

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 2000 Midatlantic Drive -Suite 100, Mount Laurel, NJ 08054 hereinafter referred to as the "**CONSULTANT**", pursuant to Resolution No. 464 adopted by City Council on June 18, 2025, 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 the **BADER FIELD REDEVELOPMENT PROJECT**; 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 **ENGINEERING SERVICES FOR THE BADER FIELD REDEVELOPMENT PROJECT** 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 **FORTY-NINE THOUSAND DOLLARS (\$49,000.00)**; and

**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.¹

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

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 EIGHTEEN 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 NINETEEN 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 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.

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:
BY: Paula Geletei
Paula Geletei, City Clerk

CITY OF ATLANTIC CITY
BY: Marty Small, Sr.
Marty Small, Sr., Mayor

DATE: 7-29-25

WITNESS
[Signature]
Brian E. Curtis, Esq.
VP/Secretary/General Counsel

COLLIERS ENGINEERING & DESIGN, INC.
BY: [Signature]
President Sr. Principal



The Agreement is approved as to form and execution.

Date: 7/28/25

BY: [Signature]
Peter T. Sallata, Esq.
Assistant City Solicitor

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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 law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company Name: Collins Engineering & Design
Name: J. Timothy Keenan
Title: Senior Principal
Signature: [Handwritten Signature]
Date: 7/23/25

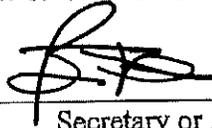
STATE OF New Jersey)
) ss.
COUNTY OF Monmouth ;)

I CERTIFY that on July 23, 2025,
Brian E Curtis, Esq., the Secretary or Assistant Secretary of the Corporation,
personally came before me, and this person acknowledged under oath, to my satisfaction, that:

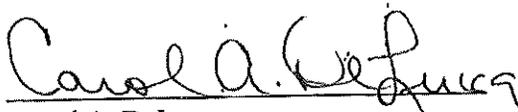
- (a) this person is the secretary or assistant secretary of
Colliers Engineering & Design, Inc.
(the corporation named in this document);
- (b) this person is the attesting witness to the signing of this document by the proper
corporate officer of the corporation;
- (c) this document was signed and 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.

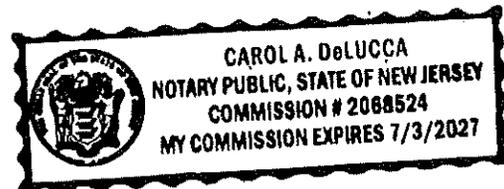
Signed and sworn to before me on

July 23, 2025



Secretary or Asst. Secretary
Brian E. Curtis, Esq.


Carol A. DeLuca



Phase 1.0 Pre-Application Package

A pre-application package will be prepared and submitted to NJDEP Green Acres. CED will assist in the preparation of the following:

1. Environmental assessment report prepared in accordance with Attachment I: Environmental Assessment Report Outline (N.J.A.C. 7:36-26.4(d)3).

1.0 Lump Sum Fee \$ 5,000.00

Phase 2.0 Final Application Package

Once the City has been authorized by Green Acres to submit a final application, it shall be submitted within 180 days of such authorization and prior to scheduling a public hearing on the application.

Task 2.1 Green Acres Survey Diversion Plan

Colliers Engineering & Design (CED) will prepare a NJDEP Green Acres Survey of Block 794, Lot 1 for the proposed diverted area (20.32 acres) and remaining lands in accordance with the Green Acres Program's Scope of Survey Services and Standard Detail Requirements.

We will utilize our existing survey map entitled "Boundary and Topographic Survey for Bader Field, Block 974, Lot 1, Atlantic City, Atlantic County, New Jersey," dated 8/21/2023 as a basemap for the Green Acres Survey and include location map, corner marker details, legend of acquisition, etc.

If a current title report is provided to CED, we will examine the report and show or otherwise make reference to easements and/or restrictions of record as contained therein.

Deliverables will be provided per Green Acres requirements and include a metes and bounds description of the diversion area and remaining lands.

Task 2.2 Green Acres Survey Replacement Plan

CED will perform a Boundary Survey of Block 794 Lot 1 in Atlantic City, Atlantic County, New Jersey, containing approximately 143 acres, in accordance with the standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e), and more specifically, the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors codified at NJAC 13:40-5.1. The survey will also be prepared in accordance with the State of New Jersey Department of Environmental Protection Green Acres Program's Scope of Survey Services and Standard Detail Requirements.

