) 820-4269
dloomis@elizabethnj.org
50 Winfield Scott Plaza
Elizabeth, NJ 07201

Gerry Maceira

Township of Hanover Engineer
(973) 428-2488
gmaceira@hanovertownship.com
1000 Route 10
PO Box 250
Whippany, NJ 07981

City of Asbury Park

PROPOSAL DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Acknowledgment of Receipt of Addenda	Jm'
☒	Mandatory Affirmative Action Language	Jm'
☒	New Jersey Anti-Discrimination	Jm'
☒	Americans with Disabilities Act of 1990 Language	Jm'
☒	Stockholder Disclosure Certification Statement of Ownership	Jm'
☒	Proof of Business Registration	Jm'
☒	Disclosure of Investment Activities in Iran	Jm'
☒	Election Contributions Disclosure Notification Form	Jm'
☒	Non-Collusion Affidavit	Jm'
☒	W-9 Form	Jm'
☒	Political Contributions Disclosure Form	Jm'
☒	Sworn Statement by Professional Services Provider	Jm'
☒	Ethics Statement	Jm'

Attachment: Dynamic Traffic (2022-50 : Dynamic Traffic Special Projects Engineer Appointment 2022)

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
------------------------	--------------	---

NONE

No addenda were received: ☒

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name of above: _____
(Print or Type)

Title: _____

Date: _____

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
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 or sex. Except with respect to affectional or sexual orientation, 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 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 for the 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 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 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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Dynamic Traffic, LLC
PRINT NAME: John McCormack, PE
DATE: 11/30/21

SIGNATURE: 
TITLE: Principal

Attachment: Dynamic Traffic (2022-50 : Dynamic Traffic Special Projects Engineer Appointment 2022)

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).


Signature

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



Signature

Attachment: Dynamic Traffic (2022-50 : Dynamic Traffic Special Projects Engineer Appointment 2022)

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Dynamic Traffic, LLC

- ☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •
- OR**
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|---|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☒ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☐ Subchapter S Corporation | ☐ Non-Profit | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Nick Verderese

Home Address: _____

108 Warbler Way, Freehold, NJ 07728

Name: Jeff Spalt

Home Address: _____

68 Virginia Ave, Manasquan, NJ 08736

Name: Joe Jaworski

Home Address: _____

51 Hillside Rd, Chester, NJ 07930

Name: Dynamic Engineering Consultants, PC

Home Address: _____

1904 Main Street, Lake Como, NJ 07719

Name: John Palus

Home Address: _____

56 Inlet Terrace, Belmar, NJ 07719

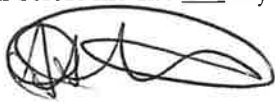
Name: _____

Home Address: _____

Subscribed and sworn before me this 30 day of
November, 21.

(Notary Public)

My Commission expires:



ASHLEY V. MATTHEWS
NOTARY PUBLIC OF NEW JERSEY
Commission # 50165138
My Commission Expires 7/15/2028


 (Affiant)
John M. Cormack Principal
 (Print name & title of affiant)

(Corporate Seal)

Attachment: Dynamic Traffic (2022-50 : Dynamic Traffic Special Projects Engineer Appointment 2022)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DYNAMIC TRAFFIC LLC

Trade Name:

Address: 1904 MAIN STREET
LAKE COMO, NJ 07023

Certificate Number: 1696973

Effective Date: June 07, 2012

Date of Issuance: January 02, 2018

For Office Use Only:

20180102152822035

Attachment: Dynamic Traffic (2022-50 : Dynamic Traffic Special Projects Engineer Appointment 2022)

Disclosure of Investment Activities in Iran

Bidder Name: Dynamic Traffic, LLC

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the *<name of contracting unit>* is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the *<reference to contracting unit>* to notify the *<reference to contracting unit>* in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the *<name of contracting unit>* and that the *<reference to contracting unit>* at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): John McCormack, PE

Title: Principal

Signature: 

Date: 11/30/21

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27**, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Vendor's Representative
Signature of Acknowledgement

11/30/21

Date of Acknowledgement

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Monmouth

SS:

I, John McCormack residing in Belmar
 (name of municipality) (name of affiant)
 in the County of Monmouth and State of New Jersey
New Jersey of full age, being duly sworn according to law on my oath depose
 and say that:

I am a Principal of the firm of Dynamic Traffic, LLC
 (Title or position) (Name of firm)

Dynamic Traffic, LLC the bidder making this Proposal for the bid
 entitled RFQ - Special Project Engineer, and that I executed the said proposal with
 (title of bid proposal)
 full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
 participated in any collusion, or otherwise taken any action in restraint of free, competitive
 bidding in connection with the above named project; and that all statements contained in said
 proposal and in this affidavit are true and correct, and made with full knowledge that the
City of Asbury Park relies upon the truth of the statements
 (name of contracting unit)
 contained in said Proposal
 and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
 secure such contract upon an agreement or understanding for a commission, percentage,
 brokerage, or contingent fee, except bona fide employees or bona fide established
 commercial or selling agencies maintained by
Dynamic Traffic, LLC.

Subscribed and sworn to

before me this day November 30,

21



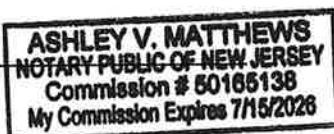
 Signature

John McCormack, PE

(Type or print name of affiant under
signature)
Ashley Matthews Notary
 public of

My Commission expires

(Seal)



Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Dynamic Traffic, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1904 Main Street

6 City, state, and ZIP code

Lake Como, NJ 07719

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 5 - 4 4 9 8 9 1 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Jennifer Cohn

Date ► 10/25/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Dynamic Traffic, LLC		
Address:	1904 Main Street		
City:	Lake Como	State: NJ	Zip: 07719

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Signature

John McCormack, PE
Printed Name

Principal
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
NONE			

☐ Check here if the information is continued on subsequent page(s)

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the City of Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that my family, my firm or I has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

Dynamic Traffic, LLC

Firm's Name



Signature

John McCormack, PE

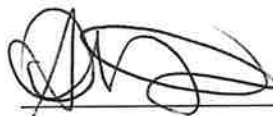
Print Name

Principal

Title

Subscribed and sworn to before me this

30 day of November, 2021.



Notary Public

**ASHLEY V. MATTHEWS
NOTARY PUBLIC OF NEW JERSEY
Commission # 50165138
My Commission Expires 7/15/2026**

Attachment: Dynamic Traffic (2022-50 : Dynamic Traffic Special Projects Engineer Appointment 2022)



Dynamic Traffic, LLC
1904 Main Street
Lake Como, NJ
T. 732.681.0760

November 30, 2021
Via Hand Delivery

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 0772

Attn: Tracy Lizardi, Purchasing Agent

**RE: Response to RFQ
Special Project Engineer
Ethics Statement**

Dear Ms. Lizardi,

Dynamic Traffic and the individuals that work for the organization do not have any pending or active ethics violations against them.

Sincerely,

Dynamic Traffic, LLC

A blue ink signature of John McCormack.

John McCormack, PE
Principal

File: T:\TRAFFIC PROPOSALS\DTRAFFIC OPPORTUNITY DATA\NEW JERSEY\2021\Asbury Park - RFQ - Special Project Engineer\Ethics Statement.docx

www.dynamictraffic.com

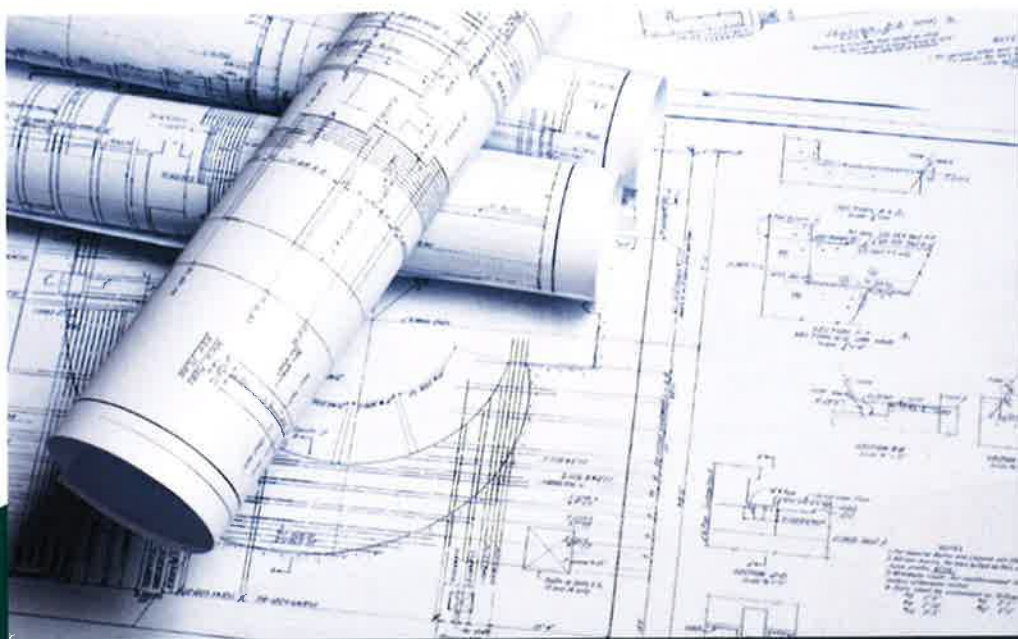
Lake Como, NJ • Chester, NJ • Toms River, NJ • Newark, NJ • Newtown, PA • Philadelphia, PA

Bethlehem, PA • Allen, TX • Houston, TX • Austin, TX • Delray Beach, FL



City Of
ASBURY PARK
New Jersey

SPECIAL PROJECTS ENGINEER



NOVEMBER 30th, 2021

ORIGINAL



Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)



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- About ARH Associates, Inc.
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- Overview of Our Services

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- Professional Resumes & Licenses

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- New Jersey Anti-Discrimination
- Americans with Disabilities Act of 1990 Language
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- Ethics Statement

SECTION 1 COMPANY INFORMATION



ABOUT THE FIRM

Adams, Rehmann & Heggan Associates (ARH) is an award-winning multi-disciplined engineering firm in Hammonton, New Jersey with more than 40+ years of experience representing the public and private sectors. We are a 3rd generation family-owned firm with a proven reputation of providing the highest level of technical expertise, responsiveness, and attention to detail.

ARH traces its roots to a two-car garage in Hammonton, where Earl Rehmann and John Adams began the Company in the 1930's. The company has since grown and in the 1970's, what was then Adams-Rehmann, merged with prominent land-surveyor Reuben Heggan, to form what is now present-day Adams, Rehmann, and Heggan. Since the 1970's Earl's son, Chris, and Reuben's sons, Richard and Robert, continued the tradition and grew the company into a regional provider of engineering, surveying, planning and environmental services. In 2012, Chris's son, Richard Rehmann, was named President of the firm and has continued the growth throughout the region.

NAME OF THE FIRM: Adams, Rehmann, and Heggan Associates, Inc. (ARH)
ADDRESS OF THE FIRM: Corporate Headquarters
 215 Bellevue Avenue, PO Box 579
 Hammonton, NJ 08037
 T | 609.561.0482
 F | 609.567.8909

PRINCIPAL CONTACT INFORMATION



Richard Rehmann, President
 215 Bellevue Avenue, Hammonton, NJ 08037

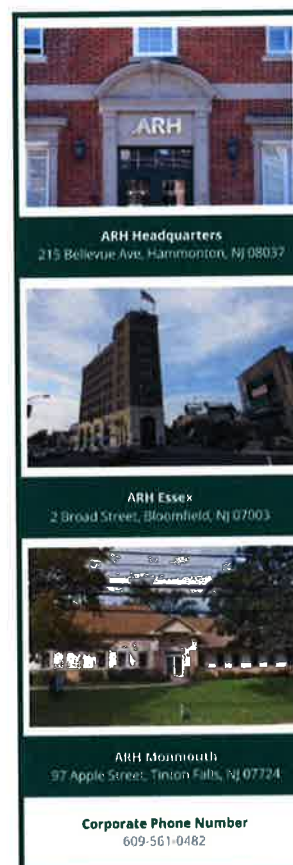
P | 609.561.0482
F | 609.567.8909
E | RRehm@arh-us.com

FACILITIES OF THE FIRM

ARH has three (3) offices strategically located across New Jersey. Our offices are conveniently located minutes away from the Atlantic City Expressway and Garden State Parkway.

- Hammonton (Atlantic)
- Bloomfield (Essex)
- Tinton Falls (Monmouth)

Special Project Engineering services for the **City of Asbury Park in 2022** will be provided from our Hammonton office.



SECTION 1 COMPANY INFORMATION



OVERVIEW OF OUR SERVICES

For decades, ARH has upheld one clear mission: ***to provide unsurpassed engineering, planning and surveying service that improves the environment through sustainable design.***

We have a recognized expertise in all of the following areas of service:

- Civil Engineering, Site Design & Planning
- Municipal & Land Use Representation
- Environmental Assessments
- Preliminary Investigations & Site Remediation
- Site Analysis & Schematic Design
- Bridge, Dam & Structural Engineering
- Regulatory Compliance & Permitting
- Landscape Architecture
- Land & Marine Surveying
- GIS Mapping
- Redevelopment Planning & Engineering
- Traffic & Parking Engineering/Assessment
- Construction Management & Inspection
- Cost Estimating & Preparation of Construction Documents
- Grant Writing & Funding Acquisition



SECTION 1 COMPANY INFORMATION



MUNICIPAL / CIVIL ENGINEERING

ARH has a long history of municipal representation within the local community. Our wide range of Municipal Engineering Services include preparation of design plans and contract bidding documents for public works projects, stormwater and floodplain management, and construction administration and inspection.

ARH has extensive experience and expertise when it comes to civil engineering. We provide complete services for facilities and infrastructure design including roadways, stormwater management systems (BMPs), water distribution systems, sanitary sewer systems, conveyance and detention systems; regional flood studies; stream bank stabilization; road construction and reconstruction; dams and reservoirs; utility construction, and park and athletic field design.

Additional services include:

- Stormwater
 - Floodplain Management
 - Culvert Design
 - BMPs
- Road Improvements
 - Road Maintenance Programs
 - Plans & Specifications
 - Bidding/Construction Administration / Inspection
- Professional Engineering Review, Consulting, Representation
- Parks and Recreation
 - Master Planning
 - Plans & Specifications
 - Active and/or Passive Recreational Facilities
 - Landscaping Plans
- Environmental Services
 - Permitting
 - Wetland Delineation
- Land Survey
 - As-Built Survey
 - Boundary, Topographic, Riparian, and Marine

STORMWATER MANAGEMENT

ARH is well versed in overseeing stormwater best management practice design, permitting, and construction oversight as we have designed hundreds of stormwater management detention and retention basin facilities throughout the tri-state region.

Our stormwater management projects include stream bed and bank stabilization, dams, detention and infiltration basins, stream encroachment delineations, culvert designs, water quality basins and stormwater management ordinances.

ARH delivers a comprehensive range of technical expertise to address a wide variety of stormwater and H&H needs, including permitting, seepage and flow net analysis, hydrogeology, water quality analysis, dam break analysis, and erosion protection.

ARH represents state, county, municipal, and utility authority clients as well as those in the private sector. Our designs have been regularly approved by the NJ Pinelands Commission, CAFRA, NJDEP and the Philadelphia Water Department.



SECTION 1 COMPANY INFORMATION



PLANNING

ARH's multi-disciplinary approach blends the expertise of our Professional Planning and Engineering staff, Licensed Landscape Architects, Environmental Scientists and Permitting Specialists to provide Policymakers with the broad scope of information necessary to make informed decisions. This includes evaluation of the programmatic requirements of various municipal, educational and other public-sector functions, identification of appropriate land resources to address these programmatic needs, development of facility concepts and threshold (as well as in-depth) environmental evaluation, permitting requirements and related analyses to insure a sound regulatory basis for these concepts.

ARH's planning services include site development projects from initial site investigations and feasibility studies through completed drawings and the construction phase. These services include physical site analyses, ordinance reviews, preparation of a land development plan and documents, landscape architecture, stormwater management, erosion control, utility design, permit applications and construction support.

Planning & Site Design Services include:

- Feasibility Studies/Yield Analysis
- Site Design
- Grading Design
- Erosion and Sediment Control Designs
- Utility Layout
- Landscape Design
- Streetscape Design
- Construction Specifications
- Landscape Architecture Design



ARH has served as the planners and engineers for numerous municipal planning boards, zoning boards, and utilities authorities statewide. We understand the dynamics of changing municipal demographics and fiscal needs. We work closely with municipal officials to develop the optimum balance of effective land use including commercial, residential, active and passive recreation, and natural resource preservation. We achieve community consensus which assures in-depth public input and visioning in decisions impacting their community.

Our general planning services include:

- Performing all the planning work required in the capacity of Municipal Planning Board and Zoning Board Planner.
- Attending all regular and special meetings of Planning and Zoning Boards.
- Assisting the governing body in redevelopment projects.
- Providing specific planning advice and assistance to the Board as requested.
- Preparing special planning studies, reports and documents.
- Reviewing subdivisions and site plans including preparation of written reports setting forth compliance with municipal ordinances and accepted planning and design practices.
- Providing inspection services of development projects to assure compliance with Board requirements and approvals.

SECTION 1 COMPANY INFORMATION



LAND DEVELOPMENT AND LAND USE PLANNING

ARH's experience in this area includes siting analyses for various types of parks (ranging from corner vest-pocket parks to large recreation fields and open spaces (including environmentally sensitive conservation and riparian lands), schools (including those in densely-populated urban environments), and other uses in both CAFRA and Pinelands areas.

LAND PURCHASE EVALUATION REPORTS

Our Professional Planning staff has considerable experience in developing and maintaining GIS-based inventories of municipally-owned lands and in evaluating such properties for marketability. Finally, we have developed a unique approach for streamlining marketing, sale and local land use permitting of municipally-owned lands.

LANDSCAPE ARCHITECTURE

Landscape architecture is the analysis, planning, design and management of both natural and built environments. Our landscape architecture design services encompass parks and recreation projects, streetscapes, and conservation and preservation. Projects include streetscapes, parks, higher education campuses, athletic fields, and more, along with their associated improvements such as drainage, irrigation and lighting.

Our landscape architects work with our civil engineers as part of the design team for residential subdivisions, office and commercial centers, hotel development, industrial facilities and school site planning.



ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 1 COMPANY INFORMATION



ENVIRONMENTAL

ARH has developed a reputation as a leader in the environmental field. Our team of engineers, scientists, and planners implement state of the art remedial technologies for public and private sector clients throughout New Jersey.

ARH works to responsibly manage environmental risk and respond appropriately to the concerns of the public, private and regulatory sectors. Our Environmental department's experience with redevelopment projects includes providing property demolitions, asbestos abatement, hazardous remediation and UST design and remediation services. Related services include environmental site assessments, groundwater remediation, hazardous waste management, closure plans, site clean-up, and wetlands investigations.

We partner with regulatory and environmental protection agencies to understand the best practices for solid and hazardous waste management, endangered species, wetland delineations, landfills, and more. The result of a successful environmental project shows a commitment and dedication to the environment and the people who live in it.

Services include:

- Phase I & Phase II Environmental Site Assessments (ESAs)
- Groundwater and Surface Water Studies
- Underground Storage Tank (UST) Removals
- UST Upgrades and Installations
- Environmental Impact Statements (EIS)
- Site Assessments, Site Audits, and Preliminary Assessments (PAs)
- Site Investigations (SIs)
- Remedial Investigations (RIs)
- Remedial Action Workplans (RAWs)
- Engineering Controls (In-situ Capping, Etc.)
- Institutional Controls (Deed Notices & Classification Exception Areas)
- Quality Assurance/ Quality Control (QA/QC) Plans
- Wetlands Delineation & Flood Plain Studies
- Landfill Closure Plans
- Wastewater Treatment Plant Designs



ARH's Environmental Team has:

- Installed 100+ monitoring wells
- Performed more than 400 aquifer analyses
- Removed/provided maintenance for 50+ storage tanks
- Performed hundreds of soil & groundwater remedial projects

SECTION 1 COMPANY INFORMATION



PERMITTING

ARH's Environmental Planning division provides a full range of permitting services to a variety of private and public sector clients.

New Jersey is the nation's second most stringent State for permitting, so ARH fully understands the complexity of the process and has developed an excellent rapport with various regulatory staffers throughout numerous reviewing agencies. Our reputation for meeting the needs of all parties involved in the permitting process is unparalleled.



Our staff has years of experience in scheduling, and preparation of applications for local, state and federal permits, licensing agreements, and construction approvals encompassing a wide variety of project evaluation and permitting approaches. ARH's team is skilled in all areas of agency negotiation, alternatives analysis, critical path management, permit strategy development, permit applications, and Environmental Impact Report and Statements.

Our successes have placed ARH at the forefront of the permitting sector, as we continue to deliver approvals for our clients.

Over the last five years, ARH has secured permits and approvals from agencies including:

- Bureau of Safe Drinking Water
- CAFRA
- Delaware & Raritan Canal Commission
- Department of Environmental Protection (NJ, PA, DE)
- Department of Transportation (NJ, PA, DE)
- Erosion and Sediment Control
- Wetlands/LOI
- Fire Commissions
- HOP (Highway Occupancy Permit)
- MUA (sewer & water)
- NJ Highlands
- NJ Meadowlands Commission
- NJ Pinelands Commission
- NPDES
- Philadelphia Water Department (PWD)
- PNDI (Pennsylvania Natural Diversity Inventory)
- Shade Tree Commissions
- Soil Conservation District
- State Historic Preservation Office
- Stream Encroachment Permits
- Transition Area Waiver
- Treatment Works Approval
- Water Obstruction and Encroachment
- Waterfront Development Permit

SECTION 1 COMPANY INFORMATION



CONSTRUCTION MANAGEMENT

ARH provides construction inspection services and construction management services for highway, bridge, sewer, water main and municipal projects of diverse scope and complexity. Our inspectors are certified in NICET (highway construction) and skilled in the comprehensive project documentation required by Federal Aid and NJDOT projects.



Construction Management Services include:

- Construction Management
- Construction Inspection
- Commercial Construction Management
- Construction Project Management Schedule Monitoring
- Federal, State and Municipal Project Management and Documentation
- Community Relations (Interpersonal, Website Development and Maintenance, Media)

As a leader in construction management and inspection services, ARH has consistently provided our clients with safe, efficient, and cost productive engineering services on projects varying in size and scope. From rural highways to City streets, ARH has the personnel, resources, and experience to deliver outstanding performance.

Our team of construction professionals provides dependable, attentive construction management, administration, and inspection services for roads, bridges, parks, sewer/water main, bulkheads/marinas, buildings and municipal projects. On any construction administration assignment, we realize that our responsibility is to ensure that the project is constructed in accordance with plans and specifications while expectations for cost control, schedule and quality are met.

Our Construction Management services provide project administration and oversight for a variety of projects.

- We coordinate with our clients to provide a public bid in accordance with public bidding laws. This includes the advertisement of the bid, answer questions/issue addendums during the appropriate bidding period, administer a pre-bid conference (as needed), and conduct the public bid opening, when applicable.
- Once the bids are received, we perform a full evaluation of the bids, submit a summary, and provide a recommendation of award.
- Prior to the award recommendation, ARH will check the references and qualifications of the lowest bidder.
- Once the award is made, ARH will assist with the execution of the contract documents.
- Following the execution of the contract documents, we will coordinate a pre-construction meeting and issue a notice to proceed.
- ARH will review and coordinate the contractor's RFIs, change requests, shop drawings, cut sheets, pay requests, field changes, and any change orders for the duration of construction.

SECTION 1 COMPANY INFORMATION



- Daily on-site inspections will be performed as work progresses. We will provide reports on quantities installed, traffic control, man power, issues encountered, and site safety, among other items.
- Schedule of activities will be reviewed periodically to ensure the project schedule is being maintained.
- Progress reports are periodically provided to the client, stating progress to date, any issues encountered, and any decision required.
- Throughout the life of the project, value engineering opportunities are evaluated.

Other tasks include public information sessions, documented pictorial reports pre-construction, and the coordination with the traffic control coordinator, as needed. When the project reaches 75% completion, a punchlist is issued. Upon the completion of the punchlist,

ARH provides a closeout letter to the contractor requesting final payment, maintenance bond, and applicable close-out documentation. It is standard practice to record the date of completion and inspect the site prior to the expiration of the maintenance bond.

TRAFFIC ENGINEERING

ARH traffic engineering services include planning, geometric design and review of traffic analysis reports for a variety of roadway, intersection and parking applications. Our traffic planners design efficient circulation patterns, set clear sight lines, integrate parking layouts within the framework of the project, and coordinate signalization design with our consultants.

Our consultant services include signal and intersection improvements, impact studies and regional analysis; including warrants for protected turning movements and signals.

TRAFFIC STUDIES

ARH has been involved in a number of projects both public and private that have required Traffic Engineering Studies. On a municipal level, we have worked on Municipal Buildings and Recreational Complexes that required Traffic Impact Studies to satisfy the NJ Pinelands Commission and County Agencies.



In our capacity as Planning Board and/or Zoning Board Engineer in the communities we represent, we have been asked to review Traffic Studies as part of the site plan approval process. Privately we have successfully designed dozens of housing developments over the past 10 years; a majority of which required Traffic Engineering Studies in order to obtain the applicable approvals on the local, state and/or county levels of government.

SECTION 1 COMPANY INFORMATION



ROADWAY / HIGHWAY

ARH is proud to manage multi-year municipal road improvement programs for a number of ARH clients, as our team has designed and oversaw heavy construction of hundreds of miles of roadway.

Our projects involve road design and construction, infrastructure improvements, stormwater management, NJDOT permitting, and construction management.

ARH consults with local officials, public works, emergency management, school boards, local business leaders and residents who will be affected by construction. Many of our clients are in the middle of multi-year plans and are experiencing the success of the program.



Transportation Services include:

- Roadway & Utility Design
- Road Construction
- Sidewalk Replacement
- Traffic Calming
- Bike Paths
- Stormwater Management
- NJDOT Permitting
- Construction Inspection
- Construction Management
- ROW Survey
- Topographic Survey
- Construction Layout
- As-built Surveys

GUIDERAIL IMPROVEMENTS

ARH has decades of experience designing road and guiderail improvements to improve high-volume traffic flow. We perform all roadway and guiderail design in compliance with:

- NJDOT Standard Specifications for Road/Bridge Construction
- NJDOT Design Manual for Roadways
- Geometric Design of Highways & Streets (AASHTO)
- FHWA Manual on Uniform Traffic Control Devices (UTCD)
- NJU Stormwater Best Management Practices Manual
- NJDOT State Aid Handbook



ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 1 COMPANY INFORMATION



BRIDGES / STRUCTURES

At ARH, our structural engineering experiences have expanded to the design and analysis of both existing and proposed structures including bridges, culverts, buildings, industrial plants, parking facilities and other infrastructure. Design projects have ranged from dams to multi-story buildings and have involved the structural evaluations and cost-effective recommendations for repairs and retrofits. We also perform structural inspections and load ratings of bridges and culverts and have experience in performing damage assessments and detailing emergency repairs.

Our structural team looks at engineering from a seasoned perspective, balancing client needs with code requirements and constructability.

The current structural services that ARH provides is:

- Bridge Design and Rehabilitation
- Structural Defect Investigation/Evaluation
- Building Design & Condition Evaluation
- New, Renovations, and/or Additions for Single-Family, Multi-Family Residential, Commercial, Mixed-Use, and Public Facilities
 - Timber
 - Steel
 - Precast Concrete
 - Cast-in-place Concrete
- Retaining Wall Design – reinforced concrete, steel h-pile and concrete/timber lagging, sheet pile
- High-wind & Hurricane Design
- Waterfront Structures
 - Flood - Resistant Design
 - Boardwalks
 - Bulkhead Design/Evaluation



ARH's Structures Group specializes in Bridge, Dam & Culvert inspection, as we represent county, municipal, and private clients throughout NJ.

ARH has a certified team of experienced inspectors which performs Regular & Formal dam inspections and Emergency Action Plans.

ARH has performed numerous structural engineering services for private, County and municipal clients throughout New Jersey, including replacement and rehabilitation for bridges, culverts, and dams. ARH's structures group provides the highest level of Design Quality, overseen by a QA/QC system. Our team is known for our Innovative Value Engineering, allowing the client to utilize the lowest overall cost without compromising the intent of the plans. In addition, to ensure maximum Constructability we provide a Context Sensitive Design (CSD) approach by working with officials, professionals, and residents, to understand and maintain the façade of the project area. ARH is well-versed in aesthetics of CSD including stone veneer to utilized decorative stone features, form liner to provide maximum design latitude for precast or cast-in-place applications, and precast balustrade to give a feel of historic bridge construction.

SECTION 1 COMPANY INFORMATION



LAND SURVEY

At ARH, we survey land, air and water, with an understanding that information is knowledge, and sound knowledge is vital to good design. We bring forth this basic understanding with a modern method of analyzing boundaries and recording existing conditions, and provide our partners with factual information, valuable to the success of the project.

From inner city property analysis to coastal wetlands delineation, our comprehensive approach ensures a smooth transition between concept design and a finished product. Our reach extends to zoning, land use mapping, and expert testimony for residential, commercial, and marine development. Our strengths lie in our ability to deliver highly integrated and environmentally responsible base plans for tomorrow's as-built environment.



