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THIS AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, herein referred to as "**CITY**" located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, and **COLLIERS ENGINEERING & DESIGN, INC.**, with offices at 500 Scarborough Drive, Suite 108, Egg Harbor Twp., NJ 08234, hereinafter referred to as the "**CONSULTANT**", pursuant to Resolution No. 328 adopted by City Council on May 13, 2026 a copy of which is attached hereto and made a part hereof.

WITNESSETH

WHEREAS, the City is desirous of securing the professional services of an engineering firm for **CITY-WIDE CONSTRUCTION PROJECT SPECIAL INSPECTIONS AND MATERIALS TESTING**; and

WHEREAS, the Consultant is ready, willing, and able to undertake such service and provide the City with expert advice; and

WHEREAS, the City believes the Consultant to be well able to undertake and perform such services for the City and desires to contract with Consultant for the performance of such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

**SECTION ONE
SCOPE OF SERVICES**

Consultant shall provide **CITY-WIDE CONSTRUCTION PROJECT SPECIAL INSPECTIONS AND MATERIALS TESTING** as set forth in the attached proposal incorporated herein by reference and made a part of this Agreement. Should there be any conflict between the terms of this Agreement and the attached proposal, this Agreement shall govern.

**SECTION TWO
CONTRACT PRICE**

The City shall pay to the Consultant, and the Consultant agrees to accept as full and complete compensation for all of the work performed under this Agreement a total sum not to exceed **TWO**

**HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS
(\$228,355.00).**

**SECTION THREE
CONTRACT PERIOD**

The Agreement term shall be for a period of one (1) year from complete execution hereof.

**SECTION FOUR
PAYMENT METHOD**

Payment to Consultant shall be made upon submission of invoices for payment to the City Engineer and approval of the same by the City Engineer.

It is expressly understood and agreed that payment of monies authorized by this Agreement shall only be funds appropriated by the Council of the City for the purpose of this Agreement and paid into the treasury of the City, therefore.

**SECTION FIVE
STATUS OF CONSULTANT**

It is expressly understood and agreed by and between the parties hereto that the status of the Consultant and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the Consultant or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

**SECTION SIX
TERMINATION, CANCELLATION, EXPIRATION**

The parties agree that either party can cancel this Agreement upon 30 days written notice. At the termination, cancellation, or expiration of this Agreement in any manner, the acceptance of final payment by the Consultant shall be in full satisfaction of all claims against the City under this Agreement.

**SECTION SEVEN
CERTIFICATE OF COMPLIANCE**

Consultant represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of

1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

SECTION EIGHT ASSIGNMENT

Consultant cannot assign its rights or obligations under this Agreement without the prior written consent of the City.

SECTION NINE CONFLICT OF INTEREST

The Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the within Agreement.

The Consultant further covenants that in the performance of this Agreement no person having any such interest shall knowingly be employed by the Consultant or its subcontractors.

SECTION TEN COMPLIANCE

The Consultant, at all times, will observe and comply with all Federal State and Local laws ordinances and regulations in any manner affecting the conduct of the work under this Agreement.

SECTION ELEVEN EFFECT OF ILLEGALITY

If any provision of this Agreement is determined to be illegal or against public policy or to violate any provisions of law or code by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

SECTION TWELVE FULL AGREEMENT

This Agreement constitutes the entire Agreement between the parties and any prior understandings or representation of any kind preceding the date of this Agreement shall not be binding

on either party except to the extent incorporated in this Agreement.

SECTION THIRTEEN CHOICE OF LAW

This Agreement shall be governed and construed in accordance with the law of the State of New Jersey and the ordinances of the City. All actions, whether sounding in contract or tort, relating to the validity, construction, interpretation, or enforcement of this Agreement shall be instituted in the courts of New Jersey and in the County of Atlantic and in no other.

SECTION FOURTEEN INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City from and against any claim (including any claim brought by employees of Consultant), liability, damage or expense (including reasonable attorneys' fees) that City may incur to the extent relating to, arising out of or existing by reason of (i) Consultant's negligent performance of this Agreement or the conditions created thereby (including use, misuse or failure of any equipment used by Consultant or its subcontractors, servants or employees) or (ii) Consultant's breach of this Agreement or the negligent performance of this Agreement by Consultant or its subcontractors, servants or employees. Any reuse of Consultant's materials by City for projects they were not intended and/or without Consultant's involvement shall be at City's sole risk without liability to successful Consultant.

SECTION FIFTEEN INSURANCE

Before commencing work, and as a condition precedent for payment, the Consultant shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Consultant, any of its Consultant's, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless, caused by the negligence of the City.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of work, be deemed a waiver by the City of the Consultant's insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the City, the Consultant will defend and indemnify the City at the Consultant's expense.