The basis for the location survey will be the cover deeds of record of the subject property and the adjacent parcels present cover deeds of record along with the physical evidence recovered in the field. If a current title report is provided to Maser Consulting, we will examine the report and show or otherwise make reference to easements and/or restrictions of record as contained therein.

Included in this phase of service are the following tasks:



- Public records research and pre-field records review;
- Field traverse, locatiiori survey and data collection;
- Field survey data reduction and computation; and
- Boundary analysis and survey calculations.

The client should furnish the surveyor with the following information/documents before we initiate work on the project:

- A copy of the property deed(s) of record;
- A copy of adjoining deeds and reference filed maps. (Colliers Engineering can obtain this information through our subcontractor if it cannot be provided to us. The fee for these services will be passed onto you as a reimbursable expense).
- A copy of the property title binder;
- A statement in writing of the person or persons to be named in the Certification of Survey;
- Permission to enter the property to perform the services.

The fee for this service is based upon the assumption that the deeds mathematically close, that there are no title problems, that there are no overlaps or gores with adjoining properties and that extraordinary research or analysis is not required. In the event that any of the issues cited in this paragraph do become issues during the course of our survey work, we will discuss the additional work and related costs with you prior to completion of such work.

The primary ground control will be performed by utilizing Global Positioning System (GPS) to establish the horizontal control points. The horizontal control points will be tied to the New Jersey State Plane Coordinate System, North American Datum (NAD) 1983 adjustment.

Deliverables will be provided per Green Acres requirements and include a metes and bounds description of the replacement parcel.

Task 2.2.1 Corner Marking

This phase includes the setting of concrete monuments and capped iron pins at property corners not previously marked as per Green Acres specifications, or other line marking as may be required per Green Acres Review.

Concrete monument	\$300.00 per
Capped rebar	\$175.00 per

Task 2.3 Minor Subdivision Plat

Colliers Engineering & Design will prepare a Minor subdivision plan of Lot 1, Block 794 in the City of Atlantic City, Atlantic County, NJ containing approximately 20.82 acres of land.

We will prepare a Minor Subdivision of the property in accordance with the "Title Recordation Act" in P.L. 2011 c. 217 and the requirements of the applicable local land subdivision ordinance. It is our understanding that The City intends to relocate the 20.32 acres and 0.5 acre Green Acres

encumbrances located on Block 794, Lot 1 to a new location on Block 794, Lot 1. Said new location is to be subdivided from Block 794, Lot 1.

Note - It is assumed that corners of the newly created Green Acres area will be monumented during the creation of the Green Acres area per Green Acres standards and that **corners** will not be set per the "Title Recordation Act" in P.L. 2011 c. 217.

2.0 Lump Sum Fee \$ 26,000.00 (plus additional cost per monument required)

Phase 3.0 Final Application Compensation Proposal

As necessary or requested by the City, assistance will be provided to prepare a final compensation proposal and CED may be requested to provide the following under this scope of work:

1. A narrative description of any replacement land, parkland improvements, lands to be acquired or replacement recreation and conservation facilities proposed by the applicant pursuant to N.J.A.C. 7:3626.10;
2. A description of the intended use for recreation and conservation purposes of any proposed replacement land or other land to be acquired;
3. Updated copies of any of the maps required if there have been any changes in the information depicted in the maps; and
4. A proposed public notice for the public hearing required.

3.0 Hourly (Not to exceed \$5,000.00) (per attached rate schedule)

Phase 4.0 Final Application Public Hearing Preparation

The City is required to advertise and hold a public hearing on the final application. This hearing shall be held at least 90 days before the date of the State House Commission meeting at which the application is to be considered. The meeting must be held on a weekday evening in the City. It may be a part of a meeting of the City's governing body, as long as separate notice of the hearing is provided, and the applicant adjourns the meeting of the governing body to conduct the public hearing.

Notices required at least thirty (30) days prior to the hearing:

1. A City press release is encouraged but not required;
2. Posting on the City web site;
3. Legal notice in the official newspaper of the City;
4. Written notice to:
 - a. Green Acres;
 - b. Governing body;
 - c. Local planning board(s);
 - d. Environmental commission(s);
 - e. Open space advisory committee(s) of the municipality;
 - f. Council on Affordable Housing; and
 - g. Other regional regulatory agency identified by the Department, as applicable.



5. Written notice of the hearing via certified mail (return receipt requested) to all persons who own land or who hold easements on land located within 200 feet of the parkland that is the subject of the proposed minor diversion, and to any easement holders for that land who are listed in the tax records for the municipality in which the land is located; and
6. Post and maintain in a legible condition until the public comment period is concluded, a sign on the parkland that is the subject of the proposed diversion or disposal.