Our Surveying Services include:

- As-Built Surveys
- Boundary Surveys
- Construction Benchmarks
- Construction Services
- Elevation Certificates
- Lagoon Soundings
- Land Survey / 3D Scanning Services
- Land Survey / Measurement Services
- Mean High Water Line
- Roof Height Surveys
- Stake Outs
- Tidelands Surveys
- Title Transfer Surveys
- Topographic Surveys

Our Survey Capabilities Include:

- Aerial Target Placement & Location
- ALTA/ACSM Land Title Surveys
- Architectural Building Analysis
- As-built Grading & Utility Surveys
- Boundary Analysis & Property Surveys
- Construction Layout Services
- Deformation Monitoring
- Easement Locations (Surface & Air Rights)
- Farmland Preservation
- Forensic Field Surveys
- High Accuracy Control Networks
- Historic Boundary Retracement
- Lease Area Plans & Descriptions
- Inner-city Property Analysis & District Coordination
- Expert Witness Testimony
- Presentation Documents
- Railroad, Bridge, Tunnel & Dam Surveys
- Right-of-Way Determinations (Highways, Transmission Lines)
- Riparian Boundaries & Marine Surveys
- Subdivision Plans
- Title Research
- Wetlands Locations & Mapping
- Zoning & Mapping

SECTION 1 COMPANY INFORMATION



REGIONAL, STATEWIDE AND LOCAL SERVICE CAPABILITIES

ARH has 80+ employees, headquartered in Hammonton with additional offices in Bloomfield and Tinton Falls, NJ. Our clients have access to an entire team of engineers, planners, land surveyors, environmental scientists, inspectors, and landscape architects.

ARH's service capabilities range from Sussex County to Cape May County. ARH has performed projects in Monmouth, Middlesex, Gloucester, Atlantic, Camden, Burlington, Cumberland, Salem and Mercer Counties. Over the last five years, ARH has represented governing agencies in Gloucester, Cape May, Monmouth, Ocean, Middlesex, Atlantic, Burlington, Salem, Cumberland, and Camden County.

ABILITY TO PERFORM SERVICES IN A TIMELY MANNER

ARH stresses the ability to perform and the completion of all projects under budget and on schedule, while assuring QA/QC. Our staff is experienced working non-traditional hours to meet the demands of our client and is fully available for all meetings, conferences, training and emergency response at the **City of Asbury Park** facilities.

We believe the following factors set ARH apart from our competition:

- **RECORD OF SUCCESS**

ARH is an award-winning multi-discipline engineering firm with 40+ years of experience in civil engineering, planning, survey and inspection of public infrastructure projects. Last year, our staff of 80+ performed services for more than 200 clients in all 21 New Jersey counties. ARH's vast experience spans many disciplines including specializations in bridge, culvert and dam engineering design, bidding services, and construction engineering oversight.

- **INNOVATIVE & EXPERIENCED**

ARH has provided various engineering services for school districts throughout New Jersey that included Cumberland County Technical School, the Gloucester County Institute of Technology, and Neptune Township. Our team has provided various services for school districts including site design and planning, environmental planning, permitting, survey and construction management.

ARH is readily available for contract execution and is prepared to start work immediately upon written notice to proceed from the **City of Asbury Park**.

SECTION 2 PROFESSIONAL ABILITY & STAFFING



KEY PERSONNEL / STAFF SUMMARY

When you chose to work with ARH, you have full access to our staff of 80+ employees of professional engineers, planners, surveyors, scientists, site remediation professionals, GIS professionals, and inspectors. We stress completion of all projects under budget and on schedule, while assuring QA/QC.

Our staff is experienced working non-traditional hours to meet the demands of our client and is fully available for all meetings, conferences, training and emergency response at City of Asbury Park facilities. Our team is available for work immediately and no conflict of interests or scheduling conflicts, which would affect our ability to complete this project on time and on budget.



ARH is intentionally sized to give our clients direct access to a team of expert engineers, planners, surveyors, environmental scientists, and GIS technicians, to maintain the size and scalability to work on projects of various scopes and sizes.

ARH has built its reputation and success through its core philosophy of treating each client as a Partner. This philosophy makes us a valued Team member, allowing us to exceed the level of expected service by providing insight and experience that often goes beyond the scope of a project.

KEY CONTACT PERSON(S)

ARH currently employs approximately 80 employees. For the **City of Asbury Park**, the following will be the primary contact:



Kathryn Cornforth, PE, CME
Associate – Principal Engineer

P | 609.561.0482
F | 609.567.8909
E | kcorn@arh-us.com

ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 2 PROFESSIONAL ABILITY & STAFFING

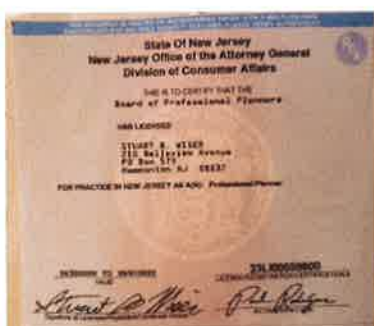
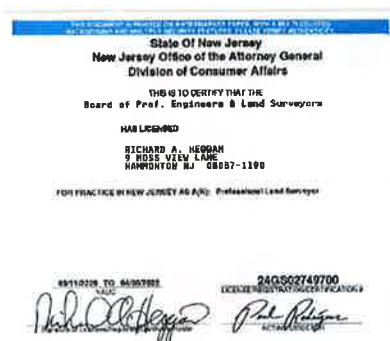


ADDITIONAL STAFF

The following is a list of employees to be assigned, as needed, that could perform **Special Project Engineering services** for the **City of Asbury Park in 2022**.

TEAM MEMBER	YEARS OF EXPERIENCE	AREA(S) OF EXPERIENCE
Chris Rehmann, PE, PP, CME Chairman of the Board	52	Municipal Engineering, Road Design, QA/QC
Kathryn Cornforth, PE, CME Associate – Principal Engineer	11	Municipal Engineering, Construction Management, Project Management, Sewer / Drainage Renovations, Recreation Design
Christine Goins, EIT Staff Engineer-in-Training	4	Roadway Design, Construction Management, Construction Inspection, ADA Compliance, Cost Estimating, NJDOT Funding, CDBG Funding
Stuart Wiser, PP, AICP VP Planning & Environmental	32	Land Planning, Redevelopment Planning, Visioning, Master Planning, Land Use
Henry Weigel, PE, LSRP Senior Environmental Engineer	30	Site Assessments, Remedial Investigations, Brownfields, LSRP, UST Removals
Marianne Risley Environmental Scientist	35	Environmental Science, Wetlands Delineation, Permitting
Richard Heggan, PLS, PP Vice President – Land Survey	50	Land Survey, Topographic Survey, Boundary Surveys

SECTION 2 PROFESSIONAL ABILITY & STAFFING





EDUCATION

Drexel University
MS, Environmental Engineering
BS, Civil Engineering

LICENSES / CERTIFICATIONS

New Jersey Professional
Engineering (PE)

New Jersey Professional Land
Surveyor (PLS)

New Jersey Professional Planner
(PP)

Certified Municipal Engineer
(CME)

Certified Underground Storage
Tanks (UST)

PROFESSIONAL AFFILIATIONS

New Jersey Society of
Professional Engineers (NJSPE)

American Society of Civil
Engineers (ASCE)

Water Pollution Control
Federation
American Society of Municipal
Engineers (ASME)

American Planning Associates
(AMA)
New Jersey Consulting Engineers
Council

Southern New Jersey
Development Council (SNJDC)

YEARS OF EXPERIENCE

52

PROFESSIONAL EXPERIENCE

- Municipal Engineering
- Roadway / Highway Design
- Road Reconstruction
- NJDOT Funding
- Environmental Science

Chris Rehmann, PE, PP, CME

Principal-in-Charge / Chairman of the Board



SUMMARY

With 52 years of experience, ARH Chairman Chris Rehmann holds an unparalleled expertise in all facets of engineering, surveying, planning, and environmental sciences. He has represented private and public sector governments throughout his entire career, including serving as Engineer and Planner for governmental agencies at the municipal, county, independent authority, and statewide level. Chris has designed roads and facilities, water and wastewater treatment plants, water and sewer infrastructure, recreation facilities and fields, and tax map projects for dozens of various governmental agencies.

Chris directs the engineering, surveying, planning, information management (GIS, GPS) and environmental divisions of the firm. He supervises the engineering design and conception of projects, establishes planning goals and implementation procedures, directs the research and development of goals and projects, and oversees the firm's Quality Assurance/Quality Control system.

PROFESSIONAL EXPERIENCE

MUNICIPAL REPRESENTATION - ENGINEER OF RECORD

- Salem County Engineer
- Monroe Township (Gloucester County)
- Town of Hammonton (Atlantic County)
- Pemberton Township (Burlington County)
- Barnegat Township (Ocean County)
- Waterford Township (Camden County)
- City of Wildwood (Cape May County)

ROADWAYS/HIGHWAYS

Princeton Borough Roadway Improvement Program; Borough of Princeton, Mercer County, NJ. Principal Engineer responsible for all preliminary and final construction documents for a 5,200 LF roadway and utility capital improvement reconstruction project, including the coordination of all engineering and environmental approvals at the State, County, and Municipal levels.

County Route #616 / NJSH 68; Ft Dix, Burlington County, NJ. Project Engineer responsible for project oversight for the design of roadway and drainage improvements associated with a 2000 LF highway segment. QA/QC reviews were conducted related to pavement analysis, utilities, guiderail compliance, route surveys, and hydrologic and hydraulic analyses.

Route 532 Central Avenue Roadway Reconstruction Project; Town of Hammonton, Atlantic County, NJ. Principal Engineer responsible for the coordination and preparation of all required civil engineering and/or

Chris Rehmann, PE, PLS, PP, CME
Principal-in-Charge / Chairman of the Board



environmental approvals at the State, County, and Municipal levels for an 8800 LF roadway and utility reconstruction project.

Pennington Avenue / Chew Road (CR536) Roadway Improvements, Winslow & Waterford Townships, Camden County, NJ. QA/QC Officer for this NJDOT funded roadway and drainage improvements project to Pennington Avenue/Chew Road (CR 536) from vicinity of US Route 30 (MP 32.55) to Pestletown Road (MP 34.38) in Winslow Township/Waterford Township. Improvements included concrete vertical curb, base repairs, and milling and resurfacing with possible reconstruction, as needed.

Lake Boulevard Roadway Improvements, Borough of Lindenwold, Camden County, NJ. QA/QC Officer for road and drainage improvements for the Right-of-Way (ROW) of Lake Boulevard (CR698) from Laurel Road to West Park Avenue in Lindenwold Borough, Camden County. Completed review of public records, historical County documents, construction plans, tax maps, and other relevant information regarding the County corridor to assist in preparing the base mapping. Utilized existing County stationing to set the existing control for construction. Prepared all field information and base plans to County standards.

Second (2nd) Road Construction Management / Inspection, Town of Hammonton, NJ. QA/QC Officer for the construction management and inspection services to Second Road in Hammonton. During the course of the project and in particular at the very end of the project, there was a need to complete the reimbursement of funds from the NJDOT. ARH provided the needed assistance to complete the initial and final reimbursements.

- Corkery Lane Improvements, Monroe Township, Gloucester County, NJ
- Main Street Construction Management & Inspection, Gloucester County, NJ
- Bike Path Extension, Bikeway Aid FY 2014, Town of Hammonton, Atlantic County, NJ
- Bartram Avenue Construction Management, Waterford Township, Camden County, NJ

Resurfacing of Tanyard Road (CR663), Woodbury Heights & Deptford Township, Gloucester County, NJ. QA/QC Officer for the federally funded construction management and inspection project for the milling and resurfacing of Tanyard Road (CR663). Improvements included the installation of new pedestrian heads at the intersection of CR553 and CR663, as well as ADA field directed upgrades to the pedestrian crossing, the placement of guiderail at the NJ Turnpike Bridge, and the installation of new long-life traffic stripes. Additional work included raised pavement markers, general pedestrian upgrades, the replacement of existing curb pieces with Eco Type heads, the installation of bicycle safe grates and the addition and upgrading of curb ramps. The project was within the area of two schools and a fire department, which ensured careful coordination required for the traffic control issues.

Piney Hollow Road Reconstruction, Franklin & Winslow Townships, Gloucester County, NJ. Project Engineer for all surveying and engineering design for both sections of the Piney Hollow Road State Aid Funding project. The roadway extended for approximately three (3) miles from the Franklin Township Border to Winslow Township. The existing bituminous concrete surface was reconstructed in various sections to meet the existing County Bridge decks and overlay requirements where practical.



Kathryn Cornforth, PE, CME

Associate – Principal Engineer



SUMMARY

Kathryn Cornforth is a Project Manager experienced in the design of municipal roads and facilities, site civil design services, water and sewer conveyances, recreation facilities and municipal storm water management facilities for many different governmental agencies throughout New Jersey.

Her project planning skills allows her to oversee tasks such as project scope generation, acquisition of funding, preliminary cost analysis, and project scheduling. As part of the design process, she oversees the acquisition of permits on varying regulatory levels, providing support documentation when needed to secure outside funding opportunities. She has also compiled project specifications and bidding documents in compliance with NJDCA Local Public Contract Laws.

Her Construction Management skills include the administration of contract documents; inclusive of overseeing project meetings, providing inspection services, review of submittals, payment recommendations, project record keeping, and requisition of funds.

PROFESSIONAL EXPERIENCE

MUNICIPAL REPRESENTATION

Kathryn also specializes in Municipal Representation. She currently works as the Township Engineer for Monroe Township (Gloucester County) to manage the day to day operations and project specific tasks. She has also assisted the Engineer of Record in the following New Jersey municipal entities:

- Town of Hammonton
- Townships of Waterford, Barnegat, Evesham, and Pemberton
- City of Wildwood

PROJECTS

- Academy Street Resurfacing and Safety Improvements
- Corkery Lane Road Improvements
- Winslow Road, Phases III – VII
- FY2015 CDBG Handicap Ramp Improvements
- North Main Street Sidewalk Improvements
- Malaga Road & Corkery Lane Traffic Signal Improvements
- Lois Drive Drainage Improvements

Landis Avenue Phase Zero, City of Vineland, Cumberland County, NJ. Project Engineer for this Federally funded roadway and drainage improvements project along a portion of Landis Avenue (4,300 ± LF) in the City of Vineland. Improvements included ADA curb ramp replacement, cull concrete curb and

EDUCATION

University of Delaware
BCE, Civil Engineering

LICENSES / CERTIFICATIONS

New Jersey Professional
Engineer (PE)

Fundamentals of Engineering
Certificate

Design of ADA Curb Ramps
(2015)

Stewardship of Federal Aid
Highway Program (2013)

FHWA Construction
Inspection (2012)

Rutgers CAIT Construction
Inspection Part I Certification

PROFESSIONAL AFFILIATIONS

Certified Municipal Engineer
(CME)

YEARS OF EXPERIENCE

11

PROFESSIONAL EXPERIENCE

- Municipal Engineering
- Construction Management
- Roadway Design
- Stormwater Management
- Sewer Renovations / Drainage
- Site Development
- Recreation & Field Design
- BMP Design & Permitting

Kathryn Cornforth, PE, CME
Associate – Principal Engineer



sidewalk replacement, installation of concrete gutters where roadway slopes were minimal, replacement of deteriorated stormwater system, base repairs, and milling and resurfacing.

Maple Avenue Roadway Improvements, Waterford Township, Camden County, NJ. Project Engineer for this NJDOT funded roadway and drainage improvements project along a portion of Maple Avenue (1,850 ± LF) in Waterford Township. Improvements included ADA curb ramp replacement, select concrete curb installation/replacement, base repairs, and milling and resurfacing.

Lake Boulevard Roadway Improvements, Borough of Lindenwold, Camden County, NJ. Project Manager for road and drainage improvements for the Right-of-Way (ROW) of Lake Boulevard (CR698) from Laurel Road to West Park Avenue in Lindenwold Borough, Camden County. Completed review of public records, historical County documents, construction plans, tax maps, and other relevant information regarding the County corridor to assist in preparing the base mapping. Utilized existing County stationing to set the existing control for construction. Prepared all field information and base plans to County standards.

Pennington Avenue / Chew Road (CR536) Roadway Improvements, Winslow & Waterford Townships, Camden County, NJ. Project Engineer for roadway and drainage improvements to Pennington Avenue/Chew Road (CR 536) from vicinity of US Route 30 (MP 32.55) to Pestletown Road (MP 34.38) in Winslow Township/Waterford Township. Improvements included full depth pavement reclamation, select concrete gutter, and storm sewer replacements as needed, concrete vertical curb, base repairs, and milling and resurfacing with possible reconstruction, as needed.

Malibu Drive Roadway Improvements, Borough of Eatontown, Monmouth County, NJ. Project Engineer for this NJDOT funded roadway improvements project along the entire limits of Malibu Drive (3,500 ± LF) in the Borough of Eatontown. Improvements included ADA curb ramp replacement, base repairs, and milling and resurfacing.

2019 Eatontown Road Program, Borough of Eatontown, Monmouth County, NJ. Project Engineer for this Municipally funded roadway improvements program along various roads (7,300 ± LF) within the Borough of Eatontown. Improvements included ADA curb ramp replacement, select storm installation, base repairs, and milling and resurfacing.

Resurfacing and Safety Improvements to Hurffville-Grenloch Road (CR 635), Washington Township, Gloucester County, NJ. Project Manager for the NJDOT funded construction management and inspection project for the milling and resurfacing of Hurffville-Grenloch Road (CR 635). Improvements included roadway resurfacing along with select areas of full depth reconstruction, ADA improvements to all handicap ramps within the project limits, and the installation of new long-life traffic stripes. Additional work included raised pavement markers, general concrete curb and sidewalk replacement, the replacement of existing curb pieces with Eco Type heads, and the installation of bicycle safe grates.

Second (2nd) Road Construction Management / Inspection, Town of Hammonton, NJ. Project Manager for the construction management and inspection services to Second Road in Hammonton. During the course of the project and in particular at the very end of the project, there was a need to complete the reimbursement of funds from the NJDOT. ARH provided the needed assistance to complete the initial and final reimbursements.



Christine Goins, PE

Licensed Professional Engineer



EDUCATION

Rowan University
BS, Civil Engineering, 2016

LICENSES / COURSES

- New Jersey Professional Engineer (PE)
- Municipal Engineering Construction Inspection Program (NJSME)
- Stormwater Management Design (NJDEP)
- Federal-Aid Responsible Charge (Rutgers CAIT)
- Guidelines for Guide Rail and Median Barrier Design (Rutgers CAIT)

YRS OF EXPERIENCE

5

PROFESSIONAL EXPERIENCE

- Roadway Design
- Construction Management
- Construction Inspection
- ADA Compliance
- Cost Estimating
- NJDOT Funding
- CDBG Funding

SUMMARY

Christine started with ARH shortly after graduating from Rowan University and as continuously developed into a valued member of the Engineering Division. Throughout her career Christine has demonstrated the technical acumen to be an asset on any project team, while continuously showcasing her leadership ability and client focus to her peers and partners. Her intense focus on delivering results is a key reason why ARH relies on her to be a key contributor on various, multi-disciplined projects throughout the region. Her direct project experience is augmented by her continued efforts in supporting our vast set of municipal and county clients, including providing direct support to our municipal and land-use appointments.

Her portfolio of work includes the design and construction management of road programs, athletic fields, residential developments, and community parks, while also serving as the lead staff engineer on ARH's internal Exelon Energy Design Project Team.

Her co-workers and supervisors all rely on her for her deliberative input in problem solving and overcoming project constraints, as well as her ability to directly interact and work with clients and members of the public.

Governmental

Christine plays a pivotal role in supporting ARH's efforts in the Town of Hammonton where ARH is both the Engineer of Record and the Engineer and Planner for the Town's Joint Land-Use Board. She also supported previous efforts in Monroe Township where ARH served as both the Engineer of Record and Planning Board Engineer.

She is also a lead project team member for projects ARH is delivering for Camden, Gloucester, and Cumberland Counties as well as the Borough of Eatontown and the City of Vineland.

Key Projects Include:

- Monroe Bike Path Extension Phase II
- Monroe 2017 and 2018 Road Program (design & CM)
- Forest Drive Phase II (design & CM)
- Hurfville-Grenloch Road
- Evesham Road Improvements
- Burnt Mill Pond
- Landis Ave Phase Zero
- Corkery Lane Improvements, Monroe Township, Gloucester County, NJ
- Main Street Construction Management & Inspection, Gloucester County,

Project Experience :

Pennington Avenue / Chew Road (CR536) Roadway Improvements, Winslow & Waterford Townships, Camden County, NJ. Engineer-in-Training assisting the Project Engineer for this NJDOT funded roadway and drainage improvements project to Pennington Avenue/Chew Road (CR 536) from vicinity of US Route 30 (MP 32.55) to Pestletown Road (MP 34.38) in Winslow Township/Waterford Township. Improvements included concrete vertical curb, base repairs, and milling and resurfacing with possible reconstruction, as needed.

Lake Boulevard Roadway Improvements, Borough of Lindenwold, Camden County, NJ. Assisted the Project Engineer for road and drainage improvements for the Right-of-Way (ROW) of Lake Boulevard (CR698) from Laurel Road to West Park Avenue in Lindenwold Borough, Camden County. Completed review of public records, historical County documents, construction plans, tax maps, and other relevant information regarding the County corridor to assist in preparing the base mapping. Utilized existing County stationing to set the existing control for construction. Prepared all field information and base plans to County standards.



Stuart B. Wiser, PP, AICP

Vice President of Planning & Environmental Services



EDUCATION

Dickinson College
BA, Policy and Management
Studies (Cum Laude)

LICENSES / CERTIFICATIONS

New Jersey Professional Planner
(PP)

American Institute of Certified
Planners (AICP)

PROFESSIONAL AFFILIATIONS

Member of NJ Planning Officials

Member of NJ Future

YEARS OF EXPERIENCE

32

PROFESSIONAL EXPERIENCE

- Land Planning
- Redevelopment Planning
- Visioning
- Municipal Deannexation
- Master Planning / Land Use Policy Analysis
- Grant Writing

SUMMARY

Stuart Wiser joined the ARH team to utilize his skills and knowledge to enrich the planning and environmental departments. Stuart's expertise lies in the planning and administration of commercial and residential redevelopment projects. He has been responsible for program criteria evaluation; data compilation and analysis, development and implementation of administrative procedures, site plan review, Redevelopment Plan (land use and building control) generation, land acquisition, developer solicitation, and coordination of various legal, environmental, traffic, budgetary and other related issues.

Additional experience includes Master Planning, land use policy analysis, development and coordination of capital improvement projects and grant writing.

PROFESSIONAL EXPERIENCE

Comprehensive / Master Planning

- Robbinsville Township
- City of Margate
- City of Pleasantville
- City of North Wildwood
- City of Wildwood
- Borough of West Cape May
- Town of Hammonton
- Town of Newport, DE

Redevelopment Planning

- City of Egg Harbor
- Egg Harbor Township
- City of North Wildwood
- City of Pleasantville
- Borough of Helmetta
- Lakewood Township
- Robbinsville Township

Redevelopment Experience

Monroe Township Landfill Solar Redevelopment Project. Project Planner guiding the Township in developing the Redevelopment Plan components necessary to address a Solar Farm use at the former municipal landfill and prepare the actual document with supporting mapping.

BOROUGH OF RED BANK

- Borough-Wide Threshold Redevelopment / Rehabilitation Area Conformance Analysis

Stuart B. Wiser, PP, AICP
Vice President of Planning & Environmental Services



ROBBINSVILLE TOWNSHIP

- Route 130 Threshold Redevelopment Conformance Analysis
- Route 130 Preliminary (Redevelopment) Investigation
- Town Center South Redevelopment
- Foxmoor Shopping Center

BOROUGH OF MATAWAN

- Main Street Rehabilitation Area

WATERFORD TOWNSHIP

- Redevelopment Consulting

CITY OF ATLANTIC CITY

- Huron North Redevelopment Area Program
- Borgata Hotel Casino & Spa
- Harrah's Expansions
- Southwest Inlet Redevelopment Area Program
- MGM
- Revel
- Ocean
- Northeast Inlet Redevelopment Area
- 101-Acre Residential Redevelopment Area
- Uptown Urban Renewal

CITY OF ABSECON

- CBD Redevelopment Area – Multi-Family Residential Project
- Absecon Creek Revitalization Area
- (Non-Condemnation) Preliminary Investigation and Redevelopment Plan for the commercial redevelopment of the 8-acre Block 203 Redevelopment Area
- (Non-Condemnation) Preliminary Investigation and Redevelopment Plan for the Absecon Creek Revitalization Area into a mixed-used eco-tourism amenity.

CITY OF NORTH WILDWOOD

- Redevelopment of Seaport Pier
- Marina Bay Towers

CITY OF PLEASANTVILLE

- Redevelopment of the City Center & Expansion
- Cambria Avenue
- California Avenue
- Narcissus Avenue
- Redevelopment of Lakes Bay Community

Stuart B. Wiser, PP, AICP

Vice President of Planning & Environmental Services



Commercial Township, NJ: Preliminary Investigation and Redevelopment Plan for a utility-grade Solar (or other Alternative) Energy Production facility at the Township's former municipal landfill; Strategic Vision Plan for the economic revitalization of Main Street and historic Riverfront.

East Rutherford, NJ: (Non-Condemnation) Preliminary Investigation and Redevelopment Plan for the mixed-use redevelopment of the 23-acre Central Avenue Redevelopment Area.

Egg Harbor City, NJ: Preliminary Investigation and Redevelopment Plan for the Downtown Economic Redevelopment Program funded by a NJDCA Smart Growth Grant.

Egg Harbor Township, NJ: Preliminary Investigation and Redevelopment Plan for the West Atlantic City Redevelopment Program as a mixed-use corridor.



Henry Weigel, PE, LSRP

Associate – Senior Environmental Engineer



SUMMARY

Henry Weigel is known as an expert and leader in the environmental engineering field, specializing in all areas of environmental assessments and cleanup operations. As a Licensed Site Remediation Professional (LSRP) and Environmental Engineer, he is responsible for overseeing all environmental projects including site assessments, remedial investigations, environmental cleanup, and storage tank removals. Henry has supervised the installation of numerous groundwater monitoring wells and soil testing projects, and has been involved in the planning, design, execution, and maintenance of soil and groundwater remediation systems.

Henry's experience spans to municipal and county clients. Henry has played a vital role in remedial investigations, site assessments, and brownfields redevelopments. He also has strong experience with Planning and Zoning Boards, as he has historically reviewed subdivisions and site plans for compliance with municipal ordinances and technical engineering aspects, reviewed cost estimates and environmental reports, prepared bond reductions; inspected site construction improvements, and designed plans & specifications for water and sewer infrastructure, landfill closure and other environmental projects.

PROFESSIONAL EXPERIENCE

BROWNFIELDS REDEVELOPMENT / ENVIRONMENTAL INVESTIGATIONS

Lenox China Facility. Senior Environmental Engineer for a ±57-acre industrial site located on Tilton Road in Galloway Township (Atlantic County) tasked with assessing the environmental concerns at the property, which had been operated as a manufacturing facility by Lenox China dating back to 1954. During the period of due diligence, met with NJDEP staff and former environmental consultants associated with the abandoned industrial facility to assemble a better understanding of the ±66 separate areas of concern on the property, which included a groundwater plume of TCE with a horizontal extent of over ±200 acres, along with a ±300-gpm groundwater pump & treat system. Continuing with the redevelopment, worked with the tenant in conversion of the ±415,000 SF building to better suit their operations; and in securing the required State and local approvals for exterior site improvements.

Stockton College, Satellite Campus. Senior Environmental Engineer for a ±2-acre former industrial site located on Front Street in Hammonton (Atlantic County). From concept to grand opening, worked for both the Town of Hammonton and the Richard Stockton College of NJ to transform the circa-1910 former shoe manufacturing facility into a satellite campus for the College. Successfully evaluated and addressed 16 separate areas of concern on the property. All work was coordinated with NJDEP staff and the Pinelands Commission to ensure the safety of the students. After obtaining the necessary

EDUCATION

Drexel University
MS, Engineering Geology

Villanova University
BS, Civil Engineering

LICENSES / CERTIFICATIONS

New Jersey Professional
Engineering (PE)

New Jersey Licensed Site
Remediation Professional (LSRP)

OSHA 40-hour Hazardous Waste
Operations Safety & Health
(HAZWOPER)

OSHA 8-hour Hazardous Waste
Site Supervisor

NJDEP Underground Storage
Tank Certificate

PROFESSIONAL AFFILIATIONS

American Society of Civil
Engineers (ASCE)

National Society of Professional
Engineers (NSPE)

New Jersey LSRP Association

National Groundwater
Association

New Jersey Water Environmental
Association

YEARS OF EXPERIENCE

30

PROFESSIONAL EXPERIENCE

- Site Assessments
- Preliminary Investigations
- Remedial Investigations
- Brownfield Redevelopment
- Environmental Clean-up
- UST Removal

Henry Weigel, PE, LSRP
Associate – Senior Environmental Engineer



Remedial Action Permits (RAPs) used to administratively address two of the remaining AOCs, was able to issue the response action outcome (RAO) letter. The College was then able to open their new doors to students knowing that all of the former environmental liabilities associated with the property had been properly addressed. Continuing the environmental monitoring and reporting at the site required under the RAPs.

Mercer County Detention Center/ Courthouse. Senior Environmental Engineer for a ±2-acre institutional complex located on Market Street in Trenton (Mercer County). Under NJDEP oversight, a Preliminary Assessment (PA) was completed, and a Remedial Investigation (RI) was conducted. Soil samples were collected to characterize the historic fill identified on-site. Potential groundwater impacts from the historic fill and USTs were also assessed in an effort to minimize impacts during the required dewatering for construction. Direct contact issues to human receptors and environmentally sensitive resources (i.e., Assunpink Creek) were also evaluated. Soils contaminated with metals and petroleum hydrocarbons were addressed through a combination of excavation/ off-site disposal and administratively through engineering (i.e., capping) and institutional (i.e., deed noticing) controls. The project culminated with the issuance of a no further action (NFA) letter by NJDEP and construction of a new County Courthouse complex. Obtained the necessary Remedial Action Permit (RAP) used to administratively address the remaining AOC.