The Consultant must obtain the required insurance with the carrier rated A-VIII or better by A. M. Best. In the event the Consultant subcontracts any part of this project, these insurance requirements must apply to all subcontractors.

The Consultant shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

\$ 1,000,000.00 Each Occurrence (Bodily Injury and Property Damage)

\$ 2,000,000.00 General Aggregate

\$ 2,000,000.00 Products/Completed Operations Aggregate

\$ 1,000,000.00 Personal and Advertising Injury

Contractual liability that will respond to Indemnification shall be included in the policy. The General Liability and Umbrella/Excess Liability policy Aggregate Limits shall apply separately to the project/location as defined in Section Two, Scope of Services. As an alternative, the Consultant may provide Commercial General Liability Insurance with no aggregate.

Comprehensive Automobile Liability Insurance

\$ 1,000,000.00 Combined Single Limit Bodily Injury and Property Damage. Coverage must include all owned, non-owned and hired vehicles used by the Consultant.

Umbrella Liability Insurance

\$ 4,000,000 per Occurrence

\$ 4,000,000 Aggregate.

Policy to apply excess of General Liability, Automobile Liability and Coverage B.

Workers' Compensation and Employers' Liability Insurance

\$ 500,000.00 Each Accident

\$ 500,000.00 Each Employee for Injury by Disease

\$ 500,000.00 Aggregate for Injury by Disease

If the Consultant is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by law.

Professional Liability Insurance

\$1,000,000 Each Claim

\$3,000,000 Aggregate

Consultant must confirm that the full limits are available, and they have not been reduced by other claims.

Other Conditions

The City, along with their respective elected or appointed officials, officers, agents, and employees, shall be included as Additional Insureds for Operations and Products/Completed Operations on the Consultant's Commercial General Liability Policy, Business Auto Liability and Excess Policy all of which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by the City is deemed excess, noncontributory and not co-primary in relation to the coverage (s) procured by the Consultant, any of its Consultant's, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operations of statute, government regulation or applicable case law.

A Waiver of Subrogation clause shall be added to the General Liability, Excess Liability, Automobile Liability and Professional Liability policies in favor of the City and this clause shall apply to the City's elected or appointed officials, officers, agents, and employees. It should also apply to the Consultant's Worker's Compensation policy if allowed by state law.

Prior to commencement of work, Consultant shall submit a Certificate of Insurance in favor of the City and as an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

In any and all claims against the Additional Insureds by any employee of the Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Consultant under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

The Consultant shall maintain in effect all insurance coverages required under this Agreement at the Consultants' sole expense and with a carrier(s) rated A-VIII or better by A. M. Best. In the event the Consultant fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the Consultant, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, the insurance carrier(s) will provide 30 days advance notice of the cancellation or non-renewal.

SECTION SIXTEEN WAIVER AND RENUNCIATION

No waiver or renunciation by either party to this Agreement with respect to any breach or default or of any right or remedy consequent thereon shall be deemed to constitute a continuing waiver or renunciation or a waiver or renunciation of any other breach or default or any other right or remedy consequent thereon unless such waiver or renunciation be expressed in writing, signed by the party making such waiver or renunciation and specifying the nature and extent of such waiver or renunciation.

SECTION SEVENTEEN ALTERNATIVE DISPUTE RESOLUTION

Disputes arising under the Agreement shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing

in this section shall prevent the City from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or the formation of contracts or subcontracts. In addition, the Architect/Engineer or other interested parties to the dispute shall be joined in any proceeding as a necessary party unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. (N.J. Stat. § 40A:11-50)

SECTION EIGHTEEN BINDING

This Agreement shall be binding upon the heirs, assigns, and/or successors in right, title, or interest of the parties to the Agreement.

SECTION NINETEEN CAPTIONS

All captions in this Agreement are for convenience only. They should not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

SECTION TWENTY MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

Consultant acknowledges that he/she cannot commence or continue to represent the City or any named individual or incur any expenses that would cause the contract amount to be exceeded without first receiving prior written authorization from the City Solicitor. Additionally, the City requires a 30-day notice including a case status report setting forth an estimate of the fees and costs anticipated whenever a request is made for a Change Order that would cause the contract amount to be exceeded.

Further, the City will not accept invoices representing time and expenses that were performed or incurred outside or beyond the contract end date.

Any work not specifically authorized may be rejected for payment at the discretion of the City.