Additional notice required at least fifteen (15) days prior to the hearing:

1. Display ad in the official newspaper of the City.

CED will assist in the preparation of, the following:

1. Draft language for the hearing public notice;
2. Request to the local newspaper to publish hearing notice as a legal advertisement 30 days from the hearing and as a display advertisement 15 days from the hearing;
3. Request to City to post hearing notice on the City website;
4. Draft written notices to groups, agencies, landowners and easement holders, as applicable and listed above. Coordinate mailing of such written notices;
5. Coordinate with a sign vendor to post the hearing notice language on a sign at the park as required;
6. Prepare a document summarizing public comments made during the scoping hearing;
7. Retain and submit to Green Acres at least 75 days before the date of the State House Commission meeting at which the application is considered:
 - a. Proof of publication of the notices of public hearing;
 - b. A dated copy of the web site posting;
 - c. Copies of and proof of mailing of the notices;
 - d. Proof of the posting and maintenance of the sign as required; and
 - e. A copy of a transcript of the public hearing as required.
8. A summary of the public comments made at the public hearing and/or provided in writing during the public comment period and the applicant's response to the public comments; and
9. Draft resolution of the City's governing body reaffirming the City's request for approval of its application for the disposal or diversion of parkland.

Items and information needed from the City:

1. 200 ft property owner and easement list;
2. Review draft hearing notice for correctness and accuracy;
3. Advertisement costs to publish both a legal and display advertisement in the local newspaper;
4. Post hearing notice on City Website;
5. Mailing and reproduction costs related to written notices to groups, agencies, landowners and easement holders listed above;
6. Production and installation costs related to the sign required to be posted and maintained at the park;

7. Provide the affidavits of publication from the newspaper for the legal and display advertisements;
8. A copy of a transcript of the public hearing as required;
9. Copies of the public comments provided in writing during the public comment period and the applicant's response to the public comments;
10. Authorizing resolution reaffirming the applicant's request for approval of its application for the disposal or diversion of parkland; and,
11. A letter from the City's attorney stating:
 - a. The attorney has reviewed the entire final application submitted for Commissioner and State House Commission approval;
 - b. It is the attorney's opinion that the applicant is empowered to proceed with the application;
 - c. It is the attorney's opinion that the applicant is not in violation of any applicable Federal, State, or local laws, rules, regulations, codes, or ordinances pertaining to the proposed minor disposal or diversion of parkland or to the project for which the disposal or diversion is sought; and
 - d. If the applicant is a local government unit, it is the attorney's opinion that the local government unit has complied, to the extent applicable, with the Local Lands and Buildings Law, N.J.S.A. 40A:121 et seq., the statutory provisions governing municipal parks and playgrounds (N.J.S.A. 40:611 et seq.), the statutory provisions governing boards of recreation commissioners and the establishment of municipal and county parks and playgrounds (N.J.S.A. 40:121 et seq.), the local open space tax statute, N.J.S.A. 40:1215.1 through 15.9, and any other statute governing the conveyance, disposal or diversion of land or parkland held by a local government unit.

4.0 Lump Sum Fee \$ 3,000.00

Phase 5.0 Meetings and Communications

Meetings and communications are required throughout all phases of the Green Acres Diversion and will be billed hourly in accordance with the 2025 Rate Schedule and as outlined below:

5.1 Final Application Public Hearing

The City is required to advertise and hold a public hearing on the final application. This hearing shall be held at least 90 days before the date of the State House Commission meeting at which the application is to be considered. The meeting must be held on a weekday evening in the City. It may be a part of a meeting of the City's governing body, as long as separate notice of the hearing is provided, and the applicant adjourns the meeting of the governing body to conduct the public hearing.

CED will perform the following:

1. Attend one (1) public hearing and assist the City with presenting the proposed diversion to the public.



Engineering
& Design

5.2 Meetings and Communication

Meetings: Attendance at other public meetings where expert testimony is required and attendance at agency and project coordination (including with client and other consultants) meetings will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the meeting is held. Time spent preparing for meetings will also be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is completed.

Communications: The intensity, methods, and frequency of communications required to complete a project varies from client to client, and from project to project, but is essential to expediting the project successfully. As it is not possible to determine the scope of services required for this effort prior to the commencement of services, we will provide these services on a time and material basis as needed. Services under this effort will include, but may not be limited to:

- Telephone and conference calls re: project status and/or follow up with review agencies;
- General email review and generation related to project advancement;
- Status updates and reporting; and
- Correspondence and coordination with governmental agencies having jurisdiction over the project.