Woodbury High School Football Stadium. Senior Environmental Engineer for a ±6-acre recreational parcel located off Wood Street in Woodbury (Gloucester County). Under the State's Green Acres Program and NJDEP oversight, a Remedial Investigation (RI) and Remedial Action Workplan (RAW) was completed where 100± soil samples were collected to investigate the historic fill identified on-site and delineate individual contaminants. Provided continuous on-site monitoring of the remediation activities, reviewed the remediation contractor's payment requisitions and made timely recommendations for approval, monitored payment of subcontractors and suppliers and obtained the requisite certifications, reviewed the remediation contractors requests for change orders, and monitored the remediation contractors progress for adherence to the project schedule and coordinated with all other construction activities occurring on or within the vicinity of the project site. The project culminated with the issuance of a no further action (NFA) letter by NJDEP and reconstruction of the active recreational facilities. Obtained the necessary Remedial Action Permit (RAP) used to administratively address the remaining AOC, and has continued the environmental monitoring and reporting at the site required under the RAP.

Jersey Construction Property. Senior Environmental Engineer for a ±2-acre former construction yard/ office located on the White Horse Pike in Waterford Township (Camden County). Initially, a site investigation (SI) was first completed in connection with the removal of three underground storage tank (USTs), after which a Remedial Investigation (RI) was initiated on behalf of the property owner, who intended to sell the parcel. Petroleum contaminated soil was addressed through excavation/ off-site disposal, while groundwater impacts were assessed/ delineated through a combination of both permanent and temporary monitoring wells – the volatile organics in the groundwater appeared to be attributable to a combination of on- and off-site sources, while the source of the chlorinated solvents was still being investigated. Impacts to human receptors (i.e., potable wells) and environmentally sensitive resources (i.e., Atco Lake and Hays Mill Creek) were also evaluated.



Marianne Risley

Senior Project Manager/Environmental Scientist



EDUCATION

Stockton University
BS, Environmental Science,
1984

LICENSES / CERTIFICATIONS

Wetlands Delineator Program

NJDEP Flood Hazard Control
Act

NJ Annual Flood Management
Conference

YEARS OF EXPERIENCE

35

PROFESSIONAL EXPERIENCE

- Environmental Field Analysis
- Wetlands Delineation
- Regulatory Authorizations Procurement
- Environmental Permitting

SUMMARY

Marianne is a leading environmental scientist and project manager that allows her to coordinate various types of environmental projects including Pinelands, NJDEP-Land Use Regulation, and US Army Corps of Engineers wetland delineation projects, as well as corresponding permit applications. She oversees all aspects of environmental permitting projects including scheduling and preparation of applications for local, State and Federal permits, licensing agreements, and construction approvals encompassing a wide variety of project evaluations and permitting approaches. Her strategic thinking and regulatory knowledge have consistently led to successful and timely approvals.

Marianne has completed numerous wetland delineations throughout New Jersey with much success, with proposed development sites ranging from 2 to 200 acres. In addition to wetland delineations and permit applications, she conducts environmental field analyses including soil and vegetation analysis. Her project work includes data collection, site evaluation, and preparation of various environmental impact statements/feasibility studies. This involves the efficient site evaluation for environmental impacts, interpretation of GIS generated mapping resources, and thorough review. She is also experienced in the preparation, submission, and follow-up status reporting of project applications made to a diverse range of agencies for appropriate approvals:

- Freshwater/Coastal Wetland Delineations (various agencies)
- Freshwater Wetlands General Permits
- Tidelands / CAFRA / Waterfront Development
- Flood Hazard Area Individual Permits
- NJ Pinelands Commission
- US Army Corps of Engineers
- County Soil Conservation District Certifications/NJPDES 5G3
- NJDEP Treatment Works Approvals

She is highly proficient in providing supportive documentation for applications made to the local, County and State levels. Her coordination and compilation of required permits associated with major site plans, major subdivisions, and minor subdivision applications have proved to project success for many landmark projects including structural projects such as bridge and dam replacements, road design, and site design for buildings, multi-purpose trails, athletic fields, parks and solar arrays. Her experience in permitting services includes alternatives analysis, negotiation, critical path management, permit strategy development, applications, environmental impact report and compliance statements.

PROFESSIONAL EXPERIENCE

NJDEP, Division of Land Use and Pinelands

Expertise and known for specialized permitting for various permits within NJ, extensive experience providing environmental planning support for various

Marianne Risley

Senior Project Manager/Environmental Scientist



agencies throughout the State including but not limited to: NJDEP, Division of Land Use (Freshwater Wetlands, Flood Hazard, Pinelands, Tidelands, etc.).

Representative Environmental Permitting Projects

NJ Natural Gas – Ocean County and Monmouth Counties – Gas Main Linear Extensions – both projects entailed pre-application screening, associated meetings with various permitting agencies. Ocean County extension included CAFRA Waterfront Development Permitting, Freshwater and Coastal Wetlands delineations, flood hazard area permitting, US Army Corps of Engineers Nationwide Permitting, and Tidelands associated with the utility improvements proposed.

Atlantic City Electric (ACE) – Various Counties – coordination of proposed sub-station improvements and completion of Soil Erosion Control authorizations. In addition, completion of various NJPDES discharge coordinated efforts for authorization of discharges needed as part of construction process. (ie NJPDES 5G3, etc...)

Solvay – West Deptford, Gloucester County – 150+ acre solar project site. Various permitting efforts were involved associated with the managing, and coordination of an NJDEP - Upland Waterfront Development Permit, Flood Hazard Individual Permit/Verification, Freshwater Wetlands Letter of Interpretation (LOI), and the USACOE Jurisdictional Determination.

South Jersey Gas (SJG) – Various projects including the management and coordination of subsurface system rehabilitation and replacement. Obtain and coordinate NJDEP Treatment Works approvals and associated construction management. Various SJI facility improvements and coordination.

Various Municipal Work Projects:

Hammonton, Atlantic County: - Various efforts, management and coordination with municipality to complete required lake lowering permitting for lake maintenance, reviews of stormwater basin design during construction including evaluation of soils, Pinelands Town applications for linear development projects, and demolition of various structures.

Pemberton Township, Burlington County – Various efforts, management and coordination with municipality to complete permitting located within the NJ Pinelands jurisdiction, conduct evaluation of wetlands, soils and obtain Public Development approvals for related work for park systems, trail projects, dam reconstruction, and sewer/water improvements.

Brick Township, Ocean County – Various efforts, coordination and permitting required to obtain appropriate approvals for municipal building construction (ie: Special Operations building), evaluation of related NJDEP – Division of Land Use requirements, completion of coordination with agencies to complete Township objectives.

Marinas:

Brick Township, Ocean County – Traders Cove Marina – dredging maintenance permitting through the NJDEP Division of Land Use and US Army Corps of Engineers, regulatory coordination.

All Seasons Marina, Cape May County - Dredging maintenance permitting through the NJDEP Division of Land Use and US Army Corps of Engineers, regulatory coordination.

Marianne Risley

Senior Project Manager/Environmental Scientist



Bridge and Dam Projects:

8th Street Folsom BV-2, Atlantic County - Design, Rehabilitation - Permitting including Pinelands and Freshwater Wetlands, Flood Hazard and Soil Conservation.

Burlington County Bridge B4.61 - Design, Rehabilitation - Permitting including overlapping jurisdictions NJDEP Division of Land Use, Tidelands and US Army Corps of Engineers, Soil Conservation.

Fairton Bridge Replacement, Cumberland County- Design, Replacement - Permitting including overlapping jurisdictions NJDEP Division of Land Use and US Army Corps of Engineers, Soil Conservation.

Beals Road Bridge - Cumberland County- Design, Rehabilitation/Replacement - Permitting including overlapping jurisdictions NJDEP Division of Land Use and US Army Corps of Engineers, Soil Conservation.

Van Lieus Bridge, Hunterdon County - Design, Rehabilitation/Replacement - Permitting including wetlands delineation, NJDEP Division of Land Use and Flood Hazard Individual Permits, Soil Conservation.

Class B Recycling General Permitting (NJAC 7:26A) - Class B Recycling General Permit Approvals and Modifications for existing and new Class B Recycling Facilities. Coordination and completion with NJDEP Division of Solid and Hazardous Waste - Bureau of Recycling.



Richard Heggan, PLS, PP

Vice President – Land Survey



EDUCATION

Rutgers University
BS, Land Survey

LICENSES / CERTIFICATIONS

New Jersey Professional Land
Survey (PLS)

New Jersey Professional
Planner (PP)

PROFESSIONAL AFFILIATIONS

New Jersey Society of
Professional Land Surveyors
(NJSPLS)

Surveyor Association of West
Jersey

American Congress of
Surveying & Mapping

National Association of Home
Builders

Builders League of South
Jersey

YEARS OF EXPERIENCE

50

PROFESSIONAL EXPERIENCE

- Boundary Analysis
- Historical Boundary
Retracement
- Riparian Surveys
- Topographic Surveys
- Engineering
Constructability
- QA/QC Procedures

SUMMARY

Richard Heggan manages all aspects of Geographic Information Systems, Global Positioning Systems, and survey services. He is a recognized regional frontrunner in the fields of boundary analysis, historical boundary retracement, riparian surveys, and engineering constructability. Richard has performed title surveys for large and small tracts of land throughout New Jersey and has directed the horizontal and vertical control networks for thousands of acres of topography.

Richard directs residential, commercial, and energy development for private and municipal clients. In addition, he oversees all major and minor subdivisions, construction layout, topographic surveys, riparian surveys, and title surveys. This includes the coordination of stakeout operations and completeness of finished deliverables. Using GIS and Robotic data collection capabilities, Richard has developed new stake-out and office procedures, which expedite field layout and enhance QA/QC procedures.

PROFESSIONAL EXPERIENCE

- Hundreds of miles of Right-of-Way Surveys throughout Camden, Atlantic, Cumberland, Gloucester, Burlington & Salem Counties
- Blue Heron Pines, 942 single/multi-family units, Galloway Township, Atlantic County
- Auto Lenders Car Dealership, 60,000 SF Building, Egg Harbor Township, Atlantic County
- Mathistown Shopping Center, 85,000 SF Center, Little Egg Harbor Township, Atlantic County
- Pennsville Renewable Energy Park, Wind & Solar Concept, Pennsville, Salem County
- PHI Orchard Substation, ACE Electric Transmission, Upper Pittsgrove Township, Salem County

Gloucester County Multi-Purpose Trail, Monroe Township & Borough of Glassboro, NJ. Principal Surveyor and Project Manager responsible for all surveying, preliminary and final ROW determination, boundary analysis, and GPPM mapping associated with the Counties Multi-Purpose trail design. Supervised and approved all major survey components of the project; including a high accuracy, GPS control network (NAD-83/NAVD-88 datum), title review of the Penn-Reading Seashore Line Railroad, wetlands locations, baseline/topographic locations, and preparation of detailed General Property Parcel Maps (GPPM). Also responsible for the preparation of NJDOT formatted right-of-way (ROW) acquisition plans and supporting documents, all exceeding requirements promulgated by the NJ State Board of Professional Engineers and Land Surveyors.

Municipal Bike Path Extension Project; Monroe Township, Gloucester County, NJ. Principal Surveyor and Project Manager responsible for all surveying,

Richard Heggan, PLS, PP
Vice President – Land Survey



preliminary and final ROW determination, boundary analysis, and GPPM mapping associated with the Township's 1.6-mile-long Municipal Bike Path project. Completed and supervised all survey related work; including a high accuracy GPS control network (NAD-83/NAVD-88 datum), title review, boundary and ROW analysis/determination, wetlands locations, constraints mapping, topographic field locations, and preparation of detailed General Property Parcel Maps (GPPM). All survey and mapping was prepared in accordance with NJDOT requirements.

SECTION 3 PAST PERFORMANCE & REFERENCES



MUNICIPAL REPRESENTATION & EXPERIENCE

ARH has been representing municipalities for decades in coastal, urban, suburban, and rural communities, and currently represents 20+ throughout New Jersey, working closely with the governing bodies to ensure their visions become a reality.

Over the past 5 years, ARH projects have won acclaim and recognition for their innovation, commitment to the environment and the enhancement to the quality of life in New Jersey communities. We pride ourselves on looking beyond the project and the impact on the residents', in addition to the main goal.

EXPERIENCE & KNOWLEDGE

ARH is proud to represent various municipalities across the state of New Jersey. Our experience working with various municipalities has allowed us to develop a foundation of knowledge about each Community. We understand the complexities of operating and overcoming the challenges in each town, and the importance of navigating through the various community groups that are involved.

ARH has a proud history of working with various municipalities and would be honored to continue having opportunities to collaborate with the **City of Asbury Park**.



ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 3 PAST PERFORMANCE & REFERENCES



MUNICIPAL ROAD PROGRAM

ARH is proud to manage multi-year municipal road improvement programs for several clients, as our team has designed and oversaw heavy construction of hundreds of miles of roadway. All these projects involved road design and construction, infrastructure improvements, stormwater management, NJDOT permitting, and construction management.

As part of our standard design and construction management process, we consult with local officials, public works, emergency management, school boards, local business leaders and residents who will be affected by construction.

RIO GRANDE AVENUE ROADWAY RECONSTRUCTION **CITY OF WILDWOOD, NJ**

ARH provided roadway reconstruction for Rio Grande Avenue, the major access road leading into the City, providing design, construction management, drainage improvements, flood mitigation, and inspection services.

5-YEAR ROAD RECONSTRUCTION PROGRAM **PEMBERTON TOWNSHIP, NJ**

Pemberton is known for its prevalence of lakes that surround and center it, so as a part of ARH's 5-year roadway program, our team provided design and inspection services which have raised the elevation and alternate the grade of roads without impacting surrounding residents.

NORTH LAKE SHORE ROAD IMPROVEMENTS

ARH performed engineering design services for the North Lake Shore Road Improvements, from Brick Boulevard to Route 70 and Nassau Street (approx. .91 miles) in Brick Township.

ARH completed field investigations to gather elevations to produce accurate depictions of the existing site conditions.

The improvements included roadway milling and base repair, and roadway resurfacing. The design of the roadway provided upgrading the existing handicap ramps in compliance with ADA standards, establishing ADA compliant walkways, and signage and roadway marking replacement.

CLIENT

Brick Township

CONTACT

Elissa Commins, PE, CFM
Township Engineer

PROJECT LOCATION

Brick, NJ

COMPLETION DATE

2018

SERVICES PROVIDED

- Survey
- Roadway Reconstruction
- ADA Handicap Ramps
- ADA Walkways
- Stormwater Management

SECTION 3 PAST PERFORMANCE & REFERENCES



BRICK TOWNSHIP – CAPITAL ROAD PROGRAM

ARH worked with Brick Township to resurface and improve various roadways within the Township that included

- North Cedarcroft
- Lake Riveria – Phase II Improvements
- Seaview Meadows
- Mid-Streams Road Improvements

Upon completion, approximately 5 miles of roadway improvements were completed.

CLIENT

Brick Township

CONTACT

Joann Bergin
Business Administrator
732.262.1050

PROJECT LOCATION

Brick, NJ

COMPLETION DATE

2017 - 2018

SERVICES PROVIDED

- Roadway Design
- Construction Management

WATERFORD TOWNSHIP ROAD PROGRAM – HILLTOP ROAD IMPROVEMENTS

As part of the Waterford Township Road Program, the Township received NJDOT funding for Hilltop Road Improvements from the intersection of Joyce Way through the Hilltop Road cul-de-sac, approximately 1,400 LF, in Atco, NJ.

The improvements included roadway regrading, milling, base repair, and milling and paving. The design of the roadway provided handicap ramps in compliance with ADA standards, curb and sidewalk replacement at the handicap ramps, as needed, minor storm sewer and drainage improvements, and signage and roadway marking replacement.

Prior to completing the final design of the roadway, ARH completed field investigations of the existing project site that consisted of gathering elevations of the locations to produce accurate depiction of existing conditions.

CLIENT

Waterford Township

CONTACT

Ralph Condo
Township Administrator

PROJECT LOCATION

Atco, NJ

COMPLETION DATE

2017

SERVICES PROVIDED

- Construction Management
- Construction Administration
- Roadway Design
- Stormwater Management
- NJDOT Funded
- Drainage Improvements

SECTION 3 PAST PERFORMANCE & REFERENCES



EVESHAM ROAD (CR544) ROADWAY IMPROVEMENTS

Evesham Road (CR544) is designated a functional class of Urban Principal Arterial between the vicinity of US Route 30 to the vicinity of Burnt Mill Road (CR670) among numerous municipalities including the Boroughs of Magnolia, Lawnside, and Somerdale and the Townships of Cherry Hill and Voorhees. The purpose is to improve the roadway surface, replace/repair/upgrade storm sewer infrastructure, meet handicap accessible requirements, meet reflectivity requirements for signage, improve line striping, and reflective pavement markers within the project limits.

The western project limit is North King Street and the eastern limits is Burnt Mill Road (CR670). This design includes all handicap ramps along the scope limits and include all ADA ramps at signalized intersections located at the entrance to Cooper Towne Center and Burnt Mill Road. All existing storm sewer is cleaned and videoed with a report and recommendation of improvements needed.

ARH provided design plans and specifications for roadway and drainage improvements to Evesham Road. ARH has played an important role in highway and infrastructure engineering for various municipalities and Counties.

Improvements include:

- Roadway Resurfacing and Reconstruction
- Select Curb Repair and Installation
- ADA Improvements
- Select Storm Water System Improvements (based on video inspection)
- Upgrade/Installation of Pedestrian Push Buttons

While the project scope appears to be straightforward there are some design items that will need to be discussed as we proceeded through the project. An example is the areas of resurfacing vs reconstruction will be evaluated and recommended by our office based on the provided core reports. Another example is an area that could require a limited base repair area in a section of roadway that is being overlaid, or this area of roadway may be all reconstruction.



ASBURY PARK
SPECIAL PROJECTS ENGINEER

CLIENT

Camden County

CONTACT

Ms. Kevin Becica, PE, CME
County Engineer
856.566.2980

PROJECT LOCATION

Boroughs of Magnolia,
Lawnside, & Somerdale and
Townships of Cherry Hill &
Voorhees, NJ

COMPLETION DATE

2019 - Present

SERVICES PROVIDED

- Roadway Design
- Stormwater Management
- Field Survey
- ADA Handicap Ramps
- Federal Funds (FHWA)

SECTION 3 PAST PERFORMANCE & REFERENCES



PENNINGTON AVENUE / CHEW ROAD (CR536) ROADWAY IMPROVEMENTS

In Camden County, Pennington Avenue (CR536) is designated a functional class of Urban Minor Arterial within Winslow Township between US Route 30 and Oak Avenue and Chew Road (CR536) is designated as a functional class of urban Major Collector within Waterford Township between Oak Avenue and Pestletown Road.

ARH provided design plans and specifications for roadway and drainage improvements to Pennington Avenue/Chew Road (CR 536) from vicinity of US Route 30 (MP 32.55) to Pestletown Road (MP 34.38) in Winslow Township/Waterford Township. ARH has played an important role in highway and infrastructure engineering for various municipalities and Counties.

Roadway improvements included concrete vertical curb, base repairs, and milling and resurfacing with possible reconstruction, as needed.

ARH performed:

- Field Survey
- Roadway Base Plans
- Stormwater Management
- Preliminary Construction Plans & Documents
- Final Construction Plans & Documents

CLIENT

Camden County

CONTACT

Ms. Kevin Becica, PE, CME
County Engineer
856.566.2980

PROJECT LOCATION

Winslow & Waterford
Townships, NJ

COMPLETION DATE

2018

SERVICES PROVIDED

- Roadway Design
- Stormwater Management
- Survey
- NJDOT Funding
- ADA Handicap Ramps



ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 3 PAST PERFORMANCE & REFERENCES



MAIN STREET/BROADWAY (CR553/553A) AND LAMBS ROAD (CR635) RESURFACING & SAFETY IMPROVEMENTS

ARH was selected to perform construction management and inspection services for the resurfacing and safety improvements to Main Street/Broadway and Lambs Road, from the Conrail line to Woodbury-Glassboro Road in Mantua Township, Glassboro, and Pitman.

Federally funded with a grant through NJDOT, full time inspection included completing the milling and overlaying the existing roadway. The project also included concrete roadway base repairs, replacement of the handicap ramps to meet current ADA standards, select stormwater improvements, installation of curb and sidewalk in select locations, and the installation of long-life traffic strips and raised pavement markers.

ARH coordinated all construction activities for the Gloucester County, from pre-construction requirements of utility coordination to the final payment reimbursement for the County through NJDOT.

CLIENT

Gloucester County

CONTACT

Vincent Voltaggio, PE
County Engineer,
856.307.6600

PROJECT LOCATION

Clayton, NJ

COMPLETION DATE

2015 - 2017

SERVICES PROVIDED

- Construction Management
- Construction Administration
- Construction Inspection
- Traffic Control Plan
- ADA Compliance
- Federal Funding



ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 3 PAST PERFORMANCE & REFERENCES



RECONSTRUCTION OF PLEASANT MILLS ROAD (CR542)

ARH served as construction managers and provided inspection service for the reconstruction of Pleasant Mills Road (CR542). The work was completed in conjunction with a contract ARH had with the Atlantic County Department of Public Works and Engineers office.

The work included the construction management, inspection and preparation of close-out documents for the roadway reconstruction project. The section of Pleasant Mills Road extending from a point approximately 500' East of the Columbia Road (CR693) to a point approximately 300' East of another section of Columbia Road (CR658). The project length was approximately 2.15 miles.

The work completed by ARH included construction management and inspection, coordination of traffic control, review of project cut sheets, construction quantities, change order requests, as-built measurements, preparation of payment invoices and close out documents.

The roadway reconstruction work consisted of the pulverization of the existing bituminous roadway surface, the addition of emulsified asphalt and the reshaping of the subbase to the proposed design profile and cross section. Drainage improvements were also completed along the project route as required. The paving operation consisted of a hot mix stabilized base course and surface course. Driveway and shoulder restoration were required to match the new roadway cross section. Road striping and signage were installed as detailed on the construction plans. The time frame associated with the project construction and close out consisted of approximately 60 days from start to finish.

CLIENT

Atlantic County

CONTACT

Atlantic County Engineers
Office, 609.645.5898

PROJECT LOCATION

Pleasant Mills, NJ

COMPLETION DATE

2016

SERVICES PROVIDED

- Construction Management
- Construction Inspection
- Traffic Control Plan
- Close-Out Documents
- As-Built Measurement



SECTION 3 PAST PERFORMANCE & REFERENCES



TOWNSHIP POLICE DEPARTMENT SPECIAL OPERATIONS GARAGE

ARH takes extreme pride in utilizing a systematic approach to all projects to ensure compliance with all Local, State, and Federal agencies. ARH worked closely with the Townships elected officials and the Police Departments Deputy Chief to design a fully functioning Special Operations Garage and Office Fit-Out.

ARH developed the final geometry and layout of the 7,350 square foot building with parking and a driveway on the Township owned and subdivided 1.23-acre parcel.

The building was designed with a 5,000 square foot four-bay garage for parking the Police Departments large SERT Trucks and approximately 2,350 square feet fit out for offices, bathrooms, a locker room, radio room etc. We worked closely with the Architect, Mechanical Engineer and the Deputy Chief to accommodate all necessary features needed for the building to be as functional as possible. We had a large part in designing the layout of rooms and mechanical features within the interior fit-out portion of the building and worked hand-in-hand with the Police Departments Communications expert to design the communication wiring needed for the new Dispatch Office within the building.

Our structural team took on the design of the spread footings for the building steel columns, as well as the design of the second story storage area with all the necessary structural components to handle the proposed loads.

ARH worked closely with the Township's MUA and the County to design the sewer and water conveyance systems and gain approval by both government agencies for the project. We continued our efforts to the state level to expand the Sewer Service Area to encompass the newly subdivided lot so that the building can connect into the nearby County owned sanitary sewer system.

This project is located close to the Metedeconk River, which is a tidally flowed body of water and governed by CAFRA. ARH's Environmental team worked diligently with NJDEP officials to obtain the necessary CAFRA permit to build in the proposed location. Our close working relationship with NJDEP officials made this process as seamless and timely as possible.

The site was prepared by trucking and grading the appropriate soil needed for the construction of the building. At the conclusion of the design stage, ARH prepared and successfully delivered a full plan set consisting of civil plans, architectural plans and mechanical plans to the client for public bid.

CLIENT

Brick Township

CONTACT

Elissa Commins, PE
Township Engineer
732.262.1040

PROJECT LOCATION

Brick Township, NJ

COMPLETION DATE

2018

SERVICES PROVIDED

- Stormwater Management
- Site & Geometric Layout
- Regulatory Permitting
- Environmental Constraints Analysis
- NJDEP CAFRA Permitting
- NJDEP Sewer Service Area Amendment
- Soil Erosion & Sediment Control Permitting
- GPS Site Control
- Civil Engineering
- Geotechnical Engineering
- Soil Borings
- Construction Stakeout

SECTION 3 PAST PERFORMANCE & REFERENCES



PEMBERTON HISTORIC TRAIN STATION

ARH oversaw the survey, design, permitting and construction inspection, for a relocated ADA compliant access ramp and renovated parking lot at Pemberton Township's Historic Train Station and Museum, a historic railroad that was restored in 1995.

ARH coordinated with the Historic Trust to performed value engineering to provide cost savings for the Township, allowing for a more efficient entry into the building, as well as added parking spots, obtained permits and approvals.

As this site is a historic site and located in the Pinelands, ARH coordinated closely with all parties and obtained necessary permits and approvals, and performed construction management and inspection for the parking lot and entrance.

— A HISTORIC SITE —

The Historic Train Station was built in 1892 and since closing for service, operated by the Township Historical Society as the Historic Train Station Museum and Gift Shop, a museum of regional history and a Welcome Center for the Pinelands and Pemberton Township. The site is also located along the Township's frequently travelled rail trail.

CLIENT

Pemberton Township

CONTACT

David Patriarca
Mayor
609.894.3304

PROJECT LOCATION

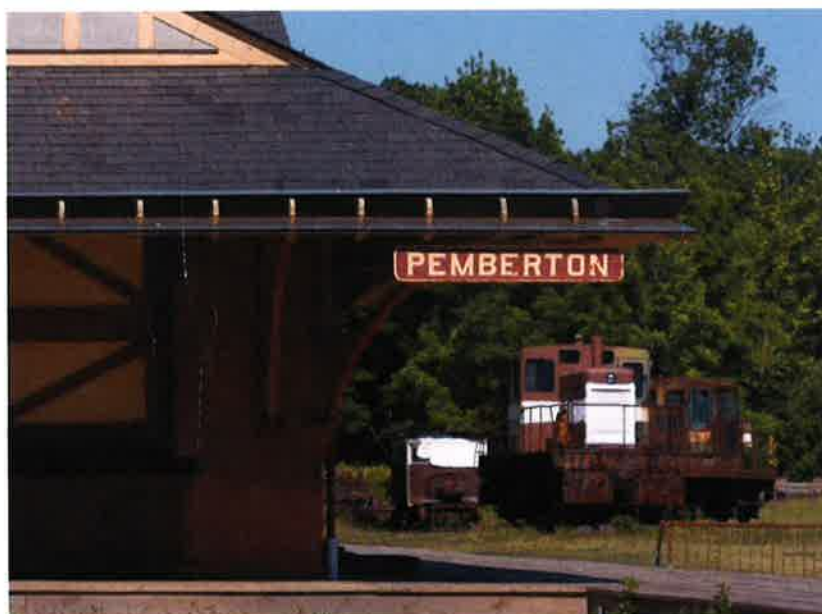
Pemberton Township, NJ

COMPLETION DATE

2012

SERVICES PROVIDED

- Value Engineering
- Survey
- Design
- Permitting
- Construction Inspection
- ADA Compliance



SECTION 3 PAST PERFORMANCE & REFERENCES



REHABILITATION OF NYE AVENUE PARKING GARAGE

The Nye Avenue Garage is an existing structure in the Township of Irvington that has been underutilized for several years. The Township secured funding from the New Jersey Economic Development Authority (NJEDA) for the rehabilitation of the structure.

ARH was selected by the Township of Irvington to provide engineering design services for the rehabilitation of the Nye Avenue garage. We coordinated the site inspections of the garage with the Township Engineer and MPE Consulting and Design to address the mechanical and electrical needs of the project.

The garage improvements included upgrades to the traffic circulation, signage and striping, ADA compliant ramps, the location of new parking metering systems and stair tower repair details.

CLIENT

Township of Irvington

CONTACT

John Wiggins, PE
Township Engineer
973.399.6690

PROJECT LOCATION

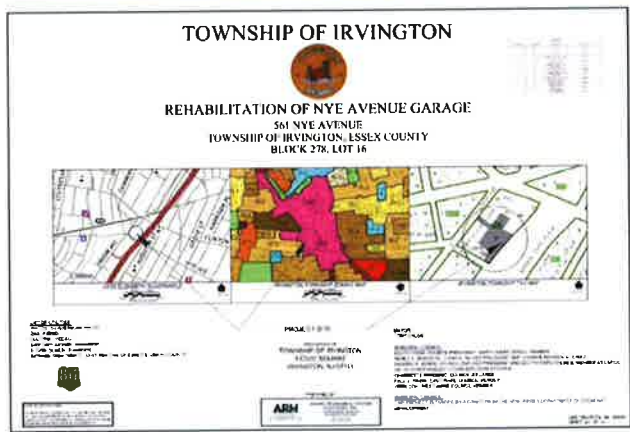
Irvington, NJ

COMPLETION DATE

February – June 2018

SERVICES PROVIDED

- Structural Rehabilitation
- Site Inspection



SECTION 3 PAST PERFORMANCE & REFERENCES



CECIL FIREHOUSE STRUCTURAL REHABILITATION

Cecil Firehouse is a 14,827 square foot building with an engine room and a space for training area, living space, administration offices, and storage. It was decided that the slab and the steel columns in the engine bays would remain, while all other structural/architecture items would be demolished in reconstruction. A new 2-story, 6,000± sf administration and personnel building would be constructed.