**SECTION TWENTY-ONE
POLITICAL CONTRIBUTION DISCLOSURE**

This contract has been awarded to **COLLIERS ENGINEERING & DESIGN, INC.**, based on the merits and abilities of **COLLIERS ENGINEERING & DESIGN, INC.**, to provide the goods or services as described herein. This contract was awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. Nevertheless, the undersigned does hereby attest that **COLLIERS ENGINEERING & DESIGN, INC.**, their subsidiaries, assigns or principals controlling in excess of 10% of the company 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 contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract that would affect its ability to perform under the contract.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has caused the Seal of the City of Atlantic City to be hereto affixed and this Agreement to be signed by the Mayor and attested by the City Clerk thereof, and Consultant has caused this Agreement to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

ATTEST:

CITY OF ATLANTIC CITY

BY: Paula Geletei
Paula Geletei, City Clerk

BY: Marty Small, Sr.
Marty Small, Sr., Mayor

DATE: 7-6-26

WITNESS

COLLIERS ENGINEERING & DESIGN, INC.

Michelle Mutschler
Michelle Mutschler
Senior Administrative Professional

BY: Eduardo M. Freire, PE
President Eduardo M. Freire, PE
Principal Associate

The Agreement is approved as to form and execution.

Date: 8/25/26

BY: Peter T. Sallata, Esq.
Peter T. Sallata, Esq.
Assistant City Solicitor

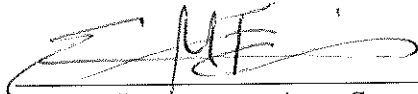
STATE OF New Jersey)
) ss.
COUNTY OF Atlantic)

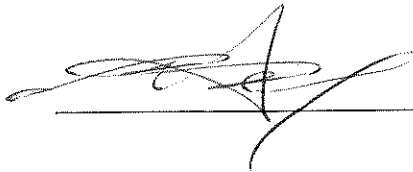
I CERTIFY that on June 19,, 2026,
Eduardo M. Freire, PE the Principal Associate ~~Secretary or Assistant Secretary~~ of the Corporation,
personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Principal Associate ~~secretary or assistant secretary~~ of
Colliers Engineering + Design Inc.
(the corporation named in this document);
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors and;
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

June 19,, 2026


~~Secretary or Asst. Secretary~~
Eduardo M. Freire, PE
Principal Associate



MICHELLE A MUTSCHLER
NOTARY PUBLIC OF NEW JERSEY
ID 50137127
My Commission Expires September 14, 2030

Resolution of the City of Atlantic City

No. 328

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

City Solicitors/s/ Michael J. Perugini

City Engineer/s/ Uzoma Ahirakwe

Prepared by City Solicitor's Office

Council Members MARSHALL, RANDOLPH, SHABAZZ & KURTZ present the following Resolution:

RESOLUTION TO AWARD A CONTRACT TO COLLIERS ENGINEERING & DESIGN, INC. TO PROVIDE ENGINEERING SERVICES FOR THE CITY-WIDE CONSTRUCTION PROJECT SPECIAL INSPECTIONS AND MATERIALS TESTING IN THE AMOUNT OF \$228,355.00

WHEREAS, the City of Atlantic City has a need to retain **COLLIERS ENGINEERING & DESIGN, INC.**, as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, **COLLIERS ENGINEERING & DESIGN, INC.** has submitted a proposal indicating they will provide **ENGINEERING SERVICES FOR THE CITY-WIDE CONSTRUCTION PROJECT SPECIAL INSPECTIONS AND MATERIALS TESTING**; and

WHEREAS, **COLLIERS ENGINEERING & DESIGN, INC.** will be granted a contract with the **CITY OF ATLANTIC CITY** in an amount not to exceed **TWO HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS (\$228,355.00)**; and

WHEREAS, **COLLIERS ENGINEERING & DESIGN, INC.**, has completed and submitted a Business Entity Disclosure Certification which certifies that **COLLIERS ENGINEERING & DESIGN, INC.** has not made any reportable contributions to a political or candidate committee in the City of Atlantic City and/or City Council in the previous one year, and that the contract will prohibit **COLLIERS ENGINEERING & DESIGN, INC.**, from making any reportable contributions through the term of the contract; and

WHEREAS, the Business Disclosure Entity Certification and the Determination of Value shall be placed on file with this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest an agreement with **COLLIERS ENGINEERING & DESIGN, INC.** for the hereinabove purpose in an amount not to exceed of **TWO HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS (\$228,355.00)**

BE IT FURTHER RESOLVED that a Certificate from the Chief Financial Officer has been attached to this Resolution, showing the availability of funds from account G-02-41-898-C24-299 to satisfy the aforesaid award of contract.

June 3, 2026 1:17 PM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
AHMED	X						KURTZ	X					
BAILEY	X						LACCA	X					
CROUCH	X					X	MARSHALL	X					
DUNSTON	X						SHABAZZ	X				X	
RANDOLPH, PRESIDENT							X						
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: MAY 13, 2026

Paula Geletei

/s/ Paula Geletei, City Clerk