5.0 Hourly (Not to Exceed \$10,000.00) (per attached rate schedule)



Engineering & Design

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Task Name	Fee
Phase 1.0 Pre-Application Package	\$5,000.00
Phase 2.0 Final Application Package	\$26,000.00
Phase 3.0 Final Application Compensation Proposal (Hourly NTE)	\$5,000.00
Phase 4.0 Final Application Public Hearing Preparation	\$3,000.00
Phase 5.0 Meetings and Communications (Hourly NTE)	\$10,000.00
Concrete Monuments (as required by Green Acres)	\$300 each
Capped Rebar (as required by Green Acres)	\$175 each
Total	\$49,000.00 (plus monuments)

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice. **Payment terms are NET30 of receipt of invoice.**

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined in Section I;

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.



Engineering
& Design

Section II – Business Terms and Conditions

Colliers Engineering & Design, including its affiliates and subsidiaries, ("CED") agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Colliers Engineering & Design and said Client.

1.0 SCOPE OF SERVICES:

CED will provide a description of the Services requested under this agreement in written form (the "Scope of Services" or "Proposal"). Services not expressly in the Scope of Services are excluded from it, and CED will assume no responsibility to perform excluded services under this Agreement, or any later executed agreement. If more Services become necessary during a project, CED may provide such Services using its Technical Staff Hourly Rate Schedule in effect at the time of Services, and attached as Section II.

The proposed fees in this Agreement shall be open for acceptance for 60 days from the date the Scope of Services is provided. If: (a) this Agreement is executed more than 60 days after CED's provision of the Scope of Services to Client; (b) CED's fees for the Scope of Services are proposed on a lump sum or unit price basis; (c) CED's provision of Services continues 12 months after the commencement of Services or Effective Date of this Agreement, including where the Services are not yet completed; or (d) the Client suspends CED's Services for period of more than 30 days, then CED reserves the right to increase its fees for the Scope of Services upon mutual agreement of the Parties.

2.0 STANDARD OF CARE:

In performing Services, CED will exercise its professional judgment, made based on the information available to it, and use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality during the same period. CED further represents that it will perform all Services following any scope, instructions, or specifications provided by the Client to CED. We shall exercise the usual and customary professional care in our efforts to follow applicable code, regulations, laws, rules, ordinances, or such other requirements in effect at the time of this Agreement. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

CED will invoice client monthly. CED's invoices will include a description of Services performed based on percentage completed, and a summary of professional fees, expenses, and other disbursements and charges. In the event Client requests a more detailed invoice format, CED reserves the right to increase its fees for time incurred by its staff to prepare the requested invoice. If Client fails to submit comments or objections in writing within 14 days of Client's receipt of an invoice, the accounting of the invoice shall be considered correct, and Client waives any objection to payment of the invoice.

Expenses incurred for Services, equipment, and facilities not offered by CED shall be invoiced at a rate not to exceed their cost, plus fifteen percent (15%). Reimbursable expenses will include, but not be limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials at the Client's request or which are necessary for the completion of a Scope of Services.

CED shall invoice All Services provided on an overtime basis at ONE AND ONE-HALF TIMES (1.5x) the rates provided in Section II – Technical Staff Hourly Rate Schedule in effect at the time of provision of the Services.

4.0 PAYMENT:

CED invoices are payable in full within 30 days of receipt by the Client. In the event Client has not objected to an invoice under Section 3 above, and fails to make payment within 30 days of receipt thereof, CED reserves the right to assess interest of one and one-half percent (1.5%) on any outstanding invoiced amounts due. In the event payment is not made in accordance with the terms here, CED reserves any and all rights, at law or in equity, to pursue payment from the Client, including, but not limited to the withdrawal of any applications to federal, state, or local regulatory agencies and boards filed by CED on behalf of the Client ("Applications"). Before the withdrawal of any Application, CED will provide the Client with 14 days' written notice and opportunity to cure. Client shall be responsible for all fees and costs incurred by CED to collect invoiced amounts due to it, including CED's reasonable attorneys' fees and costs.

5.0 RETAINER:

CED reserves the right to request a retainer from the Client before beginning Services on a project. Any retainer paid by the Client will be held in trust by CED. CED shall have the right to apply the retainer, in its reasonable discretion, to any unpaid invoice. Additionally, in the event any retainer held by CED is depleted, CED shall have the right to request replenishment thereof prior to performing any further or additional services.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide access to the location where CED's Services are to be performed and right of entry for all CED personnel and equipment needed for the completion of the Scope of Services. CED will take all reasonable precautions to minimize any damage to the property, it being

understood by the parties that in the normal course of CED's Services damage may occur, the repair or remediation of which is not part of the Scope of Services, this Agreement, or CED's obligation.