Due to Pinelands, the impervious footprint could not be altered so the second floor was designed on an overhang. Staged construction was needed to allow 3 or 4 firetrucks on site at all time.

ARH provided the structural design including foundation, framing, bearing wall/shear wall, elevator shaft and pit, and roof framing. A new pitched roof system over the existing engine bay roof was also included.

CLIENT

Monroe Township (Gloucester County)

CONTACT

Dan Teefy, Mayor
856.694.1234

PROJECT LOCATION

Williamstown, NJ

COMPLETION DATE

2018 - 2019

SERVICES PROVIDED

- Structural Rehabilitation



SECTION 3 PAST PERFORMANCE & REFERENCES



PUBLIC BUILDINGS & FACILITIES

HAMMONTON MUNICIPAL BUILDING

ARH was contracted for the engineering design of the new Town Hall building which includes the Town's administrative and police departments. The site work included ADA compliant ramps and stairs, while maintaining operation of municipal activity during construction of the new facility and demolition of the old facility.

BRICK TOWNSHIP FIRING RANGE

ARH performed engineering and environmental services for the Brick Township Firing Range, including parking lot design and environmental concerns such as methane.

BRICK TOWNSHIP MUA FLEET STORAGE BUILDING & GARAGE

ARH served as the design engineer for this 8000 sq. ft. building which included foundations, CM/CI, full time inspection including footings, slabs, site work, lighting and ADA Compliance

PUBLIC WORKS GARAGE

The Township of Waterford worked with ARH to provide radiant floor heat, new concrete flooring, related MEP upgrades, site work including paving, preparation for a new salt shed and new circulation on site.

The work was completed while the public works department remained operational on the same site. The sequencing of construction was carefully planned to minimize the impacts to the existing site operation.

ARH performed the site design and engineering for the Township's new Public Works Garage, which is in close-out phase.

CLIENT

Waterford Township

CONTACT

Ralph Condo
Township Administrator
856.768.2300

PROJECT LOCATION

Waterford Township, NJ

SERVICES PROVIDED

- Site Engineering

CLIENT

Monroe Township
(Gloucester County)

CONTACT

Dan Teefy, Mayor

PROJECT LOCATION

Williamstown NJ

SERVICES PROVIDED

- UST Removal
- Asbestos Removal

MONROE TOWNSHIP LIBRARY

The old library in Monroe Township involved removal of environmentally sensitive material (asbestos), removal of an underground storage tank, coordination with multiple utility companies, historic preservation issues, site safety items including temporary shoring and maintenance/protection of traffic adjacent to the project site.

The site was topsoil and seeded and remains available for the Township to repurpose for commercial development or perhaps a municipal parking area in the heart of downtown Williamstown.

ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 3 PAST PERFORMANCE & REFERENCES



MADISON AVENUE PARKING LOT

This project consisted of providing 121 spaces within an enclosed parking lot, located at the corner of East Washington Street and Madison Avenue. Other improvements include the reconstruction of a portion of Madison Avenue, landscaping, lighting, fencing, and ADA accessible parking spaces and access. Stormwater management features included the design of interconnected bio-swales.

The project also included an asphalt alley, which would be dedicated to the City of Pleasantville to provide a method of ingress and egress for pedestrian and vehicular traffic to access properties fronting on Main Street.

ARH provided the County with full Engineering and Surveying services, including topographic surveying, design, preparation of constructing plans and specifications, environmental permitting, and construction management.

CLIENT

Atlantic County

CONTACT

Atlantic County Engineers
Office, 609.645.5898

PROJECT LOCATION

Pleasantville, NJ

SERVICES PROVIDED

- Land Surveying
- Topographic Survey
- Civil Engineering Design
- Environmental Engineering
- Permitting
- Horizontal/Vertical Control
- Construction Management

BRIGANTINE BULKHEAD RECONSTRUCTION

ARH was selected by Atlantic County to oversee design and construction management repairs to the Brigantine bulkhead, as sections were closed after being severely damaged by Hurricane Sandy in 2012.

We performed a complete inspection of the structure to identify all damaged areas and field reconnaissance that included survey and evaluation, designed repair plans, permit acquisitions, bidding services, and oversaw the construction of the FEMA funded project.



Working closely with the Atlantic County, FEMA, Atlantic City, and stakeholders, we prepared multiple design alternatives. We used the input of all parties involved during numerous conceptual meetings to determine the most sustainable plan and design.

CLIENT

Atlantic County

CONTACT

Susan McCabe, Mayor
609.384.2627

PROJECT LOCATION

Brigantine, NJ

COMPLETION DATE

2014

SERVICES PROVIDED

- Construction Management
- Survey
- FEMA Funded
- Structural Design

SECTION 3 PAST PERFORMANCE & REFERENCES



THE RESERVE AT GRACE

The former Our Lady of Grace Church property is located along the southwest side of the White Horse Pike (Route 30) in Somerdale, NJ. It is vacant land and lots that contain six (6) dwellings to consist of two (2) three-story mixed used residential buildings, a renovation of the church into a restaurant and clubhouse, and a renovation and addition to a school into active adult apartments for a total of 32,901 sf.

Structural design calculations are necessary for all gravity and wind load design specific to the selected architectural plan. The structural design includes:

- Foundation design
- Ground story floor slab
- Bearing wall/shear walls for all stories
- Second / Third floor framing design
- Roof framing design
- Pergola post and footings



CLIENT

Urgent Care RE, LLC

CONTACT

Sri Sankar, Managing Partner
856.553.6611

PROJECT LOCATION

Somerdale, NJ

COMPLETION DATE

2018 - Present

SERVICES PROVIDED

- Preliminary Site Assessment
- Site Planning
- Survey
- Topographic & Utility Survey
- NJDOT Permitting
- Traffic Impact Study
- Grading & Drainage
- Stormwater Management
- Utility Design & Coordination
- Lighting & Landscaping
- Phase I ESA

SECTION 3 PAST PERFORMANCE & REFERENCES



WASHINGTON SQUARE REDEVELOPMENT

ARH takes extreme pride in utilizing a systematic approach to all projects to ensure compliance with all Local, State, and Federal agencies. In 2015, Woodmont Development Company hired ARH as the Civil Site Engineer, in charge of the surveying, mapping, engineering, and management of the redevelopment project known as Washington Square Town Center. ARH worked closely with the public, local planning officials, environmental groups, and other elected officials to fully understand the adopted Redevelopment Plan and implement it into the design.

ARH developed the final geometry and layout of the buildings, roads, parking, open spaces and storm water management facilities, as depicted on the rendering above. ARH worked to produce a plan set describing the development of 170,000 square feet of medical/office/retail space; 330 apartments, and 100 townhomes, along with over 2-miles of internal roads, drives, parking, storm water management facilities and open space areas.

Due to the local aquifer and the wellhead protection ordinance in place within the Township, ARH worked closely with the NJDEP to establish guidelines for construction within the wellhead protection area as well as acquiring NJDEP Safe Drinking Water and Treatment Works Approval permits.

Traffic generation and circulation throughout the development area was a major concern during the design. Upon multiple meetings with the local planning boards, it was concluded that a new traffic signal would be placed along Hurffville-Cross Keys Road (HCR) (CR654) and the main boulevard would interconnect from HCR to Baldwin Boulevard, an existing dead-end street in the rear of the property. This design would aid in the alleviation of traffic congestion along HCR and the Cross Keys Bypass.

The site is 35.60 acres and is under construction presently. At the end of the design stage, ARH prepared and successfully delivered a fully accepted 52-sheet set of site plans to the client.

The drone picture to the left shows the construction in progress, including the completion of the new Rothman Medical Office Building along HCR. ARH continues to work closely to provide construction management to the contractor and sub-contractors on site.



CLIENT

Woodmont Development Co

CONTACT

Steven Verneckas,
SVP & Director of Development
973.316.9400

PROJECT LOCATION

Sewell, NJ

COMPLETION DATE

2015 - 2016

SERVICES PROVIDED

- Stormwater Management
- Site & Geometric Layout
- Landscape Architecture
- GIS Mapping
- Alternatives Analysis
- Regulatory Permitting
- Environmental Constraints Analysis
- GPS Site Control
- ROW Surveying
- Civil Engineering
- Geotechnical Engineering
- Soil Borings
- Subsurface Utility Studies
- Vibration & Noise Studies
- Easement Documents
- Construction Stakeout
- Traffic Generation & Control Studies

SECTION 3 PAST PERFORMANCE & REFERENCES



BURNT MILL POND PARK IMPROVEMENTS

The City of Vineland sought ARH for engineering services to design improvements within Burnt Mill Pond Park. Improvements include de-vegetation of the pond, a multi-use path, a fishing pier, and rehabilitation of an existing historical double course brick arch bridge with stone walls, on what was once Route 47, over Manaway Branch.

ARH successfully delivered this project in accordance with the requirements of the City's RFP, as we had completed a site visit to review the existing conditions of this project. Additionally, we reviewed GIS mapping of the area to better familiarize ourselves with the project and the potential constraints that will have to be addressed during the design.

ARH prepared a brief PER that explained the proposed bridge repair, path, devegetation, and fishing pier methodologies, utility concerns, potential opportunities and potential pitfalls in the design and construction of the project.

ARH performed a site visit and inspected the bridge and the entire project area to confirm site conditions, allowing for an observation of field conditions and/or constraints that may impact the project delivery.

The bridge, fishing pier, areas immediately surrounding the bridge and pier, as well as the proposed path alignment were surveyed in accordance with the requirements outlined. We obtained locations and elevations along the path, cross sections of the stream adjacent to the bridge, area around the proposed pier and detailed the existing conditions for the project. Design of the trail included grading to allow for positive drainage runoff as well as be in accordance with Federal ADA requirements.

The double course brick arch with stone walls bridge was constructed in 1897. The arch spans about 12 feet, with the full-length of the stone walls about 25 feet. The bridge is about 20 feet wide. The stone masonry walls have experienced cracking and displacement. There is vegetation growing on all faces of the arch and in the mortar joints. Both walls are rotating outward. The west half of the south wall is no longer in place. Approximately seven feet behind the south wall (downstream side) experiences soil erosion. The remaining south wall is in danger of collapsing due to the soil erosion before the project was underway. The City asked for a cost to rehabilitate the bridge, however due to the severity of the erosion, we provided an alternate scope of work to complete the redesign of the bridge. It was recommended that the south (downstream) wall be reconstructed.

The fishing pier was designed as such that it was constructed without harm to the dam and the dock cannot impede proper function of the dam (such as blocking the spillway).

CLIENT
City of Vineland

CONTACT
Miguel Mercado, QPA

PROJECT LOCATION
Vineland NJ

COMPLETION DATE
2018 - 2019

SERVICES PROVIDED

- Preliminary Design
- Site Development
- NJDEP Permitting
- Stormwater Management
- Construction Management
- Construction Inspection

SECTION 3 PAST PERFORMANCE & REFERENCES



THIRD RIVER URBAN PARK

Bloomfield Township's "Third River Urban Park and Floodplain Wetlands Creation Project" combines public park use with urban habitat and storm resiliency as an alternative to more traditional brownfield capping, which is impervious and can cause flooding. Instead, this project involved acquisition of multiple lots comprising of an urbanized, flood prone industrial site and conversion of this area to an 18.5-acre public park containing significant acreage for wetlands creation, riverfront habitat, and stormwater storage.

Key land conservation outcomes include the creation of urban open space, creation and enhancement of freshwater wetlands through removal of historic fill material, and urban habitat flood resiliency

Bloomfield Township is converting a flood-prone brownfield site near the Passaic River at the former Scientific Glass property into an 18-acre municipal park that includes:

- New multi-use field for Township recreation programs
- Passive Walking Areas
- Stream Corridor Enhancements
- Construction of Freshwater Wetlands
- Walking Trails & Pedestrian Bridge

The site is situated in a highly developed area and was used historically for manufacturing. The Township plans to restore the flood plain and associated wetlands, creating a flood storage area and wildlife habitat. The resulting 18-acres of preserved parkland will provide unique opportunities for passive and active recreation facilities, as well as environmental education in an urban setting.

The development of Lion's Gate is expected to significantly reduce flooding in the neighborhood, saving homeowners money in reduced flood insurance rates.

Funded with state and federal grants, the park will be built at no cost to Bloomfield Township taxpayers.

CLIENT

Township of Bloomfield

CONTACT

Andy Strauss, Business
Administrator
973.680.4000

PROJECT LOCATION

Bloomfield, NJ

COMPLETION DATE

2018 - Present

SERVICES PROVIDED

- Preliminary Design
- Site Development
- Environmental Remedial Investigation
- Groundwater Monitoring
- Wetlands
- Bridge Rehabilitation
- NJDEP Permit Compliance
- Green Acres
- Survey
- Construction Inspection



SECTION 3 PAST PERFORMANCE & REFERENCES



IMAGINATION KINGDOM RECREATIONAL PLAYGROUND

ARH worked with Pemberton Township on a 14±-acre recreational parcel located on Pemberton – Browns Mills Road in Pemberton Township (Burlington County). A preliminary assessment and site investigation were first completed, after which a remedial investigation & remedial action work plan was completed.

Soil samples were collected to investigate the impacts from the CCA treated wood used on-site and delineate individual contaminants. Direct contact issues to human receptors and environmentally sensitive resources (i.e., North Branch of Rancocas Creek) were also evaluated.

Soils contaminated with metals were addressed through excavation/ off-site disposal, as documented in the RA report; and the issuance of an NFA letter is currently pending. We also completed design drawings and specifications required for the public bid, assisted with the pre-bid meeting/ site walk and reviewed the bids received after which a recommendation of award was made, provided continuous on-site monitoring of the remediation activities, reviewed the remediation contractor's payment requisitions and made timely recommendations as to their approval, monitored payment of subcontractors and suppliers and obtained the requisite certifications, reviewed the remediation contractor's requests for change orders (financial and time extensions) and made timely recommendations as to their disposition, and monitored the remediation contractor's progress for adherence to the project schedule and coordinated with all other construction activities occurring on or within the vicinity of the project site.

The new team of elected officials chose ARH to assist them in implementing their plan to improve Township services for residents. Shortly after being selected Township Engineer, it was discovered that the Imagination Kingdom playground, part of the Township's Park and Recreation System, was constructed using wooden playground equipment that was later found to be contaminating the surrounding ground.

This required the playground to be removed, much to the disappointment of residents. After managing the environmental site assessment and cleanup process, ARH immediately began to work with the Township to not only replace the playground, but to improve it immensely.

Once the site had been deemed safe, ARH recommended and facilitated an application to NJDEP Green Acres Program to help re-build Imagination Kingdom. Pemberton had already formed a committee to design their "dream" playground for the children of Pemberton, and with the Green Acres award of \$895,000.00, they were able to achieve that goal.

ARH not only prepared the plans for the project, but they also donated their time to layout the project. Imagination Kingdom II, which was designed to be completely handicap accessible, ended up being the largest Community-Built Playground in the state of New Jersey.

CLIENT

Pemberton Township

CONTACT

David Patriarca, Mayor

PROJECT LOCATION

Pemberton, NJ

COMPLETION DATE

2010 - 2012

SERVICES PROVIDED

- Preliminary Assessment
- Site Investigation
- NJDEP Approvals & Oversight
- Soil Sampling
- Environmental Remediation



SECTION 3 PAST PERFORMANCE & REFERENCES



LAKE LENAPE PARK (WESTERN LAKESHORE)

When commissioned by Atlantic County as a lead design consultant responsible for the conceptual planning and permitting at Lake Lenape Park, ARH's team created a comprehensive plan that included design and permitting for a new boathouse, floating dock and a boat launch ramp.

As part of this plan, ARH designed trails and pedestrian paths to provide access to parks, picnic areas, tot-lots, gazebos and the beach area. In addition to the design and permitting this project required the interaction, cooperation and approval from multiple agencies including the Pinelands Commission, NJDEP, SCD and Hamilton Township.

ARH worked with the County to design, obtain permits and bid this County recreational facility in Hamilton Township along the western shore of Lake Lenape. This project included extensive survey work and permitting.

The survey work included extensive topographic surveys, providing base plans for project design, allowing the proposed work to blend with the existing terrain. Further base lines were provided to control construction. The permitting phase included NJDEP and local applications and designs to meet the requirements of this heavily regulated area. The project included new camp sites, with both cabins and tent areas, together with a new wash house. The design included improvements to existing parking areas, trails, utilities and stormwater management.

CLIENT

Atlantic County Improvement Authority

CONTACT

Jerry Cormier, 609-645-5838

PROJECT LOCATION

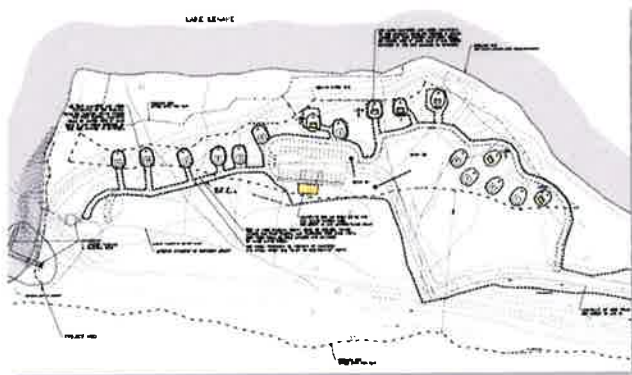
Hamilton Township, NJ

COMPLETION DATE

2016

SERVICES PROVIDED

- Boundary & Riparian Survey
- Site Design & Control
- Wetlands Delineation
- NJDEP Permitting
- Pinelands Permitting
- Pinelands Master Plan
- Grading & Utility Design
- Stormwater Management
- Structural Rehabilitation



ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 3 PAST PERFORMANCE & REFERENCES



GLOUCESTER COUNTY MULTI-PURPOSE TRAIL

ARH designed the Gloucester County Multi-Purpose Trail in the Borough of Glassboro and Elk Township. This trail connects to the first 6-miles of County's existing Bikeway.

Designs include a prefabricated pedestrian bridge and boardwalk. Our designs are all-encompassing which sees beyond the functionality of the path. We ensure the County that the trail is safe and aesthetically pleasing, protects and enhances the ecological systems and indigenous wildlife in the area, and increases tourism. Our team is focusing on key elements including accessibility, communication, safety and aesthetics.

Prior to working with Gloucester County on their expansion of the trail, ARH has been working with Monroe Township for over a decade in the design, development, permitting, construction management and inspection of the Township's interconnected bike path. All phases in the Township of Monroe, along with the last Multipurpose Trail project that was completed on behalf of the County, were designed and/or inspected or administered through ARH.

In addition to performing all engineering, survey, permitting and inspection work for these routes, ARH has worked with the Township to plan the path to interconnected with areas of interests as well as work with various funding agencies to secure money for the Township to develop these trails as well:

CLIENT

Gloucester County

CONTACT

Vincent Voltaggio, PE
County Engineer,
856.309.6600

PROJECT LOCATION

Borough of Glassboro & Elk
Township NJ

SERVICES PROVIDED

- Civil Engineering
- Topographic & Utility Survey
- Environmental Permitting
- Environmental Engineering
- Landscape Architecture
- Stormwater Design
- Drainage Easements
- Grading & Utility Design
- Site Control
- Bike Path Design
- Construction Inspection

TRAIL PROJECT	FROM	TO
Monroe Municipal Bike Path	Bluebell Road	Tuckahoe Road CR555
Monroe Municipal Bike Path	Tuckahoe Road	Approx. 200' from Whispering Woods Dr
Hunter Woods Development	Approx. 200' from Whispering Woods Dr	Fries Mill Road CR655
Gloucester County Multipurpose Trail	Fries Mill Road CR655	Delsea Drive Rt 47
Owens Parks Connection	Monroe Municipal Bike Path	Earling E. Owens Memorial Park

SECTION 3 PAST PERFORMANCE & REFERENCES



RECOVER CENTERS OF AMERICA @ LIGHTHOUSE

ARH takes extreme pride in utilizing a systematic approach to all projects to ensure compliance with all Local, County, State, and Federal agencies. In 2015, Recovery Centers of America hired ARH as the Civil Site Engineer, in charge of the surveying, mapping, engineering, and management of the 21,200 square foot expansion on an existing 25,500 square foot building. ARH worked seamlessly with the owners' Architect to develop the building footprint and bring the In-Patient Recovery Center Site Expansion to fruition.

ARH developed the final geometry and layout of the expansion, roads, parking, open spaces and storm water management facilities. ARH worked to produce a plan set describing the 21,200 square foot building expansion, parking, entrance driveways, open space patios for patients, landscaping and lighting. We also successfully utilized two (2) existing basins along with the design of a new infiltration basin to comply with the strict regulations of the NJDEP and NJ Pinelands Commission.

ARH worked hand in hand with the Mechanical Engineer to design all new water and sewer conveyance systems for the site. We were successful in acquiring all required water and sewer permits from local, county and state authorities for the new flows that the expansion produced.

Traffic generation and circulation throughout the site was a concern during the design since the existing site had only one entrance that was used for all turning movements onto Atlantic Avenue. Upon working with the Traffic Engineer, the new peak trips that were generated from the expansion required a second entrance to allow for the split of traffic flows in and out of the site. ARH successfully designed a new site entrance to accommodate for the additional traffic trips along with local fire officials for their trucks that needed to navigate the site.

The site is 16.53 acres in total with a new total building square footage of over 46,000 square feet. At the conclusion of the design stage, ARH prepared and successfully delivered a fully accepted 24-sheet set of site plans to the client.

The site is currently completely built and operational. ARH continued to work closely with the general contractor throughout the entire building process to provide construction management for all civil site processes.

CLIENT

Recovery Centers of America

CONTACT

John Lombardo,
610.239.6100

PROJECT LOCATION

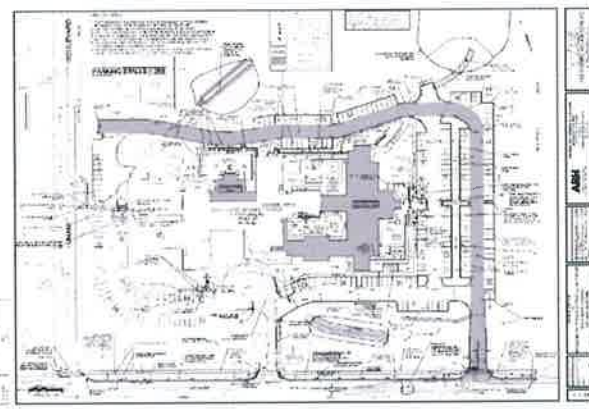
Mays Landing, NJ

COMPLETION DATE

2015

SERVICES PROVIDED

- Stormwater Management
- Site & Geometric Layout
- Regulatory Permitting
- Environmental Constraints Analysis
- GPS Site Control
- Civil Engineering
- Geotechnical Engineering
- Landscape Architecture
- GIS Mapping
- ROW Survey
- Subsurface Utility Studies
- Vibration & Noise Studies
- Traffic Generation & Control Studies
- Soil Borings



SECTION 3 PAST PERFORMANCE & REFERENCES



WOODBURY HIGH SCHOOL STADIUM

ARH worked with Gloucester County on a 6±-acre recreational parcel located off Wood Street in Woodbury (Gloucester County). Under the State's Green Acres Program and NJDEP oversight, a RI & RAW was completed on behalf of the School.

Approximately 100 soil samples were collected to investigate the historic fill identified on-site and delineate individual contaminants. Direct contact issues to human receptors and environmentally sensitive resources (i.e., Woodbury Creek) were also evaluated. Soils contaminated with metals and petroleum hydrocarbons were addressed through a combination of excavation/ off-site disposal and administratively through engineering (i.e., capping) and institutional (i.e., deed noticing) controls.

We provided continuous on-site monitoring of the remediation activities, reviewed the remediation contractor's payment requisitions and made timely recommendations as to their approval, monitored payment of subcontractors and suppliers and obtained the requisite certifications, reviewed the remediation contractors requests for change orders and made timely recommendations as to their disposition, and monitored the remediation contractors progress for adherence to the project schedule and coordinated with all other construction activities occurring on or within the vicinity of the project site.

CLIENT

Gloucester County

CONTACT

Vincent Voltaggio, PE,
County Engineer,
856.307.6600

PROJECT LOCATION

City of Woodbury, NJ

COMPLETION DATE

2014

SERVICES PROVIDED

- Environmental Services
- Remedial Investigations
- Remedial Action Work Plan
- NJDEP Oversight
- Soil Sampling & Remediation



SECTION 3 PAST PERFORMANCE & REFERENCES



ATLANTIC CITY FIRE STATION #6 REMEDIATION

ARH was appointed as the Atlantic City Utility Authority (ACUA) Environmental Consultant and performed and completed several environmental engineering projects.

The ACUA contracted ARH to assess the physical condition of an underground storage tank located at Fire Station #6. As the City's appointed environmental engineer, we submitted to NJDEP and obtained a Closure Approval for the intended activity. Environmental reporting included specific details of the tank decommissioning procedures, screening and sampling procedures, analytical results and management of excavated soils.



The site investigation was prepared pursuant to the State's Underground Storage Tank regulations (NJAC 7:14B) and in accordance with the State's Technical Requirements for Site Remediation.

CLIENT

Atlantic County Utilities Authority (ACUA)

CONTACT

Joseph Pantalone
609.343.7732

PROJECT LOCATION

City of Atlantic City, NJ

SERVICES PROVIDED

- Environmental Consultant
- UST Assessment
- NJDEP Closure Approvals
- Site Investigation
- Site Remediation
- Soil Sampling

LENOX CHINA FACILITY

ARH worked with Barrette Outdoor Living, who later became the tenant, after deciding that the environmental liability appeared to be great. ARH was initially tasked with assessing the environmental concerns at the property which had been operated as a manufacturing facility by Lenox China dating back to 1954.

During the period of due diligence, ARH met with NJDEP staff and former environmental consultants associated with the abandoned facility to assemble a better understanding of the ±66 separate areas of concern on the property. This included a groundwater plume of TCE with a horizontal extent of over ±200 acres, along with a ±300-gpm groundwater pump & treat system.



CLIENT

Barrette Outdoor Living

CONTACT

Johnathon Gronow
VP Operations
800.448.7241

PROJECT LOCATION

Galloway Township, NJ

COMPLETION DATE

2012 - 2014

SERVICES PROVIDED

- Brownfields Redevelopment
- Environmental Assessment
- Groundwater Remediation
- UST Removal
- Asbestos Removal

ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 3 PAST PERFORMANCE & REFERENCES



MERCER COUNTY DETENTION CENTER

ARH worked with the Mercer County Improvement Authority and the City of Trenton on a 2 ±-acre institutional complex located on Market Street in Trenton, Mercer County, who intended to construct a new County Courthouse complex.

ARH completed a Preliminary Assessment (PA) and a Remedial Investigation (RI) was conducted, under NJDEP oversight.

Soil samples were collected to characterize the historic fill identified on-site. Potential groundwater impacts from the historic fill and USTs were also assessed to minimize impacts during the required dewatering for construction. Direct contact issues to human receptors and environmentally sensitive resources (i.e., Assunpink Creek) were also evaluated.

Soils contaminated with metals and petroleum hydrocarbons were addressed through a combination of excavation/ off-site disposal and administratively through engineering (i.e., capping) and institutional (i.e., deed noticing) controls.

CLIENT

City of Trenton

CONTACT

James Capasso
609.989.3501

PROJECT LOCATION

City of Trenton, NJ

COMPLETION DATE

2014

SERVICES PROVIDED

- LSRP
- Preliminary Assessment
- Environmental Services
- Remedial Investigation
- UST Site Remediation
- Groundwater Investigation
- NJDEP Permitting & Reporting
- UST
- Groundwater Analysis
- Soil Sampling
- Brownfields Redevelopment



SECTION 3 PAST PERFORMANCE & REFERENCES



MERCER COUNTY COURTHOUSE

Opened in 2013, ARH was the civil design engineer for the new 141,650SF, \$68M, new Mercer County Criminal Courthouse. The \$70M project involved the demolition of the old jail and parking garage, and construction of a new courthouse building and surface parking lot. ARH worked closely with Vitetta Architecture and the Mercer County Improvement Authority.

The building and site are LEED Gold certified, with innovative design features including rooftop rainwater capture and re-use within a graywater system, site wide rainwater filtration, storage, and control, solar electric panels, heat island credits, and a zero-irrigation landscape design.

As is the case on most large-scale inner-city construction projects, usable land for site infrastructure is a commodity. Using a variety of control structures, ARH was able to maximize efficiency by incorporating a series of bio swales, raised inlets, underground water quality filters and vaults, along with a roof-top rainwater collection tied to underground cisterns for grey-water recycling. Solar covered parking and a zero-irrigation landscape design rounded out this innovative project.

This project was awarded "Distinguished Engineering Award" by the NJ Alliance for Action in 2014 for its innovative civil engineering design, shown here.

CLIENT

Mercer County Improvement Authority & Vitetta Architects

CONTACT

Allan Collins
Executive Director
609.278.8088

PROJECT LOCATION

City of Trenton, NJ

COMPLETION DATE

2010 - 2014

SERVICES PROVIDED

- LEED Stormwater Design
- Value Engineering
- NJDEP Permitting
- Zero Irrigation Landscape
- Phase 1 Site Assessment
- Monitoring & Capping of Historical Fill
- Soils Testing



SECTION 3 PAST PERFORMANCE & REFERENCES



COLLEGE OF NEW JERSEY ATHLETIC COMPLEX

The soccer complex boasts a state-of-the-art design with a Sportexe synthetic turf, stadium seating, press box area, concession-stands and restroom facilities. Equally aesthetic, the softball stadium features a turf field, bleacher- seating capacity for 500 spectators, dugouts and three batting cages.