Client shall furnish or cause to be furnished to CED any and all documents and information related to: (a) surface and subsurface site conditions, which CED requires knowledge of for the proper performance of the Scope of Services; and (b) the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the project site. CED may rely on the accuracy and completeness of Client provided documents and information provided by Client, Client's consultants and contractors, and information from public records pursuant to this Section in performing the Scope of Services required under this Agreement, and the Client shall assume all responsibility and liability for their accuracy and completeness.

CED shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures. Except as otherwise provided for here, CED shall be responsible only for its employees, subconsultants, and subcontractors on any project site. Neither the professional activities nor the presence of CED or its employees or subcontractors on a project site shall imply that CED controls the operations of others, nor shall this be construed to be an acceptance by CED of any responsibility for jobsite safety.

7.0 UTILITIES:

Client will take reasonable precautions per the professional standard of care to avoid damage or injury to subterranean structures or utilities during the performance of its Services. The Client agrees to indemnify, defend, and hold CED harmless for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system, or are omitted or incorrectly conveyed on any documents, plans or specifications provided to CED.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments in accordance with this Agreement or an invoice, or is otherwise in material breach of this Agreement, CED will provide seven days written notice to the Client, and opportunity to cure, before suspending performance of its Services until Client makes all payments due under this agreement. CED will have no liability whatsoever to the Client for any costs or damages from such suspension, and the Client agrees to indemnify, defend, and hold CED harmless from any claim or liability resulting from Client's failure to make payment and any resulting suspension by CED.

This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to satisfy the terms of this document, or suspension of CED's Services for more than 90 days. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CED may elect to complete any analyses and records as are necessary for its internal record keeping, including a report of the Services performed before termination. CED shall be paid for all Services performed before the termination notice date, plus reasonable termination expenses including, but not limited to, the costs of completion of any reports or analyses for its internal record-keeping purposes.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Client shall directly retain any third parties whose Services are needed in connection with the Scope of Services including, but not limited to, consultants, contractors, drillers, analytical laboratories, transporters, other experts (collectively, "Contractors"), unless prohibited from doing so. If included in the Scope of Services, CED will advise the Client in selecting Contractors and will help the Client coordinate and monitor the Contractors' performance. In no event will CED assume any liability or responsibility for a Contractor's failure to perform, regardless of whether CED contracts directly with said Contractors, or only coordinates and monitors their work. If CED does engage a Contractor on behalf of the Client, Client will be invoiced all expenses incurred, including rental of special equipment necessary for the work, at a rate not to exceed their cost, plus twenty percent (20%), as they are incurred.

Client, by engaging CED to advise it or retain Contractors on its behalf, agrees to defend, indemnify and hold CED, its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by said Contractors. In addition, Client agrees to pursue recovery of and assert any claims based on its loss, expenses and/or damages solely and directly against those Contractors. In consideration of such indemnity and waiver, CED agrees to assign its rights and/or claims against those subconsultants/subcontractors under the Contractors' agreements with CED, to the Client.

10.0 AGREED REMEDY:

CED shall be liable to the Client only for direct damages to the extent caused by CED's negligence in the performance of its Services. CED SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

To the fullest extent permitted by law, the total liability, in the aggregate, of CED and CED's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for injuries, claims, losses, expenses, or damages arising out of in any way related to CED's Services, the project or this Agreement, including, but not limited to, negligence, strict liability, breach of contract, or breach of warranty, shall not exceed six times the total compensation received by CED under this Agreement or the applicable CED insurance limits, whichever is less, excluding reimbursable expenses and any Contractor or subconsultant fees produced supporting the project or pursuant to this Agreement. If the project contemplated within this Agreement includes multiple phases, such liability limit shall be calculated using, and applicable only to, the particular phase in which the direct damages occur under.



The Parties agree that CED's Services in connection with the project shall not subject CED's individual employees, officers, or directors to any personal legal exposure for the risks associated with the project, Services, or arising out of this Agreement. As a result, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against CED, a New Jersey corporation, and not against any of CED's employees, officers, or directors.

11.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer its obligations or interest in the Agreement without the written consent of CED.

CED shall not, in connection with any such assignment by the Client, have to execute any documents that may, in the sole judgment of CED, increase CED's contractual or legal obligations or risks, or impact the availability or costs of its professional or general liability insurance.

CED may assign this Agreement without the Client's consent if such assignment is to (a) a parent, affiliate, or subsidiary, (b) an acquirer of assets, or (c) a successor by merger.

The Agreement shall not create any rights or benefits to third parties other than the Client and CED, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the Client or CED. CED's Services under this agreement are being performed solely for the benefit of the Client, and no other entity will have any claim against CED arising out of this Agreement, CED's nonperformance or performance of Services under this agreement.

12.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, electronic files, field data, notes, and other documents and instruments ("Documents") prepared by CED are and remain the property of CED as instruments of service. The Documents may not be copied by the Client or others on extensions of this project, or on any other project. The Client agrees not to use CED's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by CED, or for future modifications to this project, without CED's express written permission. Any use, reuse, or distribution to third parties without such express written permission, or project-specific adaptation by CED will be at the Client's sole risk and without liability to CED, its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors.

If electronic Document production is required by this Agreement, Client request, or the project, CED will provide the Client electronic Documents subject to the following conditions:

The Client must execute CED's Electronic Media Release form before any distribution of electronic files. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Client acknowledges that electronic Documents provided to the Client are for informational purposes only and are not intended as an end-product. CED makes no representation of any warranties, either express or implied, about the fitness or suitability of the electronic Documents. Accordingly, the Client agrees to waive all claims against CED and CED's subconsultants relating in any way to the unauthorized use, reuse or alteration of the electronic Documents. Any unlicensed use or reuse of the electronic Documents without CED's written consent will violate its copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered Documents of record.

CED shall not be required to sign any documents, no matter by whom requested, that would result in CED having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

13.0 DELAYS:

CED shall not be responsible for delays caused by factors beyond its reasonable control, including, but not limited to, accidents, epidemics, pandemics, acts of God, fires, hurricanes, floods, explosions, strikes, boycotts, labor disputes, failure of the Client to provide timely information, review, approval, or rejection of CED's Services or work product, faulty performance by Client Contractors of any level, and acts of Government, which, in the opinion of CED, could not have been reasonably foreseen and mitigated ("Force Majeure Delays"). The occurrence of any Force Majeure Delay will entitle CED to an extension of time in performing the Scope of Services, and CED will notify the Client of the resultant increase in the total cost of providing the Scope of Services. Client shall be solely responsible for compensating CED for the resultant increase in cost. The Client agrees that CED shall not be responsible for damages, nor shall CED be considered in default of this Agreement, arising out of, or relating to any Force Majeure Delay.

The fees quoted in this Agreement assume that upon authorization, the project will begin through to completion without a stop work order or suspension by the Client. Should a stop work order or request to suspend CED's Services be received from the Client before completion of the Scope of Services, CED reserves the right to assess added fees to recommence its Services for the project.

14.0 INDEMNIFICATION:

CED shall keep, at its own expense, Workers' Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish certificates of insurance to the Client.

To the fullest extent permitted by law, Client shall indemnify and hold harmless CED and its agents, officers, directors and employees, subcontractors or subconsultants (collectively referred to in the remainder of this Section as CED) from and against all claims, damages, losses and expenses, whether direct, indirect, consequential, special, or punitive, including, but not limited to, reasonable attorneys' fees and costs,



court costs and arbitration costs arising out of or relating to: (a) CED's Services; (b) Hazardous Materials; (c) unauthorized use, distribution, or reuse of Documents without CED's involvement and written consent; (d) Force Majeure Delays; (e) Construction Observation Services; (f) Design Services; (g) Topographic Mapping Services; (h) Earthwork Analysis Services; or (i) any claims against CED arising from the acts, omissions or work of third-parties, Contractors, or others, unless it is determined by a court of competent jurisdiction that CED is guilty of negligence, gross negligence, or willful misconduct in connection with the Services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

This indemnification shall not apply to claims, damages, losses, or expenses which are decided by a court of competent jurisdiction to result from the gross negligence or willful misconduct by CED in fulfilling its obligations under this Agreement.

15.0 GOVERNING LAW:

The laws of the State within which the project is located will govern the validity of this Agreement, its interpretation and performance, without regard to any conflicts or choice of law statutes. Any litigation arising from this Agreement shall be brought in the State of the project and Services, and venued in State or Federal Court of said State.

16.0 INVALID TERMS:

The invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision, and the partial invalidity of any provision of this Agreement shall not invalidate the remainder.

17.0 SURVIVAL:

All express representations, indemnifications, or limitations of liability in this Agreement will survive the termination of this Agreement or completion of all Services of CED under this Agreement.