Working with contractors and school administrators, ARH provided all control surveying, construction stakeout, regrading design and project mapping for the architectural design improvements.



CLIENT

Copeland

CONTACT

Dave Copeland
609.641.2400

PROJECT LOCATION

Ewing, NJ

SERVICES PROVIDED

- Land Surveying
- Horizontal and Vertical Site Control
- Topographic Survey
- Subsurface Utility Locations
- Construction Layout

PRINCETON UNIVERSITY – PALMER STADIUM

Princeton University's football, soccer and lacrosse stadium stands on the grounds of its historic predecessor, Palmer Stadium. At a cost of \$45 million, the new facility stands as an extension to the campus, integrated into daily student life by open concourses and intramural activities. The new 27,800 seat stadium incorporates a 2,500-seat grandstand for an exterior track field and pays strong homage to the Palmer architecture by duplicating the exterior façade.



ARH provided comprehensive survey services throughout the demolition and construction periods.

CLIENT

Copeland

CONTACT

Dave Copeland
609.641.2400

PROJECT LOCATION

Princeton, NJ

SERVICES PROVIDED

- Horizontal and Vertical Site Control
- Topographic Mapping
- Structural Location
- Construction Layout

ASBURY PARK
SPECIAL PROJECTS ENGINEER

SECTION 3 PAST PERFORMANCE & REFERENCES



MERCER COUNTY WATERFRONT PARK

Located along Trenton's Delaware River waterfront promenade, Mercer County's family-friendly baseball stadium is home to the Trenton Thunder, the NY Yankees AA farm team.

As part of the riverfront improvement plan, riparian lines, wetlands and tidelands were established along the riverbanks for design of pedestrian walkways between the stadium, riverfront dock and nearby office complex.

Comprehensive topographic and utility surveys provided additional base mapping for a modified stormwater utility system, and landscaped rest areas adjoining the stadium's exterior.



CLIENT

Mercer County Improvement Authority (MCIA)

CONTACT

Allan Collings, Deputy Executive Director, 609.278.8100

PROJECT LOCATION

Trenton, NJ

SERVICES PROVIDED

- ALTA/ACSM Boundary Survey
- Topographic Mapping
- Subsurface Utility Locations
- Wetlands Locations
- Tide Study
- Pier & Bulkhead Lines

CLEMENTON PARK & SPLASH WORLD

Originally opened in 1907, Clementon Park and Splash World is a small family- friendly amusement park located along the banks of Clementon Lake in southern NJ. One of US's oldest operating amusement parks; Splash World went through a significant renovation under new ownership beginning in 2007 and ending in 2011 with the addition of Torpedo Rush, a 60-foot high and 100-foot long aquatic dual trap gate speed slide.

ARH engineers and surveyors worked closely with Park owners during the design development period, resulting in several new and highly acclaimed water park rides.



CLIENT

Adrenaline Family Entertainment

PROJECT LOCATION

Clementon NJ

SERVICES PROVIDED

- Land Surveying
- Horizontal and Vertical Site Control
- Topographic Mapping
- Subsurface Utility Locations
- Robotic Structural Locations
- Construction Layout

SECTION 3 PAST PERFORMANCE & REFERENCES



CURRENT CLIENT LIST - COUNTY

CLIENT	POSITION(S)	CONTACT	PHONE
Atlantic County	Dam / Transportation Engineer Facilities (Pool) Dam/Transportation Infrastructure (Pool) Land Survey	Gerald DelRosso County Administrator	609.343.2203
Bergen County	Pool of Engineers	Julien X. Neals, Esq. County Administrator	201.336.7335
Burlington County	Pool of Engineers	Joseph Brickley, PE County Engineer	609.702.7067
Camden County	On-Call Survey (Pool) County Engineer (Pool) Bridge Design & Inspections (Pool) GIS & Tax Map Maintenance	Ms. Kevin Becica, PE, CME County Engineer	856.566.2980
Cape May County	GIS & Tax Map Maintenance	Elizabeth Bozzelli County Administrator	609.465.1070
Cumberland County	County Engineer (Pool) Environmental Engineer (Pool)	John Knoop, PE County Engineer	856.453.2192
Gloucester County	Engineering Consultant Environmental Consultant GIS & Tax Map Maintenance	Vincent Voltaggio, PE County Engineer	856.307.6600
Mercer County	GIS & Tax Map Maintenance	Brian Hughes County Executive	609.989.6545
Middlesex County	GIS & Tax Map Maintenance	Amy Fread GIS Director	732.745.3098
Monmouth County	GIS & Tax Map Maintenance	Matthew Clark Tax Administrator	732.683.2194
Morris County	GIS & Tax Map Support	Steven Rice GIS Manager	973.829.8120
Ocean County	Land Survey Services	Carl Block County Administrator	732.929.2147
Salem County	GIS & Tax Map Maintenance	John Snyder, CTA Tax Administrator	856.935.7510
Somerset County	Engineering Services (Pool)	Matthew Loper, PE County Engineer	908.231.7024
Sussex County	GIS & Tax Map Maintenance	Xavier Izquierdo GIS Administrator	973.948.4545
Union County	Engineering Services (Pool) Tax Map Services	Thomas Mineo, PE Director/County Engineer Christopher Duryee, CTA Tax Administrator	908.789.3675

SECTION 3 PAST PERFORMANCE & REFERENCES



CURRENT CLIENT LIST - MUNICIPALITIES

CLIENT	POSITION(S)	CONTACT	PHONE
City of Asbury Park	Special Projects Engineer GIS / Tax Map Maintenance	Erick Aquiar Tax Assessor Donna Vieriro City Manager	732.775.2100
City of Atlantic City	GIS & Tax Map Maintenance	Russell Cipolla City Engineer	609.347.5245
City of Bayonne	Tax Map Maintenance	Joseph Nichols Tax Assessor	201.858.6051
Borough of Belmar	Tax Map Maintenance	April Claudio Borough Clerk	732.681.3434
Berkeley Township	Conflict Engineer Conflict Planner Capital Projects Engineer	John Camera Business Administrator	732.244.7400
Bloomfield Township	Consulting Engineer	Andy Strauss Township Administrator	973.680.4000
Borough of Bound Brook	Tax Map Maintenance	Michael Imbriaco Tax Assessor	732.356.0833
Borough of Bradley Beach	GIS & Tax Map Maintenance	Edward Mullane Tax Assessor	732.776.2999
Brick Township	Engineer / Survey Pool Planner Pool	Elissa Commins Township Engineer	732.262.1040
Borough of Caldwell	Tax Map Maintenance	George Librizzi Tax Assessor	973.226.6100
City of Camden	GIS & Tax Map Maintenance	Terri Paglione Tax Assessor	856.757.7150
Carneys Point Township	Tax Map Maintenance	Kathleen Hill, CTA Tax Assessor	856.299.0070
Cherry Hill Township	GIS & Tax Map Maintenance	Michael Raio Tax Assessor	856.488.7899
Deptford Township	GIS Support Township LSRP Special Projects Engineer	Donald Banks Tax Assessor Paul Medany Mayor	856.845.5300
Eagleswood Township	Tax Map Maintenance	Jim Mancini Tax Assessor	609.296.3040
City of East Newark	Tax Map Maintenance	Denis McGuire Tax Assessor	973.481.0627

ASBURY PARK
SPECIAL PROJECTS ENGINEER

Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)

SECTION 3 PAST PERFORMANCE & REFERENCES



CLIENT	POSITION(S)	CONTACT	PHONE
City of East Orange	City Engineer Survey Services	Solomon Steplight City Administrator	973.266.5310
Borough of Eatontown	Tax Map Maintenance Borough Planner Special Projects Engineer	John Gilooly Tax Assessor William Lucia Business Administrator	732.389.7609
Borough of Edgewater	GIS & Tax Map Maintenance	Arthur Carlson, CTA Tax Assessor	201.943.1700
Franklin Borough (Sussex)	GIS & Tax Map Maintenance	Scott Holzhauer Tax Assessor	973.827.9280
Borough of Glen Ridge	Tax Map Maintenance	George Librizzi Tax Assessor	973.748.8400
Town of Hammonton	Town Engineer Town Planner GIS & Tax Map Maintenance	Stephen DiDonato Mayor Mary Joan Wyatt Tax Assessor	609.567.4300
City of Hoboken	GIS & Tax Map Maintenance	Sal Bonaccorsi Tax Assessor	201.420.2023
Borough of Hopatcong	GIS & Tax Map Maintenance	Theresa DePierro Tax Assessor	973.770.1200
Irvington Township	Township Engineer Township LSRP Digital Tax Map	Musa Malik Business Administrator	973.399.8111
City of Jersey City	GIS & Tax Map Maintenance	Eduardo Toloza, CTA Tax Assessor	201.547.4417
Town of Kearny	GIS & Tax Map Maintenance	John Peneda Tax Assessor	201.955.7981
Borough of Lindenwold	GIS & Tax Map Maintenance	Dawn Thompson Business Administrator	856.783.2121
Livingston Township	GIS & Tax Map Maintenance	Lidia Dumytsch, MPA, CTA Tax Assessor	973.992.5000
City of Long Branch	Tax Map Maintenance	John Butow, CTA Tax Assessor	732.571.5658
Borough of Manasquan	Tax Map Maintenance	Robin Palughi Tax Assessor	732.223.2292
Marlboro Township	GIS & Tax Map Maintenance	Renee Frotton Tax Assessor	732.536.0200
Millburn Township	Tax Map Maintenance	Lisa Baratto Tax Assessor	973.564.7081

SECTION 3 PAST PERFORMANCE & REFERENCES



Montclair Township	Tax Map Maintenance	George Librizzi Tax Assessor	973.509.4920
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ASBURY PARK
SPECIAL PROJECTS ENGINEER

Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)

SECTION 3 PAST PERFORMANCE & REFERENCES



CLIENT	POSITION(S)	CONTACT	PHONE
City of Neptune	GIS & Tax Map Maintenance	William Fitzpatrick Tax Assessor	732.776.7224
Neptune Township	Engineering Services CADD Services	Philip Huhn Business Administrator	732.988.5200
	Tax Map & GIS Maintenance	Bernard Haney Tax Assessor	
Borough of Netcong	Tax Map Maintenance	Ralph Blakeslee Business Administrator	973.347.0252
City of New Brunswick	GIS & Tax Map Maintenance	Philip Duchesneau Tax Assessor	732.745.5011
New Providence Township	Township Engineer Township Planner	Douglas Marvin Business Administrator	908.665.1400
Borough of North Caldwell	Tax Map Support	George Librizzi Tax Assessor	973.228.6410
North Bergen Township	Digital Tax Maps	Christopher Pianese Administrator	201.394.2810
North Brunswick Township	GIS & Tax Map Maintenance	Diane Walker Tax Assessor	732.247.0922
Borough of Oakland	GIS & Tax Map Maintenance	Scott Holzhauer Tax Assessor	201.337.8111
City of Ocean City (Cape May)	GIS & Tax Map Maintenance		609.399.6111
Ocean Township (Monmouth)	GIS & Tax Map Maintenance	Jacob Neiman Tax Assessor	732.531.5000
City of Paterson	GIS & Tax Map Maintenance	Rich Marra Tax Assessor	973.321.1380
Borough of Park Ridge	GIS & Tax Map Maintenance	Robert Campora Tax Assessor	201.822.3144
Pemberton Township	Township Engineer Tax Map Maintenance	David Patriarca Mayor	609.894.3304
		Maureen Francis Tax Assessor	
City of Plainfield	Environmental Services	Wayne Clark Business Administrator	908.753.3310
Rockaway Township	Tax Map Maintenance	Mark Burek Tax Assessor	973.983.2819

SECTION 3 PAST PERFORMANCE & REFERENCES



CLIENT	POSITION(S)	CONTACT	PHONE
Robbinsville Township	Capital Projects Engineer Township Planner Planning Board Engineer Zoning Board Engineer Redevelopment Planner	Joy Tozzi Business Administrator	609.259.3600
Borough of Rutherford	GIS & Tax Map Maintenance	Denis McGuire Tax Assessor	201.460.3000
Borough of South Toms River	Special Projects Engineer	Joseph Kostecki Borough Administrator	732.349.0403
Toms River Township	Engineer Pool Inspection Pool	Donald Guardian Township Administrator	732.341.1000
City of Trenton	GIS & Tax Map Maintenance	Kevin Maloney Tax Assessor	609.989.3291
City of Union City	GIS & Tax Map Maintenance	Sal Bonaccorsi Tax Assessor	201.348.5725
Upper Township	GIS & Tax Map Maintenance	Megan MacAfee, CTA Tax Assessor	609.628.4426
Verona Township	Tax Map Maintenance	George Librizzi Tax Assessor	973.857.4837
Vernon Township (Sussex County)	Tax Map Maintenance	Jack Flood Vice President	732.563.2220
City of Vineland	City Engineer Services Environmental Engineer Services	Robert Dickenson, Jr. Business Administrator	856.794.4000
Winslow Township	Planning Board Engineer	Joseph Gallagher, MPA Township Administrator	609.567.0700
Woolwich Township	GIS & Tax Map Maintenance	Kim Jaworski Tax Collector	856.467.2666

OTHER ENTITIES

CLIENT	POSITION(S)	CONTACT	PHONE
Burlington County Bridge Commission	Engineer Pool	Joseph Brickley, PE County Engineer	856.829.1900
Red Bank Redevelopment Agency	Redevelopment Engineer Redevelopment Planner	Ziad Shehady Business Administrator	732.530.2777
Winslow Township Fire District	Special Projects Engineer	Lorraine Azzarano, CPA Business Manager	609.561.4225
Manchester BOE	LSRP	Betty McCrae Administration	732.350.5900

SECTION 3 PAST PERFORMANCE & REFERENCES



NJ AUTHORITIES

CLIENT	POSITION(S)	CONTACT	PHONE
Brick Township MUA	Consulting Engineer Alternate Engineer	Stephen Specht, PE Authority Engineer	732.458.7000
Casino Reinvestment Development Authority (CRDA)	Civil & Survey Civil & Planner Structural Engineer	Thomas Meehan Director of Planning	609.347.0500
Cumberland County Improvement Authority	Engineer Services Environmental Services Planning Services	Gerald Velazquez, III President / CEO	856.825.3700
Deptford Township MUA	LSRP	Robert Hatalovsky Executive Director	856.415.1111

SECTION 4 COST & FEES



2022 HOURLY BILLING RATE SCHEDULE

TITLE	BILLING RATE
Associate	\$135.00 - \$150.00
Senior Project Manager / Senior Professional	\$125.00 - \$135.00
Project Manager / Professional	\$115.00 - \$125.00
Staff / Assistant	\$95.00 - \$115.00
Senior Technical	\$75.00 - \$95.00
Technical	\$65.00 - \$85.00
Technical Assistant	\$45.00 - \$65.00

ADDITIONAL (IF-NEEDED)

TITLE	BILLING RATE
Principal	\$175.00
Vice President	\$145.00 - \$160.00
Licensed Site Remediation Professional (LSRP)	\$165.00
Survey Crew (2-Person)	\$145.00
Survey Crew (1-Person)	\$110.00
Permitting Specialist	\$130.00
Programmer (IT)	\$135.00
Project Administrator	\$135.00
Public Affairs	\$120.00

Miscellaneous charges including, but not limited to preparing copies, prints, mailings, etc., may be billed as direct costs.

Reproduction Square foot rate subject to type of reproduction

Special Mailings/Delivery ... Rates subject to priority, weight, and distance

Other Direct Costs Cost + 15% to include, but not limited to, subcontractors, supplies, and other materials

SECTION 5 FORMS, LICENSES, & CERTIFICATIONS



- Acknowledgement of Receipt of Addenda
- Mandatory Equal Employment Opportunity Language
- New Jersey Anti-Discrimination
- Americans with Disabilities Act of 1990 Language
- Stockholder Disclosure Certification
- Statement of Ownership
- Proof of Business Registration
- Disclosure of Investment Activities in Iran
- Election Contributions Disclosure Notification Form
- Non-Collusion Affidavit
- W-9 Form
- Political Contributions Disclosure Form
- Sworn Statement by Professional Services Provider
- Ethics Statement

City of Asbury Park
PROPOSAL DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Acknowledgment of Receipt of Addenda	
☒	Mandatory Affirmative Action Language	
☒	New Jersey Anti-Discrimination	
☒	Americans with Disabilities Act of 1990 Language	
☒	Stockholder Disclosure Certification Statement of Ownership	
☒	Proof of Business Registration	
☒	Disclosure of Investment Activities in Iran	
☒	Election Contributions Disclosure Notification Form	
☒	Non-Collusion Affidavit	
☒	W-9 Form	
☒	Political Contributions Disclosure Form	
☒	Sworn Statement by Professional Services Provider	
☒	Ethics Statement	

Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: 

Acknowledged for: ARH Associates, Inc.
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Richard Rehmann
(Print or Type)

Title: President

Date: November 18th, 2021

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
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 or sex. Except with respect to affectional or sexual orientation, 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 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 for the 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 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: ARH Associates, Inc.

SIGNATURE: 

PRINT NAME: Richard Rehmann

TITLE: President

DATE: November 18th, 2021

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

Signature



AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature



STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: ARH Associates, Inc.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|--|--|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☐ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☒ Subchapter S Corporation | ☐ Non-Profit | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: See attached sheet

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

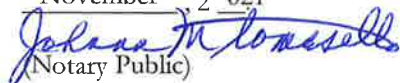
Name: _____

Name: _____

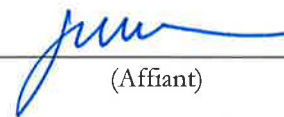
Home Address: _____

Home Address: _____

Subscribed and sworn before me this 18 day of
November, 2 021


 (Notary Public)

My Commission expires: 10/31/23


 (Affiant)

Richard Rehmann, President
 (Print name & title of affiant)

(Corporate Seal)

JOHNNA M. TOMASELLO
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 10/31/2023

OWNERSHIP DISCLOSURE

Adams, Rehmann & Heggan Associates, Inc.

Name	Home Address	Office	% Ownership	Date of Birth
Chris R. Rehmann	150 Golden Eagle Drive Hammonton, NJ 08037	Chairman of the Board	20%	06/22/1940
Richard S. Rehmann	875 Central Avenue Hammonton, NJ 08037	President	55%	12/31/1969
Richard A. Heggan	9 Moss View Lane Hammonton, NJ 08037	Vice President	15%	09/06/1946
Robert R. Heggan	10 Spruce Drive Medford, NJ 08055	Vice President	10%	05/02/1941

NJ BUSINESS REGISTRATION CERTIFICATION

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 282 TRENTON, N.J. 08646-0282
TAXPAYER NAME: ADAMS, REHMANN AND HEGGAN ASSOCIATES, IN	TRADE NAME: CIVIL SOLUTIONS	
ADDRESS: 215 BELLEVUE AVE. PBX 579 HAMMONTON NJ 08037-2018	SEQUENCE NUMBER: 0066374	
EFFECTIVE DATE: 07/09/74	ISSUANCE DATE: 10/06/16	
 Director New Jersey Division of Revenue		
FORM BRG		

Disclosure of Investment Activities in Iran

Bidder Name: ARH Associates, Inc.

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:

X

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

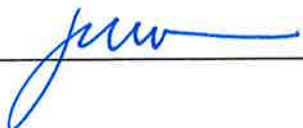
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the *<name of contracting unit>* is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the *<reference to contracting unit>* to notify the *<reference to contracting unit>* in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the *<name of contracting unit>* and that the *<reference to contracting unit>* at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Richard Rehmann

Title: President

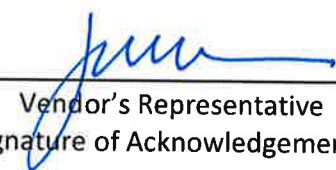
Signature: 

Date: November 18th, 2021

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27**, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Vendor's Representative
Signature of Acknowledgement

November 19th, 2021
Date of Acknowledgement

Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Atlantic

ss:

I, Richard Rehmann residing in Hammonton
(name of municipality) (name of affiant)
 in the County of Atlantic and State of New Jersey
of full age, being duly sworn according to law on my oath depose
and say that:

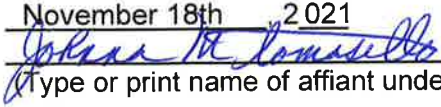
I am President of the firm of
(Title or position) (Name of firm)

ARH Associates, Inc. the bidder making this Proposal for the bid
 entitled Special Projects Engineer, and that I executed the said proposal with
(title of bid proposal)
 full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
 participated in any collusion, or otherwise taken any action in restraint of free, competitive
 bidding in connection with the above named project; and that all statements contained in said
 proposal and in this affidavit are true and correct, and made with full knowledge that the
Asbury Park relies upon the truth of the statements
 contained in said Proposal
(name of contracting unit)
 and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
 secure such contract upon an agreement or understanding for a commission, percentage,
 brokerage, or contingent fee, except bona fide employees or bona fide established
 commercial or selling agencies maintained by
ARH Associates, Inc.

Subscribed and sworn to

before me this day


 Signature
November 18th 2021

 (Type or print name of affiant under signature)
Notary public of New JerseyMy Commission expires 10/31/23

(Seal)

JOHNNA M. TOMASELLO
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 10/31/2023

W-9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Adams, Rehmann & Heggan Assoc., Inc.

2 Business name/disregarded entity name, if different from above
ARH Associates

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
215 Bellevue Avenue (PO Box 579)

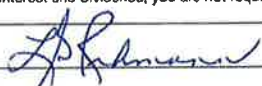
6 City, state, and ZIP code
Hammonton, NJ 08037

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
____ - ____ - ____
or
Employer identification number
2 2 - 2 0 4 9 6 2 3

Part II Certification
Under penalties of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 10/24/17

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
 • Form 1099-INT (interest earned or paid)
 • Form 1099-DIV (dividends, including those from stocks or mutual funds)
 • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 • Form 1099-S (proceeds from real estate transactions)
 • Form 1099-K (merchant card and third party network transactions)
 • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 • Form 1099-C (canceled debt)
 • Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
 By signing the filled-out form, you:
 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	ARH Associates, Inc.		
Address:	215 Belevue Avenue, PO Box 579		
City:	Hammonton	State:	NJ Zip: 08037

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____

Richard Rehmann
Printed Name

President
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

Asbury Park
Political Contributions Disclosure

Date	Account Name	Amount
1/29/21	Triggiano and Yassin for Red Bank Borough Council	\$600
4/16/21	DiRocco for Commissioner	\$1,000
6/4/21	Friends for Tom Arnone for Commissioner	\$750
8/20/21	Maureen Raisch for County Surrogate	\$1,000
8/27/21	Gopal for Senate	\$2,600

All of these contributions were made by:
Adams, Rehmann & Heggan Associates, Inc.
215 Bellevue Avenue
Hammonton, NJ 08037

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the City of Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that my family, my firm or I has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

ARH Associates, Inc.

Firm's Name

Signature

Richard Rehmann

Print Name

President

Title

Subscribed and sworn to before me this

18 day of November, 20 21.



Notary Public

JOHNNA M. TOMASELLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/31/2023

Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)



Richard Rehmann, PE, CME, PP, PLS
Chris Rehmann, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

ARH Associates, Inc. has no pending or active violations against them.

Attachment: ARH Associates (2022-51 : ARH Special Projects Engineer Appointment 2022)

ARH Associates

Corporate Headquarters – 215 Bellevue Avenue – PO Box 579 – Hammonton, NJ 08037 – 609.561.0482 – fax 609.567.8909
Bloomfield Office – 2 Broad Street – Suite 602 – Bloomfield, NJ 07003 – 973.337.8562 – fax 973.337.8974

www.arh-us.com

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification **4250**

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-APR-2020** to **15-APR-2023**

ADAMS, REHMANN & HEGGAN ASSOC/CIVIL SOLUTIONS
215 BELLEVUE AVE.
HAMMONTON NJ 08037 2019



ELIZABETH MAHER MUOIO
State Treasurer

CERTIFICATE OF AUTHORIZATION

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey New Jersey Office of the Attorney General Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

ADAMS, REHMANN & HEGGAN ASSOC. INC.
CHRIS R REHMANN
215 Bellevue Ave
PBX 579
Hammonton NJ 08037

FOR PRACTICE IN NEW JERSEY AS A(N): Certificate of Authorization

Engineering & Land Surveying

08/28/2020 TO 08/31/2022
VALID

24GA27973300
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

Paul Rodriguez
ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors
HAS LICENSED
ADAMS, REHMANN & HEGGAN ASSOC. INC.
Certificate of Authorization
Engineering & Land Surveying

08/28/2020 TO 08/31/2022
VALID

24GA27973300
License/Registration/Certificate #

SIGNATURE

Paul Rodriguez
ACTING DIRECTOR

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:

Board of Prof. Engineers & Land Survey
P.O. Box 48015
Newark, NJ 07101

PLEASE DETACH HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/18/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT Aon Risk Services, Inc of Florida NAME: PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514 EMAIL ADDRESS: ADP.COI.Center@Aon.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : New Hampshire Ins Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED ADP TotalSource DE IV, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F Adams Rehmann & Heggan Assoc Inc. DBA Civil Solutions 215 Bellevue Avenue Hammonton, NJ 08037		NAIC # 23841

COVERAGES

CERTIFICATE NUMBER: 3209013

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEC ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC 027127024 NJ	07/01/20	07/01/21	☒ PER STATUTE ☐ OTH-ER	E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All worksite employees working for ADAMS REHMANN & HEGGAN ASSOC INC. DBA CIVIL SOLUTIONS, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made this 7 day of ^{November}~~September~~, 2021, by and between the City of Asbury Park (the "City"), One Municipal Plaza, Asbury Park New Jersey 07712, a municipal corporation of the State of New Jersey, hereinafter "City", and De Simone Consulting Engineers, 140 Broadway, 25th Floor, New York, NY 10005, (hereinafter "Consulting Engineer").

WHEREAS, the Consulting Engineer has submitted a proposal dated July 13, 2021 to the City for The City of Asbury Park – Owner's Representative Services related to structural evaluations of residential and commercial high-rise buildings, and the proposal, including fees, are satisfactory to the City, and are set forth herein; and

WHEREAS, a copy of the proposal is attached hereto Exhibit "D".

NOW, THEREFORE, WITNESSETH THIS AGREEMENT: That for and in consideration of the mutual covenants and promises between the parties thereto, it is hereby agreed that:

I. APPOINTMENT; EXTENT OF SERVICES

The City of Asbury Park hereby appoints the Consulting Engineer to perform the services referenced in the proposal attached hereto as Exhibit "D", which is incorporated herein by reference.

II. STATUS OF ASSOCIATES, EMPLOYEES AND ASSOCIATED FIRM

1) The Engineer, when engaged in the performance of engineering duties and services as Consulting Engineer related to any duty or responsibility imposed on the Engineer by any government statute, law, regulation or ordinance (including specifically services described in Part III, 1) hereof), shall be acting as an agent of the City and shall be entitled to all rights, privileges and immunities normally accorded to a Consulting Engineer by virtue of the Engineer's status as an agent of the City, except that Consulting Engineer shall not be construed as an "insured person" for purposes of any of the policies of insurance maintained by the City, including by way of example only, Workers Compensation, General Liability, Automobile Liability, Professional Liability, etc, it being understood that Consulting Engineer will at all times maintain its own policies of insurance.

2) The City authorizes the Consulting Engineer to secure any and all professional, technical and non-technical staff, which may from time to time be necessary in the performance of the services authorized. It is agreed and understood that services will be provided and certain functions will be performed on behalf of the City, pursuant to the terms of this proposal, by employees of the Consulting Engineer's associated firm, De Simone Consulting Engineers.

3) The professional, technical and non-technical staff referred to in subpart 2 hereof, when they are engaged in the performance of engineering duties and services referred to in Part III, 1) hereof, on behalf of the City, shall be considered as of the City (to the extent permitted by law, recognizing that Consulting Engineer and the members of their associated firm, is (are) in certain circumstances, independent contractors) so long as they act under the direct supervision

and control and in furtherance of the specified duties and responsibilities of the Consulting Engineer outlined in part III, 1) hereof.

III. ENGINEERING SERVICES TO BE PROVIDED

1) Related to Duties and Responsibilities imposed on a Consulting Engineer by Statute, Law, Regulations or Ordinance:

a. Structural Evaluations

As outlined in Exhibit "D" attached to this agreement, Professional services of the Consulting Engineer will include structural evaluations of multiple residential and commercial high-rise buildings.

2) Services shall only be provided pursuant to the direction and authorization of the City.

IV. CONSULTING ENGINEER'S RESPONSIBILITIES

1) To provide, with the usual thoroughness and completeness of the profession, professional services noted and set forth in Part III above. No warranty or representation, either expressed or implied, is included or intended.

2) To stand ready to explain and defend, under the terms and for the compensation hereinafter mentioned, all services provided.

3) To provide, at the request of the City, such supplementary proposals as may be requested.

4) To arrange for the City to examine all payroll and cost records relating to the services provided.

5) To advise the City of any apparent discrepancies in any plans or documents, or any observed errors in construction or of the Consulting Engineer's inability for any reason whatsoever to provide services requested.

6) To obtain the services of sub-contractors or sub-professionals as required and/or ordered by the City for the compensation provided herein.

V. CITY'S RESPONSIBILITIES

1) To provide the Consulting Engineer with full information as to the City's requirements and with full access to the site of the work of any proposed project, including responsibility to provide such legal action as may be required to assure access of the Consulting Engineer to the site of the work.

2) To designate a person to act as the "City Representative" with respect to the work to be performed, such individual to have full authority to act for the City in regard to requesting

and/or authorizing the services of the Consulting Engineer. Unless otherwise designated by action of the City Council, such person shall be the City Manager.

3) To confirm that funds are available to pay for the services requested and/or authorized and to provide the Consulting Engineer with a certificate of availability of funds when requested.

4) To provide the Consulting Engineer with reasonable notice when the City will require the Consulting Engineer to be present at any meeting or to specifically initiate any of the services outlined in this Proposal.

5) To request any supplementary proposals required.

6) To secure and provide for the Consulting Engineer's use, at the expense of the City, such property, deed and Tax Map information as may be in the possession of the City and to secure and provide for the Consulting Engineer's use such title information, concerning parcels of property to be acquired in connection with any project, as a search of the property, to be conducted by a person designated and paid by the City, will disclose.

VI. PAYMENT FOR SERVICES

1) All services outlined in Part III will be compensated in accordance with the compensation section of the letter of transmittal/scope of services in Exhibit "D", attached to this agreement. The Consulting Engineer is authorized to exceed the budgeted cost of \$17,500 to complete the scope of work as defined in Exhibit "D".

2) Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due when rendered.

3) For the purpose of this Agreement, the phrase "personnel employed by the Consulting Engineer's associated firm" shall mean all employees of every nature and classification employed directly in providing the services required.

VII. PERIOD OF SERVICE AND TERMINATION

1) This Agreement may be terminated by either party upon thirty (30) days advance written notice, with or without cause. If such termination occurs, the Consulting Engineer shall be entitled to compensation for all services rendered prior to the effective date of the termination according to the provisions of Part VI herein.

2) Unless terminated by act of law or God, or as provided in Part II-1 or VII-1, this Agreement shall remain in force and shall be binding upon the Consulting Engineer, the City and their heirs, successors and assigns until the scope of work described herein is completed. Any design type projects underway at the time of the Consulting Engineer's termination shall be completed by the Consulting Engineer or associated firm unless the City specifically directs otherwise; in such case the Consulting Engineer shall be compensated as set forth in Part VI, 1).

3) This Agreement covers the time period from the date of its execution through the completion of the services specified in Exhibit "D", or June 30, 2022, whichever occurs sooner.

VIII. OWNERSHIP & REUSE OF DOCUMENTS

1) Ownership of Documents

All plans, specifications, reports and other documents ordered by the City and submitted to the City shall remain the property of the City for use by the City in current or future programs. Unless the City directs otherwise, the Consulting Engineer shall provide one (1) reproducible record set of all project drawings and one (1) set of signed and sealed prints. All shall be billed as herein provided. At the completion of work or in the event of termination, all work sheets and internal office communications of the Consulting Engineer, including drawings, sketches, calculations, field notes and memoranda are and remain the property of the Consulting Engineer, as instruments of their service. The City, at its expense, may obtain reproducible record prints of any sketches or drawings and copies of any and all documents. The Consulting Engineer will provide the City, or its representatives, access to their files during normal working hours for the purpose of determining the extent of necessary duplication. Except for the purpose described above, the Consulting Engineer and their associated firm assert their exclusive copyright concerning all documents submitted to the City.

2) Reuse of Documents

All documents including drawings and specifications prepared by the Consulting Engineer pursuant to this Agreement are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Consulting Engineer for the specific purpose intended will be at the City's sole risk, with no liability or legal exposure to Consulting Engineer; and the City shall indemnify and hold harmless Consulting Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consulting Engineer to further compensation at rates to be agreed upon by the City and Consulting Engineer.

IX. CITY REQUIREMENTS

The Consulting Engineer will conform to the State of New Jersey requirements, Exhibits "A" through "C" inclusive, and are attached hereto and made a part hereof.

X. SEVERABILITY

If any provision of this Agreement is held unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not render any other provision of this Agreement unenforceable.

XI. AUTHORIZATION OF AGREEMENT

This Agreement has been authorized by emergency declaration pursuant to N.J.A.C. 40A:11-6 by the Deputy City Manager, serving in the capacity as Acting City Manager on July 14, 2021. A

Resolution shall be adopted at the regular meeting of the City Council of the City of Asbury Park held on the 28th day of July 2021 to memorialize the Agreement.

XII. GOVERNING LAW

This Agreement shall be governed and interpreted under the Laws of the State of New Jersey. Any litigation arising in any way from this Agreement shall be brought in the State of New Jersey or Federal Courts of the State of New Jersey.

XIII. POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to the Consulting Engineer and the Consulting Engineer's firm, De Simone Consulting Engineers, based on the merits and abilities of the Consulting Engineer's firm to provide the goods or services as described herein. As such, the undersigned does hereby attest that the Consulting Engineer's firm, De Simone Consulting Engineers, its subsidiaries, assigns or principals controlling in excess of ten percent (10%) of the company, has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16 in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect is eligibility to perform this contact, nor will it make a reportable contribution during the term of the contact to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person servicing in an elective public office of that municipality when the contract is awarded.

XIV: INSURANCE AND INDEMNIFICATION

A.) **Insurance:** At all times during the Term of this Agreement, Consulting Engineer shall procure and maintain policies of insurance as follows:

1. Comprehensive General Liability ("CGL") with limits of not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Automobile Liability ("AL") with limits of not be less than \$1,000,000 combined single limit.
3. Professional Liability (Errors and Omissions) with limits of not be less than \$3,000,000 per claim and in the aggregate.
4. Workers Compensation: Statutory
5. Employers Liability ("EPLI" with limits of not be less than \$1,000,000 each accident.
6. Umbrella coverage of \$5,000,000 in excess of the coverage limits provided under Paragraphs XIV (A) 1,2,3 and 5

Within 10 days of full execution of this Agreement, Consulting Engineer shall provide the City with Certificates of Insurance ("COIs") demonstrating the foregoing policies of insurance are in effect during the term of the services provided hereunder. The COIs for the CGL, AL and EPLI policies shall name the "City of Asbury Park, its officials and employees, volunteers, and agents" as additional insureds and shall indicate that said policies are primary and shall include a waiver of subrogation as to the City and its carriers. Consulting Engineer will provide the City with ten (10) days written notice prior to any cancellation or material alteration of the foregoing policies.

- B.) **Indemnification:** To the extent of the availability of insurance coverage provided to the City through the policies set forth Paragraph XIV (A) above, Consulting Engineer shall indemnify, defend and hold harmless the City of Asbury Park, its officials, employees, contractors, volunteers, agents and insurers, from and against all third party claims to the extent same arise out of or from the negligent or intentionally wrongful acts or omissions of Consulting Engineer, its agents, contractors, successors and assigns (the "Consulting Engineer Indemnity"). The Consulting Engineer Indemnity shall extend to any self-insured retention or deductible applicable to any of the policies provided in Paragraph XIV (A) above, however said Consulting Engineer Indemnity shall not include (i) any indirect, special, punitive, incidental or consequential damages, whatsoever (including, without limitation, lost profits or interruption of business) arising out of or related to the services provided under this Agreement, nor shall any officer, director, shareholder, partner, principal, member, owner or other representative of Consulting Engineer have any personal liability under the Agreement or otherwise in connection with the services provided under the Agreement (unless said liability is provided by applicable law for actions taken outside the scope of their corporate duties) and the City hereby waives any and all claims hereunder against such parties, (ii) damages related to any delays in services required under this Agreement to the extent same are the direct result of labor strikes, acts of war or governmental intervention, riots or extraordinary weather conditions or matters beyond the control of Consulting Engineer, or (iii) any claims based upon a breach of this Agreement, which claims, while available to the City, will nonetheless not be included within the scope of the Consulting Engineer Indemnity. Subject to the Limitations of Liability set forth in Paragraph XIV (C) below, the City shall indemnify, defend and hold harmless Consulting Engineer (the "City Indemnity") from and against all third party losses and claims to the extent same arise out of or from the negligent or intentionally wrongful acts or omissions of the City, employees, contractors, volunteers or agents, however the City Indemnity shall not include (iv) any indirect, special, punitive, incidental or consequential damages whatsoever (including, without limitation, lost profits or interruption of business) arising out of or related to the services provided under this Agreement, nor shall any elected official, employee, volunteer or other agent or representative of the City have any personal liability under the Agreement or otherwise in connection with the services provided under the Agreement (unless said liability is provided by applicable law for actions taken outside the scope of their municipal duties) and the Consulting Engineer hereby waives any and all claims hereunder against such parties, (v) damages related to any delays in services required under this Agreement to the extent same are the direct result of labor strikes, acts of war or governmental intervention, riots or extraordinary weather conditions or matters beyond the control of the City, or (vi) any claims based upon a breach of this Agreement, which claims, while available to the Consulting Engineer, will nonetheless not be included within the scope of the City Indemnity.
- C.) **Limitation of Liability.** To the fullest extent permitted by law, the total cumulative liability of Consulting Engineer for any and all claims arising out of or in any way related to the services provided under this Agreement or the project from any cause whatsoever, including, without limitation, Consulting Engineer's alleged negligence or other wrongful conduct, strict liability, breach of contract or indemnity shall not exceed the greater of \$750,000, or the available proceeds of Consulting Engineer's insurance. However, under no

circumstances shall Consulting Engineer be liable for any indirect, special, punitive, incidental or consequential damages, whatsoever (including, without limitation, lost profits or interruption of business) arising out of or related to the services provided under this Agreement, nor shall any officer, director, shareholder, partner, principal, member, owner or other representative of Consulting Engineer have any personal liability under the Agreement or otherwise in connection with the services provided under the Agreement (unless said liability is provided by applicable law for actions taken outside the scope of their corporate duties) and the City hereby waives any and all claims hereunder against such parties. The City Indemnity shall be capped at \$750,000 for all indemnified claims arising under this Agreement. However, under no circumstances shall the City be liable for any indirect, special, punitive, incidental or consequential damages whatsoever (including, without limitation, lost profits or interruption of business) arising out of or related to the services provided under this Agreement, nor shall any elected official, employee, volunteer or other agent or representative of the City have any personal liability under the Agreement or otherwise in connection with the services provided under the Agreement (unless said liability is provided by applicable law for actions taken outside the scope of their municipal duties) and the Consulting Engineer hereby waives any and all claims hereunder against such parties.

XVI. DISPUTE RESOLUTION

The City and Consulting Engineer agree that they shall submit any and all unsettled claims, counterclaims, and other unresolved disputes to non-binding mediation, where each party shall pay its own costs and fifty percent (50%) of the mediator's fees. Any and all claims and / or causes of action between the Parties arising out of or relating to this Agreement may be brought by either Party within eight (8) years of substantial completion of the Project or termination of this Agreement, whichever is sooner.

XVII. NOTICES

All notices required or permitted hereunder shall be in writing addressed to the respective Parties as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid.

XVIII. SEVERABILITY

If any provision contained herein is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of this Agreement unenforceable.

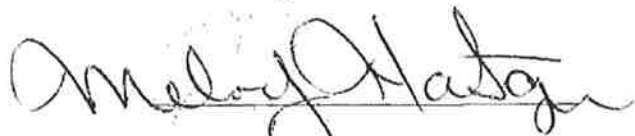
XIX. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by e-mail or facsimile transmission.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement. Any amendments to the Agreement must be set forth in writing and signed by the respective parties in order to be binding.

WITNESS:



Melody Hartsgrove
City Clerk

CITY OF ASBURY PARK



John Moor, Mayor

DE SIMONE CONSULTING ENGINEERS

WITNESS:



Borys Hayda
Managing Principal



Brian Hanifin
Managing Director – Risk Management and Forensics

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, 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, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Contractor or contracting officer, advising the labor union of the consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant, 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 agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor 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 Contractor which engages in direct or indirect discriminatory practices.

The Contractor 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 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 consultant, 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 Contractor through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Contractor 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.**

DeSimone Consulting Engineering D.P.C. (Firm's Name)

By: Brian P. Hanifin (signature)
 Brian Hanifin (print name)
 Managing Director – Risk (title)
 Management and Forensics

Dated: 11.01.2021

EXHIBIT "B"

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion
(A.A. 302-Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No X
2. Do you have a State Certificate of Employee Information Report Approval?
Yes X No _____

You shall submit a photostatic copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

_____ (Firm's Name)

By: _____ (signature)
 _____ (print name)
 _____ (title)

Dated: _____

Certification 65054

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

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-SEP-2021** to **15-SEP-2024**

DESIMONE CONSULTING ENGINEERING DPC
140 BROADWAY 25TH FL
NEW YORK NY 10005



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

EXHIBIT "C"
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants and employees, the City shall expeditiously forward or have forwarded to the City every demand, complaint, notice, summons, pleading or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the Contractor assumes no obligation to indemnify or save harmless the consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the consultant's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Contractor from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

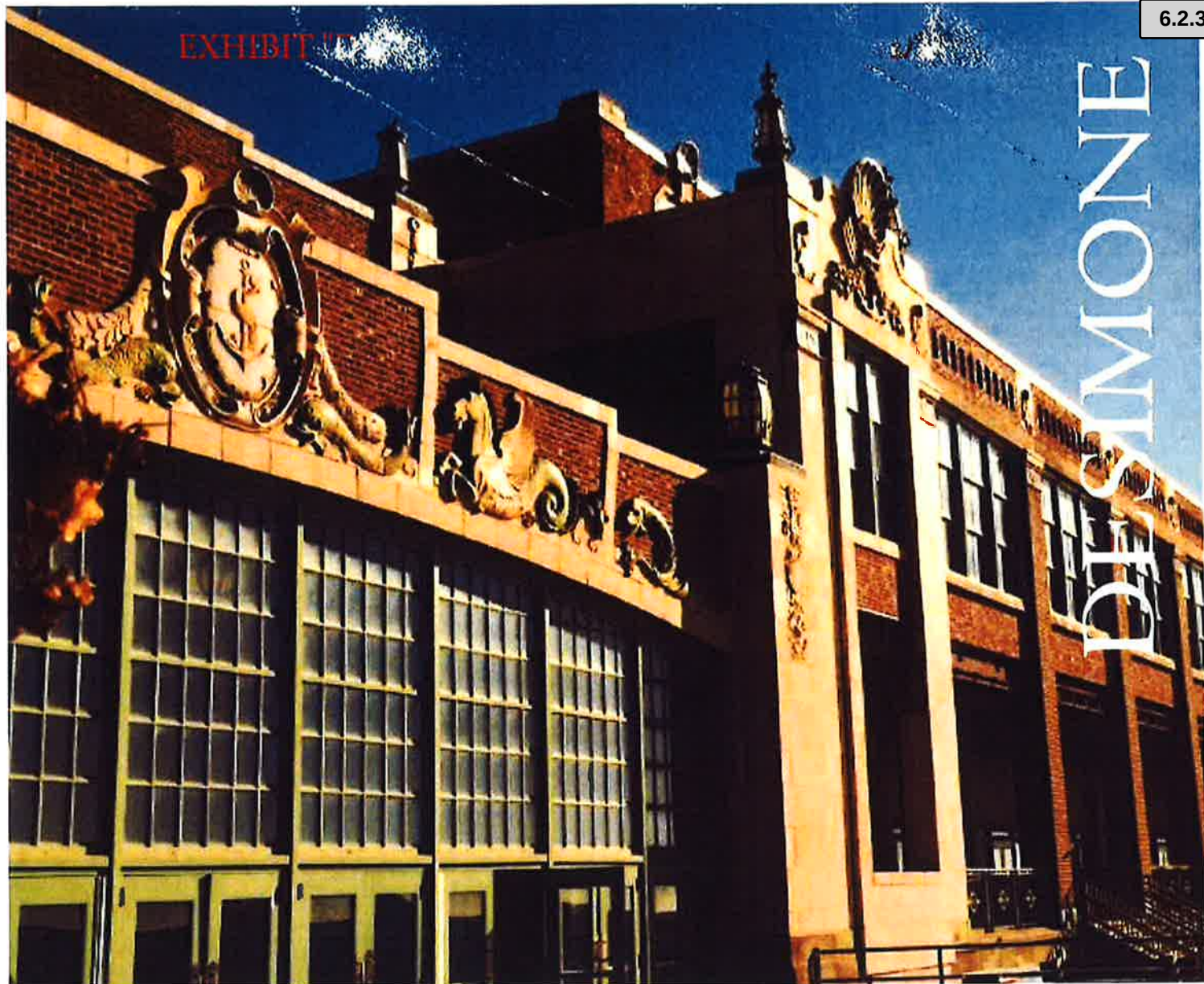
DeSimone Consulting Engineering D.P.C. (Firm's Name)

By: Brian P. Hanifin (signature)
 Brian Hanifin (print name)
 Managing Director – Risk Management (title)
 and Forensics

Dated: 11.01.2021

Attachment: Executed Agreement[FIRM_7461944v1] (2022-52 : DeSimone Special Project Engineer Appointment 2022)

EXHIBIT D



THE CITY OF ASBURY PARK REPRESENTATIVE SERVICES

DeSimone Fee Proposal and Qualifications
Proposal Number P210795.00
July 13, 2021

DESIMONE

Via email: JHarzold@tandmassociates.com

July 13, 2021

Donna M. Vieiro, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

Re: The City of Asbury Park – Owner's Representative Services
DeSimone Proposal No. P210795.00

Ms. Vieiro,

Thank you for your interest in retaining DeSimone Consulting Engineers (DeSimone) to provide services related to the above-referenced project. This letter presents our current understanding of the scope of services sought and terms of the engagement.

1. PROJECT DESCRIPTION

Our understanding is that the City of Asbury Park is seeking assistance and guidance during the structural evaluations of multiple residential and commercial high-rise buildings. Currently, the City is most concentrated on the following properties:

- Convention Hall Complex – 1300 Ocean Avenue, Asbury Park, NJ 07712
 - Convention Hall
 - Grand Arcade
 - Paramount Theatre
- Munroe Towers Apartments – 610 Sewall Ave, Asbury Park, NJ 07712

2. SCOPE OF SERVICES

DeSimone understands that the base scope of services for this proposal shall include the following:

- Interactions and Communications with City Officials (Mayor/City Manager/Construction Official/City Engineer) to develop protocols and provide guidance on how to handle existing privately and publicly owned buildings exhibiting signs of structural degradation and deterioration.
- Review and comment on property information to be provided by the City and/or property owners including property data, reports, plans, diagrams, and photographs.
- Provide brief and concise bi-weekly updates to the City Manager regarding each building assigned with any relevant attachments.
- Provide guidance and recommendations on the City's approach and sequence/schedule to issues and concerns regarding each of the buildings.

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- Identify and advise of any issues the City should be aware of and consider based on submitted documents, photographs, field visits, etc. and advise recommended next steps and timeframes.

3. COMPENSATION

We propose to perform an initial Phase 1 consultation on a Time and Expense, not to exceed basis; the anticipated budgeted cost for the scope of services described above is \$17,500. Should the scope of the initial assignment develop into a more comprehensive Phase 2 assignment, then DeSimone will develop an additional proposal for Phase 2. DeSimone shall not engage in additional services without the written authorization.

The personnel anticipated are provided on the organization chart and the applicable rate schedule is provided in Appendix B. The DeSimone Consulting Engineers Standard Terms and Conditions, attached hereto as Appendix A, are incorporated into and made a part of this letter agreement as if fully set forth herein, along with the 2021 Billing Rate Schedule. We will invoice monthly and payment is due within 30 days of receipt of invoice. If invoices should be mailed to an address other than the one above, please provide that information with the signed letter.

I hope that this proposal responds to your needs. If the above is acceptable, please sign on the Agreed and Accepted line below, returning the executed original to us and retaining a copy for your file.

If you have any questions, please feel free to contact me.

DESIMONE CONSULTING ENGINEERS



Brian P. Hanifin
Managing Director – Risk Management and Forensics

AGREED AND ACCEPTED

City of Asbury Park

Date

Print Name

Attachment: Executed Agreement[FIRM_7461944v1] (2022-52 : DeSimone Special Project Engineer Appointment 2022)

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7. CONSTRUCTION MANAGEMENT PLAN
8. VALUE ADDED OPTIONS

APPENDICES

APPENDIX A – Standard Terms and Conditions

APPENDIX B – 2021 Billing Rate Schedule

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01. TRANSMITTAL LETTER/SCOPE OF SERVICES

Attachment: Executed Agreement[FIRM_7461944v1] (2022-52 : DeSimone Special Project Engineer Appointment 2022)

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02. COMPANY INFORMATION

Attachment: Executed Agreement[FIRM_7461944v1] (2022-52 : DeSimone Special Project Engineer Appointment 2022)

DESIMONE

FIRM PROFILE

DeSimone Consulting Engineers provides high-quality structural engineering, facade consulting, and forensic services, in addition to risk management and construction claims consulting for all types of buildings. Known for the highest quality of service, the firm provides each client with personal, dedicated, and inspiring engineering solutions.

Founded in New York City in 1969, the firm is organized to support clients around the country and around the globe with offices in the United States, South America, and the Middle East. To date, DeSimone has designed over 10,000 projects in 44 states and 55 countries. Our project portfolio demonstrates the firm's dedication to pursuing and developing superlative structures. The firm is also consistently listed on Engineering News Record's Top 500 Design Firms.

DeSimone produces extremely efficient designs and is known for creative thinking and for outright innovation. The firm combines cutting edge technology with seasoned experience to provide professional services unmatched in the industry.

DeSimone's approach is process driven, utilizing an open office, collaborative design environment. Technology, communication, and responsiveness are key strengths that facilitate the firm's commitment to exceptional service, and engender the creation of a better-built environment.

FIRM FACTS

- 50th anniversary in 2019
- A multidisciplinary engineering firm
- Headquartered in New York City
- Global branch offices
- 300+ total staff
- 2020 revenue \$48 million USD
2021 revenue \$54 million USD (est.)
- 2020 ENR Top 500 Design Firm
- 600+ awards

The overall organization of our firm is presented in Figure 1 below:

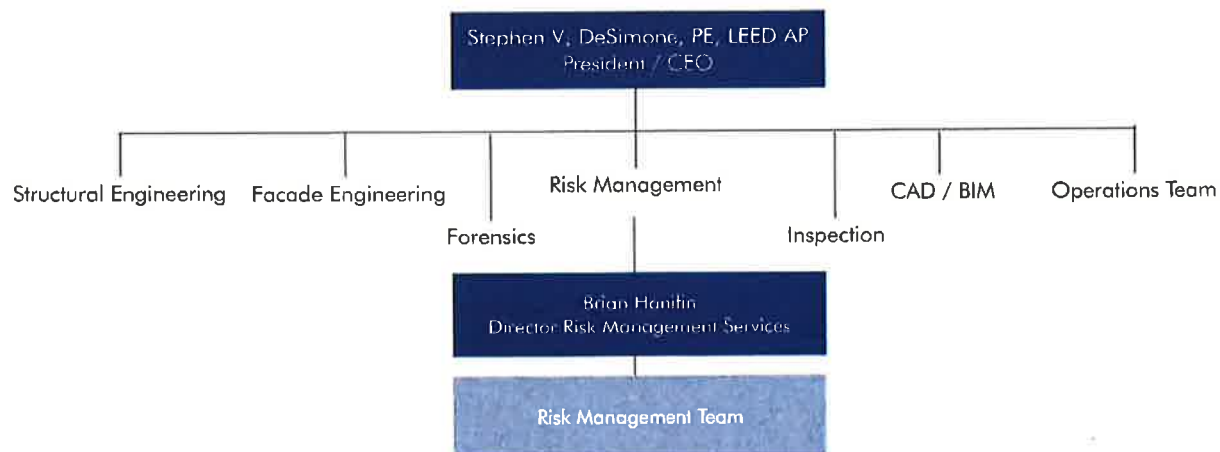


Figure 1. DeSimone's Organization Chart

DESIMONE

SERVICES

Dedicated to the successful execution of program design concepts and the optimization of building systems, DeSimone has designed some of the world's tallest and most recognizable structures. We are dedicated to new challenges, industry advancement, and seek out opportunities that extend our capabilities and distinguish us from our peers. Our breadth of service demonstrates our ongoing commitment to superlative performance-based design.

Our services include:

- Structural Engineering
- Facode Consulting
- Forensics
- Risk Management Services



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RISK MANAGEMENT SERVICES

DeSimone's Risk Management Services team comprises a diverse group of experienced design, construction, and environmental professionals. Together, our experts identify, investigate, mitigate, and manage risks and potential liabilities for project owners, general and specialty contractors, government agencies, financial institutions, legal entities, communities, and other industry stakeholders.

Our construction and environmental risk management team collaborates with DeSimone's design engineers and forensics consultants to identify and deliver end-to-end risk management solutions that support effective decision making. This collaborative, multi-disciplinary approach uniquely enables DeSimone to provide expert risk management services throughout the entire life cycle of a project.

PROJECT ADVISORY SERVICES

Our seasoned construction experts have extensive experience in providing project advisory services for both owners, contractors and insurance/sponsor agencies. Our robust project control services include tracking and reviewing cost and schedule data, including bids, budgets, cost estimates and change orders, and report on both a program level and project level. More importantly, our predictive analytics can assess project status and health, and generate comprehensive dashboard reports and forecasts in real time.

SERVICES INCLUDE:

- Property Condition Assessments
- Project Life-Cycle Planning
- Reserve Assessments
- Cost Estimating
- Pre-Loss Risk Evaluation of Capital Projects and Programs
- Program Management
- Project Oversight
- CPM Scheduling
- Change Management

DISPUTE RESOLUTION SERVICES

- Construction Defects
- Building Envelope Failures
- Standard of Care Assessments
- Critical Path Method (CPM) Schedule Analysis
- Architects and Engineers Errors and Omissions
- Work Site Accident Investigation
- Differing Site Conditions
- Delay & Disruption
- Troubled Project Turnaround



DESIMONE

FORENSICS

DeSimone Consulting Engineers has designed some of the world's most recognizable structures, while integrating a forensics practice of structural, facade, building envelope, MEP, and fire protection experts that have conducted some of the most notable investigations of the last two decades.

Working in tandem with our property loss consulting team, DeSimone's forensics engineers are on the ground immediately after a loss to provide emergency response, assess the damage, and scope repair options and costs for all building components; structural, mechanical, electrical, plumbing, fire protection, and facade and building envelope.

From the complex to the routine, DeSimone's forensics practice is driven by personalized service determined by the unique nature of each assignment. At the heart of our work is the thorough investigation of damage or failure of structures, building systems, and equipment. Our experts also regularly provide legal testimony.

COMPLEX FAILURES AND HURRICANES

DeSimone provides multi-disciplinary teams for the analysis of natural disasters, accidents, and material failures. Our forensic engineering practice is comprised of professionals who possess a wide range of technical skills and experience.

By providing the right team of experts for a particular issue and applying a methodological and scientific approach, DeSimone can quickly and efficiently answer the most critical questions regarding cause and origin, parties responsible, mitigation of damage, and prevention of future occurrences.

DeSimone's staff includes a full range of professionally licensed and certified experts in:

- Forensic Evaluation and Repair Design;
- Structural Engineering;
- Mechanical, Electrical, Plumbing Engineering, and Fire Protection;
- Facade and Building Envelope Design Analysis and Remediation; and/or
- Building Code Requirement Analysis.



DESIMONE

FACADE CONSULTING

From initial concept to full completion, DeSimone's Facade Consulting Group investigates, evaluates, prepares designs solutions, and provides construction administration for exterior building façade components, including roofs, walls, windows/ glazing, and waterproofing.

FACADE SYSTEM ENGINEERING

- Rationalized engineering analysis for Florida Product Approval and Collier County Notice of Acceptance (NoA).
- Hurricane hardening of existing systems by structural integrity assessment, component repair or replacement, and systems coordination.

FACADE SYSTEM ANALYSIS

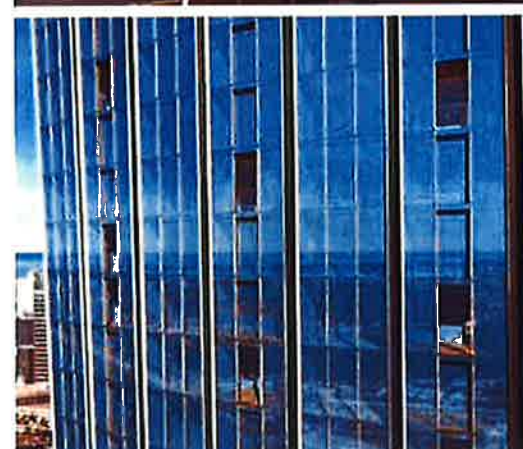
- Thermal and hygrothermal modeling to evaluate heat transfer and condensation risk.
- Daylighting and solar radiation studies to minimize thermal loads and mitigate glare risk.
- Envelope ComCheck analysis and documentation for energy code compliance.

FACADE SYSTEM DOCUMENTATION

- System documentation for Florida Product Approval and Collier County Notice of Acceptance (NoA).

SPECIAL AND THRESHOLD INSPECTIONS

- Provide Special Inspection reports as required by the International Building Code and Authorities Having Jurisdiction, and Quality Control field observation reports for each visit.
- Assist the Architect, Owner and General Contractor in determining the locations of field tests. Observe field testing and provide field test reports.
- Provide an ongoing Open Items list for use by the Owner in resolving non-conforming conditions.



DESIMONE

STRUCTURAL DESIGN

We provide innovative structural design and analysis services to architects, owners, and developers for all types of buildings at all project phases. Dedicated to the successful execution of program design concepts and the optimization of building systems, we have designed some of the tallest and most recognizable structures and have helped our clients realize their vision.

Communication and responsiveness are key strengths that facilitate our commitment to exceptional service and engender the creation of a better-built environment. To date, DeSimone has amassed a diverse portfolio of projects including residential, hospitality, commercial, mixed-use, healthcare, cultural, educational, gaming developments, and more.