18.0 ENTIRE AGREEMENT:

This Agreement forms the final and complete Agreement between the Client and CED. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel, and is satisfied with the terms contained here. Amendments to this Agreement shall not be binding unless made in writing and executed by the Parties.

To the extent Client provides its own Agreement, and that Agreement conflicts with or is silent about any term or condition expressed here, these conditions shall prevail and shall be binding on the Parties.

Project Scope Specific Terms and Conditions, as applicable.

19.0 CONSTRUCTION OBSERVATION SERVICES:

If the Scope of Services for this Agreement includes Construction Observation Services (as hereinafter defined), then the provisions below shall apply:

During the project's construction phase, CED shall consult, advise, and act as Client's representative (the "Construction Observation Services") as provided in the Scope of Services. The extent and limitations of the duties, responsibilities, and authority of CED as outlined in the Scope of Services and CED's Proposal shall not be changed, unless agreed to in writing by the Parties.

CED's Services during the construction phase are intended to provide Client greater confidence that the completed work of Client's Contractor will conform to the approved plans, drawings, specifications, and related documents (the "Construction Documents"). CED need not make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work. CED shall not, during visits to the project site or because of observation of Contractor's work, supervise, direct, or have control over Contractor's work, nor shall CED have authority over or responsibility for the means, methods, techniques, sequences, safety precautions, programs incident to the work, or procedures of construction performed by Contractor. CED shall not be responsible for any failure of Contractor to follow laws, rules, regulations, ordinances, codes, or orders applicable to its furnishing and performing of its work. So, CED neither guarantees the performance of any Contractor, nor assumes responsibility for any Contractor's failure to perform its work per the Construction Documents.

If the Scope of Services for this Agreement includes Design Services, but does not include Construction Observation Services, then the provisions below shall apply:

The parties understand and agree that CED's Services under this Agreement do not include construction observation or review of a Contractor's performance or any other construction phase services, and that the Client will provide such observation or review. The Client assumes all responsibility for any interpretation of the Construction Documents, or observation and supervision performed by others, and expressly waives any claims against CED in any way arising out of or related thereto.

If the Parties agree that CED will provide any construction phase services, CED shall be compensated per a written agreement executed between the Parties.



20.0 OPINIONS OF PROBABLE COST:

In reviewing CED's opinions of probable construction cost, the Client understands that CED has no control over costs, the price of labor, equipment, materials, or the Contractor's method of pricing. Any opinions of probable construction costs provided by CED are based on CED's judgment, qualifications, and experience as a design professional familiar with the construction industry. CED makes no representation or warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs.

21.0 HAZARDOUS MATERIALS:

As for Services involving hazardous materials as defined in this Section, CED has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any project site, its compensation is in no way commensurate with the potential liability that may be linked to a material or substance or project site, and thus it shall not have any responsibility or liability related thereto.

If the Scope of Services for this Agreement does not include services related to hazardous materials, including, but not limited to, asbestos, smoke, vapors, soot, fumes, acids, alkalis, toxic or hazardous chemicals and substances, radioactive materials, liquids, gases, or any other harmful material, whether in the air, surface soil or subsurface soil, rock, water or groundwater, watercourse, objects at the project site, or any tangible or intangible matter ("Hazardous Materials"), then the following provision shall apply:

The Parties acknowledge that CED's Scope of Services includes no services related to Hazardous Materials. In the event CED or any other party encounters Hazardous Materials at the project site, or should it become known in any way that such Hazardous Materials may be present at the project site or any adjacent areas that may affect the performance of CED's services, CED may, at its sole option and without liability for consequential or any other damages, suspend performance of Services until the Client works to identify, abate, and/or remove the Hazardous Materials, and to warrant that the project site complies with all applicable laws, codes, regulations, and administrative orders.

22.0 TOPOGRAPHIC MAPPING:

If the Scope of Services for this Agreement includes Topographic Mapping, then the provisions below shall apply:

CED shall perform the Services necessary to produce the required Topographic Mapping and/or shall retain an independent subconsultant to perform Topographic Mapping services. The Topographic Mapping shall be prepared in conformity to generally accepted standards for aerial mapping services. CED's sole responsibility and liability on the accuracy or completeness of the Topographic Mapping is limited to the correction of any inaccurate information. CED's correction of any inaccurate information shall be the Client's sole remedy related to any Topographic Mapping and information derived from it.

If the location of subsurface information is to be provided by CED, the topographic survey shall be limited to the extent of the information provided by the Client or others. CED shall not be responsible for any unknown conditions not identified in the information provided to CED, or any unknown condition beyond the reasonable scope of the information obtained because of any testing, test pit excavations, boring, or samples taken by CED.