STRUCTURAL ENGINEERING SERVICES

- New Building Design
- Renovation/Preservation
- Construction Services
- Base Isolation/Damping Consultation
- LEED/Sustainable Design
- Performance-based Design
- Peer Review
- Value Engineering
- Pre-Purchase/Due Diligence
- Feasibility Studies
- Risk Assessment/Risk Integration



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03. PROJECT TEAM

CURRENT WORKLOAD COMMITMENT

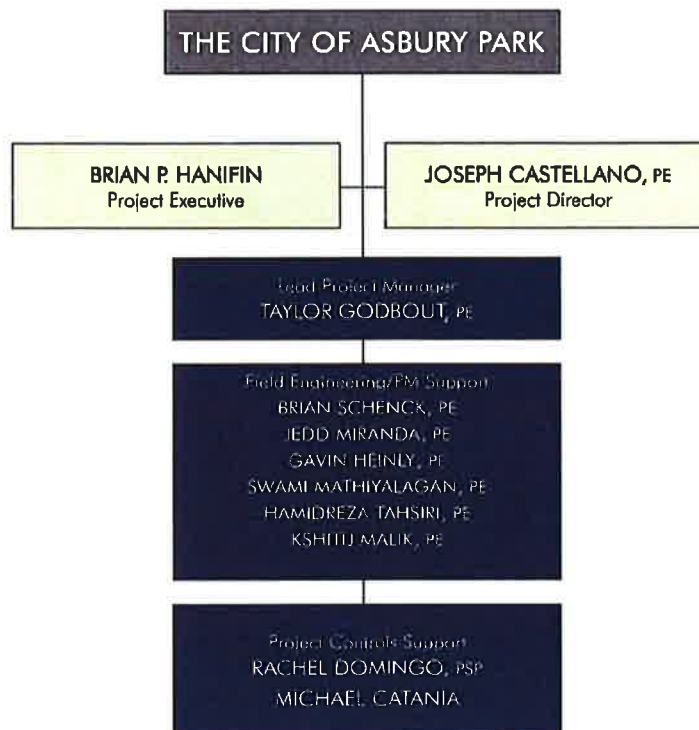
As international leaders and active practitioners, DeSimone's global multi-disciplinary Risk Management and Forensic practice maintains an active backlog of projects throughout the firm. Our proposed project team is ready to begin work, and none of the team's current projects will affect DeSimone's ability to undertake this requirements listed in this RFP. Additionally, all of the resources of DeSimone's New York office are available to the project as necessary. We are confident that we can successfully complete the scope of work for this project within the required time frames.

PROJECT TEAM INVOLVEMENT PHILOSOPHY

Our firm utilizes a practical project approach that relies on Executive involvement and philosophy that stresses "doing more sooner." Project Executive involvement in all aspects is extremely important in that various stages can be developed and tested quickly. The DeSimone team will work very closely with The City's stakeholder team to fully understand the issues driving both projects. It is important for these issues to be addressed within this construction management phase. DeSimone is also committed to "Start to Finish Project Staffing." Therefore the dedicated team for all projects will continue throughout the construction phase. Our philosophy is that the team members who in the preconstruction phases are best suited to resolve any issues that arise in the field during the construction process.

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TEAM ORGANIZATION CHART



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BRIAN P. HANIFIN

Managing Director – Risk Management and Forensics



Brian Hanifin is the Managing Director of the Risk Management and Forensics practice at DeSimone. In this role Brian is responsible for oversight and management of the firm's project advisory and litigation support services.

Mr. Hanifin has more than 30 years of experience planning & overseeing PM/CM Construction projects and construction litigation support service operations. He brings a unique set of skills to the construction process including construction and project management, Critical Path Method (CPM) scheduling/schedule analysis, cost estimating, value engineering and evaluation of large construction claims litigation. Mr. Hanifin also has extensive experience in risk management and construction surety consulting, including assessment and advisory services on portfolios on the verge of, or already in default.

As a recognized expert in the field of construction management, he has testified as an expert witness in the areas of Project Management & CPM Scheduling. He has served as a guest lecturer at industry seminars on matters relating to Value Engineering, CPM Scheduling and Project Management. He has also served as an adjunct professor at Columbia University in NYC teaching Masters Program courses in CPM Scheduling & Project Management.

His role as an industry leader was galvanized in 2004 when his project team received the Construction Management of America (CMAA) National Project Achievement Award for project management excellence in the \$100 Million category. He has also been appointed to the American Arbitration Association's Panel of Arbitrators for the Construction Industry; and served as the National Chairman of the CMAA's Professional Development Committee.

Mr. Hanifin earned his Bachelor of Science degree in Civil Engineering from Drexel University.

PROFESSIONAL AWARDS

2004 National Project Management Achievement Award - CMAA

PROFESSIONAL AFFILIATIONS

- Member, Construction Management Association of America
- Member, American Society of Civil Engineers
- Member, Society of American Value Engineers
- Member, American Arbitration Association - Panel of Arbitrators for the Construction Industry

PROJECT EXPERIENCE

Brooklyn Academy of Music - PM Oversight of Renovations, Brooklyn, NY*

Chevron-Gorgon Downstream Liquefied Natural Gas (LNG) - Standard of Care Assessment, Barrow Island, AUS*

DASNY New Dorm Facility - CPM Scheduling and Project Oversight, SUNY at Albany, NY*

Fort Ord UXO/Munitions Remediation - PM Oversight and Scheduling of Unexploded Ordinance Removals, Monterey, CA*

Malden Mills Industries - Post-loss Assignment Involving Value Engineering and Business Interruption Risk Mitigation Efforts, Lawrence/Methuen, MA*

MSC Cruises Terminal - Provided design-builder representative services, PM advisory, and risk avoidance for an International client during the design and construction of a \$400M new terminal, Miami, FL

Multi School Additions/Renovation Program - CM Oversight for New Elementary School and Alterations at Four Existing Schools, Egg Harbor Township, NJ*

Queens-West Environmental Clean-Up - PM Oversight of Removal of PCB Contaminated Sediment/Soil, Queens, NY*

South Woods State Prison - PM Oversight of Surety Bond Assignment on the 3,000 Inmate Facility, Bridgeton, NJ*

World Trade Center Redevelopment - PM Oversight and Integrity Monitoring Services, New York, NY*

* Projects performed with another firm

DESIMONE

JOSEPH CASTELLANO, PE

Director



Joseph Castellano is a Director in DeSimone's Risk Management Services practice. He has held leadership positions in the construction and insurance industries. As a construction professional and licensed Professional Engineer, Mr. Castellano's work has focused on construction advisory, forensic insurance and contract claims, and litigation advisory services to public and private clients.

He has been engaged to resolve some of the largest and most complex contract and insurance claims, schedule delay evaluations, and business disputes such as those resulting from natural disasters, subcontractor defaults, and contractual issues.

Mr. Castellano has testified as an expert in CPM Scheduling and Cost Analysis. He has served and as a Mediator with the NYC School Construction Authority, and has presented at industry seminars and contributed to industry publications relating to insurance claims and CPM Scheduling.

Mr. Castellano earned a Bachelor of Arts degree in Economics from Fairfield University and a Bachelor of Science degree in Engineering from University of Connecticut.

PROFESSIONAL AFFILIATIONS

- Past Member, Board of Directors: Rebuilding Together NYC
- Member, Building and Planning Board: Village of Port Jefferson
- Member, American Society of Mechanical Engineers
- Member, American Society of Civil Engineers
- Member, National Society of Professional Engineers
- Member, American Arbitration Association
- Member, American Bar Association

PROJECT EXPERIENCE

4 World Trade Center - Integrity Monitoring Services for the Port Authority of NY NJ Office of Inspector General, New York, NY*

AOL Time Warner Center - Schedule Analysis in Defense a Builder's Risk Claim for the Insurer, New York, NY*

Axis Residences - CPM Analysis to Support Subcontractor Default Claim, Los Angeles, CA*

Echo Brickell, Muse, and Vice - Post Loss Assignment Involving Builder's Risk Delays Due hurricane Irma at Three Hi-Rise Condos, Miami, FL*

Glen Island Park Bath House - Post Surety default Cost and Schedule Analysis to Complete and PM Oversight for the Completion of the Project on Behalf of the Surety, New Rochelle, NY*

Holiday Inn Express Islanda - Construction Manager Standard of Care Analysis, Islanda, NY*

Kings Park Psychiatric Center - Construction Management Services on a Boiler Plant Conversion at a Hospital, Kings Park, NY*

Merrill Lynch Headquarters - Construction Management Services at the World Financial Center, New York, NY*

MSC Cruises Terminal - Provided design-builder representative services, PM advisory, and risk avoidance for an international client during the design and construction of a \$400M new terminal, Miami, FL

* Projects performed with another firm

PROFESSIONAL REGISTRATION

Professional Engineer, Florida, New York

DESIMONE

TAYLOR GODBOUT, PE

Senior Project Engineer



Taylor Godbout is a Senior Project Engineer in DeSimone's Risk Management Services Practice. In this role, Taylor is responsible for supporting clients as an expert in both project advisory and dispute settings. Mr. Godbout's expertise includes project and construction management, project controls, project scheduling, cost estimating and change management. Mr. Godbout has reviewed, developed, and defended construction claims related to productivity, delay and damages.

Mr. Godbout has more than eight years of experience in construction management and consulting in the energy, telecommunication, commercial, infrastructure, utility transmission and heavy urban construction sectors. Prior to DeSimone, Mr. Godbout worked as an on-site lead Field Engineer and Project Superintendent, where he provided expert direction on projects in the energy and power generation sectors as well as mining, transportation infrastructure and commercial projects. Mr. Godbout directly supervised the construction of piping systems, the installation and commissioning of heavy industrial mechanical equipment, and the installation of concrete and steel structures all over North America.

Mr. Godbout received his Bachelor of Engineering Science degree in Mechanical and Materials Engineering from Western University in London, Canada.

PROFESSIONAL AFFILIATIONS

- Member, Association of Professional Engineers and Geoscientists of Alberta

PROJECT EXPERIENCE

Amity Street Townhouses

Cove Point LNG Terminal*

Grand Central Terminal and Park Avenue Tunnel Wi-Fi and Cellular Communication Network Upgrade*

Kearl Fine Tailings Treatment Thickener Facility*

Kennedy House Pool and Roof Deck Renovation

K+S Potash Mine MEPS*

Livel Hotel and Casino Window Wall Remediation

Mildred Lake Mine Replacement*

North Battleford Energy Center*

Salesforce Transit Center*

Shepard Energy Centre Combined Cycle Natural Gas Power Plant*

Vitol Virgin Islands Water and Power Authority LPG Conversion Project*

* Projects performed with another firm

PROFESSIONAL REGISTRATION

Professional Engineer, Alberta, Canada

DESIMONE

BRIAN SCHENCK, PE

Associate Principal



Mr. Schenck joined DeSimone Consulting Engineers in 2004 and is currently an Associate Principal in the New York office. Mr. Schenck has fifteen years of experience specializing in renovation and new construction projects.

His project experience includes the Zwirner Gallery, a new 30,000 sf LEED Certified gallery featuring an exposed concrete facade in Manhattan, 175 Park Avenue, an expansion and modernization of a 1970's office building in Madison, New Jersey, 15 Union Square West, the renovation and expansion of the 7-story Tiffany & Company Store; and 20 Pine, the residential conversion of a 38-story, 690,000 sf commercial building in New York's Financial District. More recently, Mr. Schenck completed 5 Madison Avenue, a 40-story office structure being converted to a luxury hotel, and the renovation and expansion of the KJ Ramaz School in New York, New York. His current projects involve 485 Seventh Avenue, the gut renovation and conversion of a 17-story office structure into a contemporary hotel, and 545 Broadway, a new 23-story residential tower paired with a renovated bank and office podium.

Mr. Schenck received his Bachelor of Science degree in Civil Engineering from Case Western Reserve University.

PROFESSIONAL AFFILIATIONS

- Member, Structural Engineers Association of New York (SEAoNY)

PROJECT EXPERIENCE

15 Union Square West
 20 Pine Street
 21-00 49th Avenue Renovation
 37 Warren Street
 57 Reade Street
 106 West 56th Street
 175 Park Avenue
 485 Seventh Avenue
 540 West 26th Street
 545 Broadway
 1900 N Street, NW
 Bilkent University Residence Halls
 Greenpoint F1
 Hauser & Wirth Gallery
 The Kathleen Grimm School for Leadership and Sustainability at Sandy Ground
 KJ Ramaz School Renovation and Expansion
 Lighthouse Point, Phases 1 and 2
 New Amsterdam Theater Renovation
 SUNY Purchase Center for Integrated Technology Learning
 Whitney Townhouses
 Zwirner Gallery

PROFESSIONAL REGISTRATION

Professional Engineer, New York

DESIMONE

JEDD MIRANDA, PE

Senior Project Manager



Mr. Miranda joined DeSimone in 2013 and is currently a Senior Project Manager in the New York office.

Mr. Miranda has over 13 years of experience and specializes in new building construction, renovation of existing buildings, damage assessment and emergency response. He has worked on a variety of structural condition assessments and repairs for honeycombed and cracked concrete, buckled columns, delaminated structures, and collapsed walls.

Mr. Miranda regularly performs on-site investigations to assess fire-damaged structures such as that on 201 Malcolm X Boulevard in Brooklyn, moisture damaged and delaminated structures such as that on 485 7th Avenue in Manhattan, and collapsed waterway retaining walls due to water scour on soil such as that on 420 Carroll Street in Brooklyn. He has also provided structural repairs for honeycombed concrete due to contractor errors on 315 East 46th Street in Manhattan, precast concrete wall and beam collapse at MGM National Harbor in Maryland due to engineering under design, and masonry wall collapse during construction due to loss of stability at 350 East 88th Street. Mr. Miranda was also part of the emergency response team for a buckled column alert which resulted in an evacuation at 1232 Southern Blvd in the Bronx.

Mr. Miranda is currently working on a major foundation retrofit due to structural instability of a single family residence discovered through visual cracks by the owner at 16 Soundview Lands in Sands Point, masonry retaining wall buckling retrofit for Empire Casino due to unanticipated surcharging loading and a precast concrete wall crack investigation at five area train stations around Dulles airport.

Other project experience includes Hilton Hotel Times Square, a major renovation to an existing 19 story steel building adding a penthouse and cooling tower, 685 5th Avenue, a major renovation that required a complete retrofit of the foundations, shear walls, and columns of an existing 19 story building to add an additional 7 floors, and Brooklyn Army Terminal, a major renovation to an existing 8-story building that required reinforcing the existing concrete slabs with shotcrete to accommodate new freight elevator openings.

Mr. Miranda received his Bachelor of Science degree in Civil Engineering from University of the Philippines and his Master of Science degree in Civil Engineering from Columbia University. He is a licensed Professional Engineer in the State of New York.

PROJECT EXPERIENCE

37-39 East 74th Street
Brooklyn Army Terminal
485 7th Avenue
201 Malcolm X Boulevard
Hilton Hotel Midtown
MGM National Harbor
420 Carroll Street
350 East 88th Street
1232 Southern Boulevard
Empire Casino
Virgin Hotel
16 Sands Point Lane
Dulles Train Station Phase 2

PROFESSIONAL REGISTRATION

Professional Engineer, New York

DESIMONE

GAVIN HEINLY, PE

Senior Project Engineer



Mr. Heinly joined DeSimone in 2015 and is currently a Senior Project Engineer in the New York office.

Mr. Heinly is currently working on UAE Mission a new 132,000sf mixed-use tower located in New York, New York.

Other projects include 100 Norfolk, a new 12-story 50,000sf residential project located in New York, New York; and 545 Broadway, a new 368,000sf residential project located in Brooklyn, New York.

Mr. Heinly earned his Master of Engineering degree in Structural Engineering from Lehigh University in 2015 and his Bachelor of Science degree in Civil Engineering from Virginia Tech in 2014.

PROJECT EXPERIENCE

427 East 90th Street

545 Broadway

809 Broadway

21-00 49th Avenue Renovation

MGM National Harbor

National Lighthouse Point Phase II

UAE Mission

PROFESSIONAL REGISTRATIONProfessional Engineer, North
Carolina**DESIMONE**

SWAMINATHAN K. MATHIYALAGAN, PE

Project Engineer, Forensics



Swaminathan Mathiyalagan joined DeSimone as a Project Engineer in the New York office for the firm's Forensic department.

Mr. Mathiyalagan has over five year's of experience in the design and analysis of building structures, bridge construction engineering, and inspection services.

Mr. Mathiyalagan earned his Master of Science degree in Civil Engineering from New Jersey Institute of Technology and his Bachelor of Civil Engineering degree from Kumaragur College of Technology in India.

PROJECT EXPERIENCE

8-story Flat-slab building at 33rd*
 80 Audubon Avenue*
 82nd Street*
 American Stock Exchange*
 GWB PIP-Helix Ramp*
 Hudson Yards*
 Jamaica Station (LIRR)*
 Kew Gardens Interchange
 Reconstruction*
 Maimonides Medical Center
 Maybrook Pedestrian Bridge*
 Meeker Avenue*
 MGM Empire Casino
 One Vanderbilt*
 Temporary Cable Suspender*
 Westin Governor Morris

* Projects performed with another firm

PROFESSIONAL REGISTRATION

Professional Engineer, North
 Carolina

OSHA 10-hour Training Course in
 Construction Safety & Health

MTA NYC Transit Rail Safety
 Certification

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HAMIDREZA TAHSIRI, PE

Project Engineer



Hamidreza Tahsiri is a Project Engineer in our Forensics practice working from DeSimone's Miami office. Mr. Tahsiri gained experience in several litigation projects, including collapse analysis, structural condition assessment, Post-tensioning cable failure, corrosion damage, water intrusion, and building façade's performance evaluation. He specializes in the design, analysis, and strengthening of reinforced concrete, steel, and composite structures (mid-rise, high-rise, long-span, and irregular space structures). He possesses strong leadership and relation skills with clients, managers, designers, and sub-contractors, ensuring needs are met within time-sensitive deadlines.

Additionally, Mr. Tahsiri has demonstrated experience in construction administrative duties related to residential condominiums. Mr. Tahsiri's responsibilities have included reviewing construction contract documents, daily progress reports, and invoices; investigating and providing technical support and alternative solutions to address day to day construction challenges and performing site inspections to observe construction progress.

Mr. Tahsiri earned his Bachelor of Science in Structural Engineering from Isfahan University of Technology, Master of Science in Structural Engineering from Sharif University of Technology, and Doctor of Philosophy in Civil Engineering from the University of Houston.

PROJECT EXPERIENCE

Harbor Village Bridge
 711 Fifth Avenue-Vertical Expansion
 800 Brickell
 1000 Ocean Forensic Investigation*
 1515 Sunset Forensic Investigation*
 Aston Martin Residences
 Biscayne Beach Miami Condominium
 Cloud Kitchen
 Fairway Commons Balcony Investigation*
 Gran Paraiso Crane Collapse Investigation*
 Grand Harbor Bridge Condition Assessment
 I-4 Bridge Girder Collapse*
 Missoni Baia
 Museum Tower Parking Garage Condition Assessment
 Paragon Office Conversion
 Port Saint Lucie Parking Garage Investigation*
 Ritz Carlton Slab Delamination Issue*
 TDR Towers PT Encapsulation Issue*
 Temple Beth AM-DS
 Turnberry Ocean Club
 Young Circle Shopping Center

* Projects performed with another firm

DESIMONE

KSHITIJ MALIK, PE

Project Engineer, Forensics



Kshitij Malik currently serves as a Project Engineer in the New York office and specializes in Forensic Engineering, building envelope restoration, parking structures and historic landmark preservation.

Mr. Malik has over three years of experience working on examining exterior facades for environmental/material damages, investigating sites and documenting the loss, and providing waterproofing systems. He is also experienced in preparation of design calculations, research and feasibility studies, plan reviews, permits and various engineering reports.

Mr. Malik earned his Bachelor of Science degree in Civil and Structural Engineering with honors from the University of Illinois at Urbana in Champaign, Illinois.

PROJECT EXPERIENCE

Port City District Hurricane
Florence Roof Damage,
Wilmington, NC

1440 Broadway, New York, NY

345 Hudson Elevator, New York,
NY

233 Spring Street, MAC Soho Stair,
New York, NY

Empire State Building Storefront
Renovation, New York, NY

340 Madison Ave - Sidewalk
Replacement, New York, NY

325 5th Ave, Balcony Repairs, New
York, NY

Canon V Graber, Connecticut

550 Madison Ave, Exterior Facade
Repairs, New York, NY

825 8th Ave, Exterior Facade
Repairs, New York, NY

Rockefeller University, Scaffolding
Review, New York, NY

Atlanta Airport Marriott Gateway
Canopy, Atlanta, GA

Amazon Warehouse, Mezzanine
System, Kenosha, WI

University Club Tower
Condominiums, Renovations,
Milwaukee, WI

Pepsi Co. Plant Remodeling, Lima,
OH

Yankee Hill Apartments, Plaza
Rehabilitation, Milwaukee, WI

Hilton Milwaukee City Center,
Cooling Tower Replacement,
Milwaukee, WI

Cedar Street Condominiums, Ann
Arbor, MI

Four Hills Condominiums, Steel
Stair Replacement, Ann Arbor, MI

Livermore House Co-Op, Parking
Deck Assessment, Appleton, WI

DESIMONE

RACHEL DOMINGO, PSP

Construction Claims Manager – PMO



Rachel Domingo joined DeSimone as a Construction Claims Manager in the firm's Risk Management and Construction Claims Practice. Fast approaching 10 years in the construction industry, Ms. Domingo's expertise spans a wide range of topics including project controls, project scheduling, delay damages, productivity and performance damages, change order negotiations, litigation support, and the development or defense of construction claims.

Ms. Domingo has worked for a variety of clients that vary in both complexity and size within the oil and gas sector, electric power transmission, highways and bridges, high-rise and residential construction, and heavy construction.

Ms. Domingo specializes in CPM scheduling and analyzing construction claims related to schedule delays. Prior to working as a consultant, she assisted in teaching CPM Scheduling courses at NYU Tandon School of Engineering and Columbia University School of Professional Studies.

Ms. Domingo earned her Bachelor of Science degree in Construction Management from Polytechnic Institute of New York University and is an AACE International Planning and Scheduling Professional.

PUBLICATIONS

- Shetty, Gayathri, and Domingo, Rachel. "The Art of Decoding Manipulated Schedules for Forensic Schedule Analysis" 2019 AACE International Transactions, PS-3047

PROFESSIONAL AFFILIATIONS

- AACE International Planning and Scheduling Professional

PROJECT EXPERIENCE

Cassa Hotel & Residences - Project Closeout and CPM Scheduling, Delay Analysis of \$44 Million in Damages, New York, NY*

Hunter's Point South Commons - Defended Against \$17.3 Million in Alleged Delay and Performance Damages, Queens, NY*

Vitol Virgin Islands Water and Power Authority (WAPA) Liquefied Petroleum Gas Conversions - Analysis of Delay and Damages Totaling \$16 Million, U.S. Virgin Islands*

Combined Heat and Power Plant at Blue Plains Advanced Wastewater Treatment Plant - Analysis of Design and Construction Delays, Washington D.C.*

MSC Cruises Terminal - Provided design-builder representative services, PM advisory, and risk avoidance for an International client during the design and construction of a \$400M new terminal, Miami, FL

NYC School Construction Authority - Monitor Contractor's CPM Schedules for 75+ Projects in Queens for Potential Delay, Queens, NY*

Brooklyn Academy of Music - PM Oversight of Renovations, Brooklyn, NY*

Ocean County Jail - Developed Recovery Schedules to Mitigate Delay, Tom's River, NJ*

The Views at Hudson Point - Validation of Scope and Cost of Repairs, North Bergen, NJ*

* Projects performed with another firm

DESIMONE

MICHAEL CATANIA

Engineer



Michael Catania is an Engineer in DeSimone's Risk Management Services Practice. Mr. Catania supports clients through project advisory and document review to understand project disputes and develop relevant analysis.

Mr. Catania's experience in project scheduling, project management, and cost estimating make him well prepared to handle construction claims related to scheduling, resource allocation, and cost assessment. This is supported by his foundation of relevant experience acquired through his education and project work at Binghamton University.

Mr. Catania earned his Bachelor of Science degree in Industrial and Systems Engineering from Binghamton University.

PROJECT EXPERIENCE

161 Maiden Lane

Amity Street Townhouses -
Litigation Support for FPG

Macintosh Engineering -
Presbyterian

MSC Cruises Terminal

Livel Hotel & Casino Window Wall
Remediation

PROFESSIONAL CERTIFICATIONS

Lean Six Sigma Green Belt
OSHA 10-Hour Construction

DESIMONE

04. SIMILAR ENGAGEMENTS

DESIMONE



LIVE! HOTEL & CASINO

Hanover, Maryland

DeSimone was retained to serve as the Owner's representative on a 20-story enclosed window wall remediation project outside for Live! Hotel & Casino in Hanover, Maryland. DeSimone was responsible for reviewing and approving the remediation scope through extensive coordination between the Engineer-of-Record (EoR), the architect, the Owner's engineers, and the contractors. The project team monitored the communication using RFIs and worklist databases. Additionally, the DeSimone team also performed weekly site inspections to ensure the work was in compliance with the Contract documents, specifications, local laws and regulations, and the results of the design team's coordination. DeSimone managed, updated, and reviewed the Project schedule and reported progress and opportunities for acceleration to the Ownership team.

CLIENT

The Cordish Companies

PROPOSER'S ROLE

Owners Representative Services

COMPLETION DATE & BUDGET

Ongoing | \$195 million

CLIENT CONTACT INFORMATION

Joseph Weinberg
CEO
The Cordish Companies
(410) 752-5444
Joe@cordish.com

DESIMONE



KENNEDY HOUSE ROOF REPLACEMENT

Queens, New York

DeSimone was retained as the Engineer and Architect of Record for a \$3 million roof top pool and deck renovation project in Queens, New York. Once the design phase was complete, due to DeSimone's strong performance and credentials, DeSimone was asked to stay on and perform the bid solicitation and construction management services. The bid solicitation process was successful with all bidders attending walk-through and the bid was awarded on time and under budget. DeSimone also assisted with contract negotiations and developing the Project Schedule. The Project is scheduled to be complete in January of 2021.

CLIENT

Kennedy House Owners Inc.

PROPOSER'S ROLE

Engineer-of-Record
Architect-of-Record
Owner's Representative for Bid
Solicitation and Construction
Management Services

COMPLETION DATE & BUDGET
2021 | \$3 million

CLIENT CONTACT INFORMATION

Larry Rosenbloom
Board Member
Zyscovich Architects
(212) 343-0044 x1302
lrosenbloom@zyscovich.com

DESIMONE



SUGAR HILL OWNER'S REPRESENTATIVE SERVICES

New York, New York

Sugar Hill Residences and Children Museum is a multi-purpose subsidized residential building that houses a Children's Art Museum, a childcare center, an event space and a parking garage (rented to a garage operator). The building sits on a high point at St. Nicolas Avenue and West 155th Street, at the geographical, historical and cultural confluence of Harlem and the northern most part of Manhattan Upper West Side. It was completed around 2015. The Children Art Museum resides in the southern lower portion of the building, separated by the residential building and split between a below ground space (at garage level) and on above ground lobby and inner yards. The roof houses the original cooling tower and related equipment in a concrete wall enclosure. The mezzanine, in the residential building, houses the plate frame heat exchanger, pumps and filtration system.

DeSimone is the Owner's Representative for this project. Our role is to coordinate with the Client, the designer of record, and the contractors to ensure that the project is delivered in the anticipate time frame and on budget.

CLIENT
KOW Building Consultants

PROPOSER'S ROLE
Owner's Representative Services

COMPLETION DATE & BUDGET
2019 | Confidential

CLIENT CONTACT
INFORMATION
Kenneth Pliska
Director of Development
KOW Building Consultants
(631) 757-5000
kenp@kowbc.com

DESIMONE



MSC CRUISES TERMINAL

Miami, Florida

The MSC Cruises Terminal, soon to be located at the Port of Miami in Florida, is a truly collaborative project for DeSimone. This \$400 million two-berth terminal is set to begin construction in the Fall of 2021 and be completed and open to all Disney Cruise Line passengers by 2023. DeSimone's Structural, Facades, and MEP groups are tasked with the design of this state-of-the-art, multi-transportation terminal.

Our Risk Management Team was retained by the Design-Builder, Fincantieri Infrastructure (FI), to serve as its representative. The Risk Management team's main goal is to coordinate the various design disciplines and guide the project to a successful delivery. To do so, the team has implemented state-of-the-art PM/CM tools, namely, Oracle Submittal Exchange. Diligent and proactive organization of the document control process will ensure that all stakeholders are informed so that timely decisions can be made. The team has been actively involved in developing and maintaining project schedules to ensure all milestones are met. Additionally, our team has been engaged in managing all cost control activities, including Value Engineering, with respect to developing the GMP. Once construction is underway, the Risk Management team will provide PM services throughout the construction phase.

CLIENT

Fincantieri Infrastructure

PROPOSER'S ROLE

Design/Builder Representative
Services
Structural Engineering
Facades Consulting
MEP Design

COMPLETION DATE & BUDGET

2023 (est.) | \$400 million

CLIENT CONTACT INFORMATION

Andrea Isola
Engineering Manager
Fincantieri Infrastructure
+1 (393) 454-0300
Andrea.Isola@fincantieri-infrastructure.it

DESIMONE

05. REPRESENTATIVE COASTAL COMMUNITY EXPERIENCE

DeSimone Consulting Engineers has a strong local presence and can mobilize rapidly to accommodate The City's needs. The firm possesses the in-house capacity, expertise, and agility to perform the requested services. Our team is also equipped to perform reserve studies and inspections conducted and/or reviewed by a licensed, Professional Engineer that will include observations and analysis gathered in the field.

DeSimone Consulting Engineers has a strong local presence and can mobilize rapidly to accommodate The City's needs. DeSimone's combination of structural engineers, forensic engineers, and risk management professionals are the ideal trifecta to provide the City of Asbury Park with Owner's Representative services to manage the remediation options on this project.

DeSimone frequently provides Bidding Assistance, including providing a list of qualified bidders, conducting pre-bid meetings to review scope and key issues of the contract documents with the participating Contractors, answering their questions, and tabulating bids received and reviewing bidder qualifications and providing recommendations.

DeSimone's Construction Administration services typically consist of reviewing contractor submittals; attendance at the preconstruction and coordination meetings; periodic site observations; review of payment applications, change orders, and RFIs; and compilation of the project closeout documents.

As it relates community experience, DeSimone is considerate of keeping the community informed, and working expeditiously to return operations to normal. With that in mind, in addition to providing a clear report to present our findings, DeSimone Consulting Engineers can attend any meetings to help you present and explain our findings to the community.

From follow-up studies to engineering consulting, we can continue to help you support the physical and financial health of the City. Our goal is to not only address your immediate needs and concerns but also to provide a reserve fund study that provides the product and service that is the start of a long-term relationship.

We believe that our firm has outstanding credentials to execute this assignment.

DESIMONE



SUPERSTORM SANDY EMERGENCY RESPONSE*

Ocean County, New Jersey

Mr. Hanifin led a team in response to the catastrophic damage caused by Superstorm Sandy in October of 2012 for the County of Ocean, NJ. On this assignment, a series of measures were implemented to address resiliency and sustainability on a county-wide platform. This initiative required taking a leadership position in the maximization and leveraging of federal funding such as HUD Community Development Block Grants-Disaster Relief (CDBG-DR) and FEMA Public Assistance grant funds. Accordingly, a Facilities Capital Improvement Program was part of a comprehensive plan and strategy to accomplish time-critical work with all stakeholders. Mr. Hanifin provided executive oversight and monitoring of all catastrophe related debris removal programs throughout the County, the area hardest hit by Superstorm Sandy. The storm deposited vegetative, construction, and demolition debris throughout the Township requiring immediate removal. Mr. Hanifin developed a Debris Management Plan, which allocated debris removal sites and determined collection strategies and debris reduction methods.

*Performed by Brian Hanifin prior to joining DeSimone

CLIENT
County of Ocean, New Jersey

COMPLETION DATE
2012

DESIMONE



600 BRICKELL GARAGE CONDITION ASSESSMENT

Miami, Florida

The parking garage at 600 Brickell is an eleven-level garage that provides 861 parking spaces. The garage is a concrete structure that occupies the lower levels of a 40-story office building constructed approximately in 2011. Desimone is performing a condition assessment of the parking garage structure. The scope of services includes a field investigation and reporting.

CLIENT
Elm Spring, Inc

COMPLETION DATE
2021

DESIMONE



BRICKELL KEY II BALCONY CONDITION SURVEY

Miami, Florida

The project consists of an 18-story residential building originally built in the 1970's. There are approximately 404 balconies on the building. DeSimone comprehensively surveyed the building and compiled a bid document for full concrete restoration of the tower and parking garage.

The work included replacing the original aluminum pickett railing with a modern glass railing assembly. DeSimone managed the bidding, construction effort as well as provided inspection services.

CLIENT
Brickell Key II Condominium
Association

ARCHITECT
J.Scott Architecture

PROJECT SIZE
68,000 sf

COMPLETION DATE
2009

DESIMONE



ATLANTIS BEACH TOWER CONDITION ASSESSMENT

Paradise Island, Bahamas

DeSimone performed a condition assessment of the Beach Tower at Atlantis Paradise Island. The building is a nine-story structure constructed circa 1967, comprised of a podium and three wings. The podium exists at the lower two levels and contains the hotel main lobby and retail space. The upper seven levels consist of hotel rooms, which include the north, west, and east wings. DeSimone's assessment focused on identifying the damaged roof covering, façade and structural components. DeSimone then provided a conceptual repair and cost estimate to restore damaged components to their pre-damaged condition.

CLIENT
Atlantis Paradise Island

PROJECT SIZE
300,000 sf

COMPLETION DATE
2021

DESIMONE



MID OCEAN CLUB CORROSION ASSESSMENT

Smiths Parish, Bermuda

DeSimone was contacted to evaluate corrosion problems at south facade. The Client requested cause and origin evaluation.

CLIENT
The Mid Ocean Club

PROJECT SIZE
100,000 sf

COMPLETION DATE
2019

DESIMONE

06. PROJECT MANAGEMENT PLAN (PMP)

An effective project management on this assignment will include developing a Project Management Plan (PMP) to incorporate scheduling for The City. The PMP will provide DeSimone and The City team a vehicle to manage the planning phases and issuance of project-specific tasks. We understand the importance of coordinating with The City's operational needs, the sensitivity to the community, as well as current staff and consultants. Encouraging input from all project parties in the early planning phases is key to maintaining open lines of communication throughout the project. Our PMP will enable our teams to:

- Comprehend Scope of Project Scale of Activities;
- Understand Relationship of Activities & Events;
- Organize & Schedule Activities;
- Plan Ahead;
- Identify Problems; and
- Make Decisions

DeSimone's PMP will focus on the goals and objectives envisioned by The City and implemented by the DeSimone team. Our Project Management Plan will focus on:

- Planning;
- Scheduling;
- Coordination;
- Communication; and
- Documentation

The planning and scheduling will be critical to fully coordinate this effort in an efficient and safe manner to:

- Design a Program that is Achievable;
- Develop a Comprehensive Overview of Project;
- Systematically Plan Activities; and
- Real-Time Status.

DESIMONE

07. CONSTRUCTION MANAGEMENT PLAN (CM)

DeSimone's approach to the implementation of a proper methodology and process for a successful project revolves around the integration of the Construction Management Plan (CM). We believe that implementing a comprehensive plan for the entire design/construction/closeout process that adheres to the Construction Management Association of America's (CMAA's) Standards of Practice set us apart from the competition and demonstrates that our firm's core competencies are firmly rooted in advocacy for the Owner on any given assignment. A typical CM Plan will include the following foundation of duties and tasks:

1. The purpose and content of the CM Plan;
2. Stating measurable objectives for the project;
 - a. Methods and standards of measure commonly used to describe projects
 - b. Qualitative/performance criteria essential to describe projects
3. Selecting and prioritizing pertinent reference documents;
4. Summarizing detailed project data for team members;
5. Organization of the project;
 - a. Understanding relationships between project control systems, procedures, and tasks
 - b. Types of project organization, decision and authority structures
 - c. Understanding organizational structures of other team members
 - d. Defining the roles and responsibilities of project team members
 - i. Using the "responsibility matrix" to communicate lines of responsibility and authority
6. Site use planning;
 - a. Knowledge of construction sequences and operations
 - b. Components required for site mobilization/use over the project duration
 - c. Identifying unique site conditions which may impact construction operations
 - i. Alternative or prescriptive sequences to optimize site utilization
7. Contract administration;
 - a. Understanding the contractual relationships of team members
 - b. Applications of basic contracting/procurement strategies:
 - i. Single Prime/Multiple Prime
 - ii. Lump-Sum/Cost Plus/Guaranteed Maximum Price
 - iii. Design-Build
 - iv. Fast Track
 - v. Phased Purchase
 - vi. Long Lead Procurement
 - vii. Owner Assignment
 - c. Identifying and resolving conflicts, duplications, or omissions in contractual responsibilities
 - d. Developing contract administration and documentation procedures specific to project needs
 - e. Analyzing contracting strategies to meet project cost and schedule goals within legal constraints
 - i. Quantifying the risks and benefits of alternative contracting strategies

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8. Risk Management;
 - a. Understanding the elements of project design and construction likely to give rise to disputes or claims
 - i. General liability risks
 - ii. Special liability risks
 - iii. Applying principles and techniques of risk management
 - iv. Available alternative dispute resolution options
 - A. Applicable laws and standards
9. The Project Procedures Manual;
 - a. Purpose and contents
 - b. Level of detail appropriate
10. Project funding;
 - a. Preparing information required to support owner's funding requirements (cash flow, budgets, estimates, schedules, program definitions, project descriptions, etc.)

DESIGN PROFESSIONAL SELECTION

1. Design resources required to meet specific project requirements;
2. Basic tasks and responsibilities of design professionals;
3. Defining criteria for qualifications and experience of design professionals in relation to the project;
4. Basic contracting strategies for design professional services;
 - a. Understanding design professional contract standards
 - i. Basic service vs. extra services
 - b. The design professional Request for Qualifications/Proposals
 - c. Analyzing the fee proposal and distribution

CONSTRUCTION CONTRACT DOCUMENTS DEVELOPMENT

1. Responsibilities of the parties to a contract;
2. Basic forms of agreement;
3. Basic content requirements of a complete set of contract documents;
4. Sources of risk arising out of design and construction processes;
 - a. Sources of design efforts and omissions and construction deficiencies leading to construction problems and disputes
5. Understand the degree to which risk can be managed, shifted, or insured via construction documents;
6. Insurance requirements and options developed by the owner for the project;
7. Knowledge of basic building materials, systems, and construction techniques;
8. Information required for proper coordination of construction processes;
9. Understanding how sequences of construction relate to drawings;
10. Understanding how drawings and various levels of detail or integrated to create a complete depiction of the project.

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PROCUREMENT OF CONSTRUCTION SERVICES

1. Public relations—means of reaching potential bidders;
2. Assessing bidding climates;
3. Requirements for selection of pre-qualified bidders for bid advertisement;
4. Assessing and evaluating bidder qualifications relative to project requirements;
5. Understanding basic content required of general contract conditions;
6. Addressing risk management issues in contractor's pre-award meetings.

INFORMATION MANAGEMENT

1. Defining expected outcomes of the information management system;
 - a. Data requirements to meet reporting goals
 - b. Client expectations and requirements
 - c. Appropriate levels of detail
 - d. Distribution of reports
 - e. Procedures for information plan revisions
2. Providing the timely flow of information to the project team;
 - a. Overall status and forecast of outcome vs. estimate plan
3. Understanding design report formats;
4. Understanding cost/benefit analyses of various information systems levels;
5. Procedures for retrieval and processing of information;
6. Developing appropriate public relations information;
 - a. Understand real/perceived impacts of the project on the community

DESIMONE

08. VALUE ADDED OPTIONS

DeSimone's ability of its design team and project management professionals to coordinate on value engineering to scope to reduce costs speaks to the requirements of the RFP, specifically:

- Make recommendations as to the scope of work that should be performed (good, better, best) with a cost/benefit analysis and present this to the City.
- Develop the scope of work and estimated costs to be incurred as a baseline for selecting a contractor or contractors.

Value engineering has become an essential element of every construction project. It is an evaluation of a building and its systems and components relative to costs. The goal is to achieve the desired function at the lowest overall price, consistent with the Client's program, and to maximize the project's value.

As the Design-Builder Representative, as well as the Design Professional, on a \$400 million cruise ship terminal in Miami, DeSimone recently reduced the construction costs by approximately 20% through a combined effort with the architect, Client, and DeSimone's design and Risk Management teams. During the schematic design phase, the process included reviewing key components:

- Suggested design;
- Estimated budget;
- Schedule;
- Overall approach; procurement, sequencing, permitting requirements, jurisdictional agency reviews and approvals.

All of these components allowed the team to clearly identify the function and goals of the project and to focus on improving the construction project value while maintaining the integrity and purpose of the desired design for a lower cost.

The entirety of this project, from evaluation to construction remediation, will occur in occupied and operational buildings.

As such, DeSimone's scheduling capabilities will provide The City with a design schedule to meet the expected construction and occupancy/event dates. As Owner's Representative on a multi-purpose residential building, DeSimone's schedule consultants and management team coordinated with the Client, the designer of record, and the contractors to ensure that the project was delivered in the anticipated time frame, on budget and with minimal impact to occupants.

Conversely, our claims mitigation procedures result in "realized tangible assets" that cannot be measured, namely, avoidance of litigation. In the numerous project examples provided in this proposal, DeSimone's Risk Management and project management teams implemented scheduling and management processes that resulted in projects that did not result in litigation.

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APPENDICES

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APPENDIX A – Standard Terms and Conditions

DeSimone Consulting Engineers DPC ("DCE") Standard Terms and Conditions - Risk Management Services

1. These Standard Terms and Conditions and the accompanying proposal and any other appendices thereto, constitute the entire agreement of the parties regarding the project which is the subject of the Proposal and the services to be provided by DCE in connection therewith, and supersede all prior negotiations, agreements and understandings with respect thereto. The parties may only amend the Agreement by a writing signed by the party sought to be bound thereby. Any deliverables, recommendations, or service provided by DCE shall be for the client's use only. DCE's services are expressly limited to the terms herein and are not modified or supplemented by terms from the client's purchase order.
2. Work performed on a time-and-expenses basis will be billed in accordance with DCE's most current Schedule of Rates and Charges. Work performed under a fixed-price arrangement will be billed at the agreed fixed amount. A payment in advance or a suitable retainer may be required from the client. DCE will hold any retainer until the final invoice is prepared, at which time it will reconcile the client's account. Following DCE's completion of work, the client is responsible for and may be charged for the storage and disposal of evidence, exemplars and samples. DCE will charge taxes where applicable.
3. Invoices are typically rendered monthly or in accordance with the agreed upon payment schedule and are due in U.S. dollars within 30 days of the date of the invoice. DCE, without liability, may withhold delivery of reports and other data, and may suspend performance of its obligations to the client, pending payment of outstanding charges. DCE reserves the right to decline further work with any client who has been delinquent in payment of DCE's invoices.
4. The Services shall be provided in accordance with the professional standards of skill and care generally exercised by other firms providing services of similar type and nature in the same locale and under similar circumstances and conditions to those presented pursuant to this Agreement, and without any warranty, express or implied.
5. The client assumes full and complete responsibility for all uses and applications of DCE's recommendations or work under this agreement, or failure to use recommendations or work, and agrees to indemnify and hold harmless DCE, its affiliates, officers, directors, employees, and agents against any and all liabilities, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fees and expenses resulting from the death or injury to any person or damage to any property or any other alleged or actual damages resulting from the aforementioned use, application, or nonuse of DCE's recommendations or work under this agreement.
6. In no event shall DCE, its affiliates, officers, directors, employees, or agents be liable for any incidental or consequential damages.
7. DCE will hold in confidence all information provided by the client that the client designates and/or marks as confidential or proprietary. If DCE and the client have entered into a separate non-disclosure agreement, it is deemed incorporated herein. All deliverables and any improvements to the client's processes or products arising from this agreement shall be and remain the property of client; however, DCE has a right to retain a copy of such deliverable(s). DCE shall retain all rights, title, and interest in and to its proprietary information (along with any modifications or improvements to such information), including, but not limited to DCE's know-how, methodologies, techniques, processes, tools, test fixtures, technologies, trade secrets, software, data, databases, and other materials used by DCE in connection with providing its services.
8. Upon receipt of written notice from the client, DCE will terminate work under this agreement. Work under a fixed-price agreement that is terminated before completion will be billed on a percentage of completion basis. DCE may terminate work under this Agreement only for cause. "Cause" includes, but is not limited to, development of a material conflict of interest, delinquency in payment, judicially required participation in onerous discovery or other legal process outside the intended scope of the work, or the presence of circumstances beyond DCE's control, such as natural disasters or government intervention. DCE shall not be liable for any delay or failure to perform resulting from unforeseen causes beyond its reasonable control.
9. The laws of the state in which the Project is located shall govern the validity and interpretation of this Agreement. If any of provisions of this Agreement shall be finally determined to be invalid or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The prevailing party in any action shall recover from the losing party its reasonable attorney's fees and costs of suit incurred in addition to any other relief granted.
10. If DCE is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity or arbitration, or in a pre-trial hearing or conference, as to any work or services performed by anyone in connection with the Project, Client shall pay DCE for all time spent while testifying and preparing therefore and collecting, reviewing and producing such records in accordance with the rates set forth in the Agreement and for all costs and fees associated therewith.

APPENDIX B - 2021 BILLING RATE SCHEDULE

EFFECTIVE DATE January 1, 2021

The following is our 2021 standard schedule of professional fees for Additional Services and for services rendered on Time and Expense projects. This schedule is subject to review and adjustment on the first of each year. All amounts listed are in United States dollars.

1. FEE SCHEDULE FOR PROFESSIONAL SERVICES - FORENSICS

Professional Personnel Classification	Hourly Rate 2021
Principal	\$425.00
Managing Director	\$330.00
Director	\$300.00
Senior Associates	\$290.00
Associate	\$285.00
Senior Project Manager	\$275.00
Project Manager	\$240.00
Senior Project Engineer	\$220.00
Project Engineer	\$200.00
Engineer	\$185.00
BIM Senior Specialist	\$220.00
BIM Specialist	\$210.00
BIM Junior Specialist	\$180.00
Field Operations Manager	\$260.00
Inspector	\$180.00

2. FEE SCHEDULE FOR PROFESSIONAL SERVICES – RISK MANAGEMENT SERVICES

Professional Personnel Classification	Hourly Rate 2021
Principal/S.M.E.	\$425.00
Managing Director	\$425.00
Director	\$330.00
Senior Engineer/Chemist	\$325.00
Senior Engineer/Scientist	\$300.00
Claims Manager/Senior Project Manager	\$250.00
Project Manager	\$230.00
Associate Engineers/Scientist	\$185.00

SUBCONTRACTORS:

Subcontracted costs requested and authorized in writing such as borings, surveys, consultants, equipment, etc., will be charged at cost plus 15%.

OTHER NON-SALARY EXPENSES:

Reimbursable expenses, such as printing, film and microfilm, long distance calls, messenger, express mail, travel, transportation and lodging, etc., will be invoiced at cost. Mileage on company or employee-owned vehicles will be invoiced at \$0.58/mile. Electronic plotting on Bond Paper will be invoiced at \$1.20/SF.

We will invoice you monthly due within 30 days.

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**CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that I, my family or my firm has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

DeSimone Consulting Engineering D.P.C. (Firm's Name)

By: Brian P. Hanifin (signature)
Brian Hanifin (print name)
 Managing Director – Risk Management (title)
 and Forensics

Subscribed and sworn to before me this

18 day of November, 2021.

Melissa L. Stein
 Notary Public



City of Asbury Park, NJ
Tuesday, December 3, 2019

Chapter 2. Administration

Article X. Regulation of Public Contracting, Contributions to Public Offices and Entities

§ 2-76. AWARD OF PUBLIC CONTRACTS.

Prior source history for award of public contracts includes Ordinance No. 2681 which was repealed in entirety by Ordinance No. 2969.

§ 2-76.1. Definitions.

[Ord. No. 2969]

As used in this section:

BUSINESS ENTITY

whose contributions are regulated by this section shall mean: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns ten (10%) percent of more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or infeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than one hundred thousand (\$100,000) dollars in compensation or income of any kind (including, by way of illustration, and not limitation; wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this section; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

CAMPAIGN COMMITTEE

shall mean (i) every candidate for City of Asbury Park elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iii) every joint candidates committee established in whole or in part by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iv) every political party committee of the City of Asbury Park; (v) every political party committee of the County of Monmouth; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Asbury Park municipal or Monmouth County elective offices or City of Asbury Park municipal or Monmouth County political parties or political party committees. The terms in the foregoing Subsection have the meaning prescribed in N.J.A.C. 19:25-1.7.

CONTRACT FOR PROFESSIONAL OR EXTRAORDINARY SERVICES

for the award of a contract, all City of Asbury Park or Monmouth County political committees and political party committees as described herein combined, without violating Subsection a of this subsection.

- d. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Asbury Park Mayor or Governing Body, if the contract requires approval or appropriation from the Mayor or Governing Body, or (ii) the Mayor of the City of Asbury Park, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- e. Rules Regarding Subcontractors. No person may be awarded a subcontract to perform under a contract subject to this section, if the subcontractor would be disqualified by Subsection a of this subsection from receiving the contract at the time that the subcontract is awarded; nor may any person who would be disqualified by Subsection a. of this subsection from receiving the contract perform substantially all of the obligations described in a contract for professional or extraordinary unspecifiable services that is subject to this section.

§ 2-76.3. Contributions Made Prior to the Effective Date.

[Ord. No. 2969 § 2]

No contribution or solicitation of contributions made prior to the effective date of this section (adopted March 2, 2011 by Ord. No. 2969) shall be deemed to give rise to a violation of this section.

§ 2-76.4. Contract Renewal.

[Ord. No. 2969 § 3]

No contract subject to this section may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this section if it were an initial contract.

§ 2-76.5. Contribution Statement by Business Entity.

[Ord. No. 2969 § 4]

- a. Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecifiable Services from any business entity, the City of Asbury Park or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said business entity which is the intended recipient of said contract that he/she/it has not made a contribution in violation of Subsection 2-76.2. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the business entity is not in violation of this section, prior to awarding the contract or agreement.
- b. A business entity shall have a continuing duty to report to the City of Asbury Park any contributions that constitute a violation of this section that are made during the negotiation, proposal process or the duration of a contract. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the Governing Body within ten (10) business days after receipt of said report from the business entity or at the next Council meeting following receipt of said report from the business entity, whichever comes first.
- c. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Asbury Park, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this section, every person aggrieved by a violation of the section, or any taxpayer or resident of the City of Asbury Park has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this section in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys' fees and costs, arising from or related to a violation of this section.

CITY OF ASBURY PARK
BUSINESS ENTITY DISCLOSURE CERTIFICATION
 FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the firm of DeSimone Consulting Engineering D.P.C. (including all shareholders, officers and partners thereof) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2020 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Asbury Park as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Asbury Park Democratic Committee	
Asbury Park Republican Committee	
Candidate Committee of any Asbury Park official serving in an elective public office	
Any other political committee as defined in N.J.S.A. 19:44A-3(p), (q) and (r)	

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Stephen DeSimone	25 Lawrence Lane Bay Shore, NY 11706 USA

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DeSimone Consulting Engineering D.P.C.

Signed: Brian P. Hanifin
 Print Name: Brian Hanifin

Title: Managing Director – Risk Management and Forensics
 Date: 11.01.2021

Subscribed and sworn before me this 15th
 day of November, 20 21.

Brian Hanifin, Managing Director – Risk Management and Forensics

Melissa L. Stein
 Notary Public

(Affiant)
 (Print name & title of affiant)



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
 FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
 CUSTOMIZABLE FORM.**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DeSimone Consulting Engineering DPC	
2 Business name/disregarded entity name, if different from above 	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 69258	Requester's name and address (optional)
6 City, state, and ZIP code Baltimore, MD 21264-9258	
7 List account number(s) here (optional) 	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	5		3	0	6	2	3	2	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►



Date ► 1/14/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: N/A

Bidder/Offoror: DeSimone Consulting Engineering D.P.C.

PART 1: CERTIFICATION**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.****FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

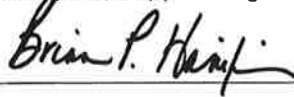
Name _____ Relationship to Bidder/Offoror _____
 Description of Activities _____

 Duration of Engagement _____ Anticipated Cessation Date _____
 Bidder/Offoror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Brian Hanifin

Signature: 

Title: Managing Director – Risk Management and Forensics

Date: 11.01.2021



DESICON-02

6.2.32.a

DATE (MM/DD/YYYY)
7/1/2021

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com																					
INSURED DeSimone Consulting Engineering DPC 140 Broadway, 25th Floor New York, NY 10005	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>RLI Insurance Company A+, XI</td><td>13056</td></tr><tr><td>INSURER B:</td><td>Great Midwest Company</td><td>18694</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	RLI Insurance Company A+, XI	13056	INSURER B:	Great Midwest Company	18694	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:		PSB0008821	4/30/2021	4/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		PSA0002894	4/30/2021	4/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 0		PSE0004386	4/30/2021	4/30/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A		PSW0004906	4/30/2021	4/30/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	☒ Professional Liab.		AE-GM-0000175-00	10/30/2020	4/30/2022	Per Claim/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

CERTIFICATE HOLDER EVIDENCE OF COVERAGE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DESIMONE CONSULTING ENGINEERING, D.P.C., CORP.

Trade Name:

Address: 140 BROADWAY 25TH FLOOR
NEW YORK, NY 10005

Certificate Number: 2595042

Effective Date: June 07, 2021

Date of Issuance: August 04, 2021

For Office Use Only:
20210804170008386

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-G2101

CHANGE ORDER NO. 1

DATE:December 22, 2021

PROJECT:Sunset Lake Park Improvements Project

OWNER:City of Asbury Park

CONTRACTOR:Precise Construcion

DESCRIPTION OF CHANGE:

REDUCTIONS:

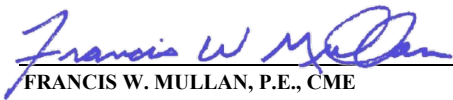
Various Items Reduced to Reflect As-Built Quantities

EXTRA:

Various Items Increased to Reflect As-Built Quantities

SUPPLEMENTARY:

S-1 Lightpole Foundations

APPROVAL RECOMMENDED:	SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
 FRANCIS W. MULLAN, P.E., CME ASBURY PARK CITY ENGINEER	A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$21,882.00
ACCEPTED:	B. TOTAL EXTRAS THIS C.O.	\$6,960.00	XXXXXXXXXXXX
 CONTRACTOR: Precise Construcion	C. TOTAL SUPPLEMENTARY THIS C.O.	\$14,922.00	XXXXXXXXXXXX
OWNER'S APPROVALS:	TOTALS THIS C.O.	\$21,882.00	\$21,882.00
	NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
	PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
NOTE: All work to be done according to Contract Specifications.	TOTAL CHANGE ORDERS TO DATE	\$21,882.00	\$21,882.00
	NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE		\$282,255.00
CHANGE ORDERS TO DATE	0.00%	\$0.00
REVISED CONTRACT PRICE		\$282,255.00

Attachment: Precise Construction_Change Order #1 (2022-69 : Change Order #1 for Sunset Lake Park Improvements Project)

CHANGE ORDER NO. 1

SHEET NO. 2 OF 2
PROJECT NO. ASPK-G2101

PROJECT:

Sunset Lake Park Improvements Project

OWNER:

City of Asbury Park

CONTRACTOR:

Precise Construcion

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
REDUCTIONS	4	Import Clean Fill (If & Where Directed)	632.00 CY	\$10.00	\$6,320.00
	5	Import Screened Topsoil, 4" Thick	636.00 CY	\$20.00	\$12,720.00
	7	Concrete Sidewalk, Colored, 4" Thick	4.00 SY	\$63.00	\$252.00
	22	Fertilize and Seed	1290.00 SY	\$1.75	\$2,257.50
	B5	Site Grading	70.00 SY	\$3.00	\$210.00
	B6	Fertilize and Seed	70.00 SY	\$1.75	\$122.50

A. TOTAL REDUCTIONS

\$21,882.00

EXTRA	6	Site Grading	2110.00 SY	\$3.00	\$6,330.00
	8	Concrete Paver Circular Walkways	7.00 SY	\$90.00	\$630.00

B. TOTAL EXTRA

\$6,960.00

SUPPLEMENTARY	S-1	Lightpole Foundations	14.00 EA	\$1,065.86	\$14,922.00
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C. TOTAL SUPPLEMENTARY

\$14,922.00

Attachment: Precise Construction_Change Order #1 (2022-69 : Change Order #1 for Sunset Lake Park Improvements Project)

Ben Shaffer Recreation Inc

PO Box 844
 Lake Hopatcong, NJ, 07849
 973-663-2021 Fax 973-663-4615
 1-800-953-2021
www.benshaffer.com



**BEN
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 RECREATION**

Park, Playground & Streetscape Solutions
 Serving NJ Since 1921



Asbury Park City
 Robert Bianchini
 1 MUNICIPAL PLAZA
 ASBURY PARK NJ 07712

PROPOSAL

As requested, we are pleased to quote the following
 using Bid #: ESCNJ 20/21-22; Co-op #65MCESCCPS:

Date	Proposal #	Terms	Associate
5/28/2021	GMBPQ2156-03	Net 30	Greg Powell

Qty	Part #	Manufacturer	Description	List Price	Disc Price	Ext. Price
1	130-125910-4	Burke	Ages 2-5 Nucleus Play Structure with Ramps, Rooves, Slides and Climbers	\$101,822.00	\$93,676.24	\$93,676.24
1	580-1302	Burke	FS SIGN, CUSTOM/CUSTOM	\$632.00	\$581.44	\$581.44
1	Coastal	Burke	Coastal Package for Burke Project # 130-125910-4 and 580-1302	\$3,073.62	\$2,827.73	\$2,827.73
1	WhirlPG	Whirl	Standard installation of the above Playground items to manufacturer specification	\$47,128.84	\$47,128.84	\$47,128.84
16	WhirlMH	Whirl	Man-Hour Labor Per Contract Dewatering	\$0.00	\$125.00	\$2,000.00
9	WhirlRD	Whirl	Receive/Unload Delivery. Cost per man-hour.	\$0.00	\$125.00	\$1,125.00
					Freight*	\$5,650.00
Project: Beach Playground					Total	\$152,989.25

*The above items are priced in accordance with Bid #: ESCNJ 20/21-22; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 4-6 weeks after receipt of order.

Playground Equipment must be installed over a resilient surface.

IMPORTANT PAYMENT INFORMATION:

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Standard colors and finish are quoted unless noted. Final count is the responsibility of the contractor/purchaser. Note that assembly/installation is NOT provided. Sales Tax will be added if applicable.

Thanks for allowing us the opportunity to provide you with this proposal. If you have any questions, please call.



SBE Certified

Yours truly,

Greg Powell
 Recreation Consultant