23.0 EARTHWORK ANALYSIS:

In reviewing CED's earthwork analysis, calculations, reports, or opinions ("Earthwork Analysis"), the Client understands that CED's data is based on the topographic mapping used as a base map for plan preparation, and that topographic mapping has certain standard tolerances and accuracy limits. The Client further understands that based on earthwork differences resulting from topographic map accuracy limitations, construction changes, topsoil depth, replacement of unsuitable soils, weather conditions, construction means and methods, soil conditions, earthwork calculation methods, soil volume calculation methods, and other factors, some of which are unique to each Contractor and project site, it is impossible to definitively predict quantities that will ultimately be determined as associated with a particular project site. As such, CED's sole responsibility and liability on the accuracy or completeness of the Earthwork Analysis is limited to the correction of any inaccurate information. To find actual quantities and costs associated with required earthwork, the Client must solicit construction bids from qualified Contractors and must require such Contractors to find existing topographic conditions, subgrade conditions, construction plans, and procedures.

24.0 STORAGE OF CLIENT MATERIAL:

CED shall keep in its storage facility samples collected as part of its Services for three months after issuance of final reports. All samples will later be disposed of following proper regulations in place at the time. Extended storage of samples can be arranged at an added cost to be set up on a project-by-project basis.

25.0 GENERAL CONSTRUCTION ADMINISTRATION:

If the Scope of Services for this Agreement includes General Construction Administration ("GCA"), then the provisions below shall apply:

CED will provide GCA services per this Agreement and the edition of AIA Document A201-2017, "General Conditions of the Contract for Construction", excluding documents E203-2013 ("Building Information Modeling and Data Exhibit") and G702-2013 ("Project Building Information Modeling Protocol Form") referenced in it. Any other modifications made to the General Conditions, if adopted as part of this Agreement, shall be enforceable under this Agreement only to the extent that they align with this Agreement or approved in writing by CED.



Engineering
& Design

Section III – Rate Schedule

Technical Staff Rates 2025

Billing Titles	Hourly Rates
Executive Principal	360.00
Senior Principal	345.00
Principal	320.00
Senior Technical Director	295.00
Senior Project Manager	270.00
Technical Director	230.00
Project Manager	220.00
Senior Project Specialist	200.00
Project Specialist	190.00
Technical Professional	180.00
Technical Specialist	170.00
Specialist	160.00
Senior Data Technician	150.00
Senior Technical Assistant	140.00
Technical Assistant	125.00
Field Technician	115.00
Data Technician	115.00
Survey Crew - 1 Person w/Robotic Equipment	195.00
Additional Survey Crew Member	85.00
SUE Crew (designating) - 1 Person	160.00
Additional (designating) Member	85.00
SUE Crew (locating) - 2 Person	220.00
Additional (locating) Member	85.00
Expert Witness	425.00
Sr. LSRP	330.00
LSRP	290.00

Reimbursable Expenses

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.05 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.655 / Per Mile
	Field Vehicle 0.75 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Master Schedule

Rates are effective through December 31, 2025



Engineering & Design

Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature _____ Date _____

Printed Name _____ Title _____

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. Payment terms are NET30 of receipt of invoice. This proposal is valid until August 18, 2025.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.

Adam Warburton, PP, AICP
Project Manager

J. Timothy Kernan, PE, PP, CME
Regional Manager and Senior Principal

AW/vm

- cc: Michael J. Perugini, mjperugini@acnj.gov
- Ward, Catherine, cward@stradley.com
- David Mazzocco, dcm@tsparch.com
- David Scheuermann, dns@tsparch.com
- Kevin Dixon, kevin@dixonassociates.com

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Resolution of the City of Atlantic City

No. 464

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

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Director of Planning & Development/s/ Jacques Howard

REVISED 6/18/2025

Prepared by City Solicitor's Office

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

RESOLUTION TO AWARD A CONTRACT TO COLLIERS ENGINEERING & DESIGN, INC. TO PROVIDE ENGINEERING SERVICES FOR THE BADER FIELD REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$49,000.00

WHEREAS, the CITY OF ATLANTIC CITY has a need to retain **COLLIERS ENGINEERING & DESIGN, INC.** as a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, **COLLIERS ENGINEERING & DESIGN, INC.** has submitted a proposal indicating they will provide **ENGINEERING SERVICES FOR THE BADER FIELD REDEVELOPMENT PROJECT**; and

WHEREAS, **COLLIERS ENGINEERING & DESIGN, INC.** will be granted a twelve (12) month contract with the CITY OF ATLANTIC CITY in an amount not to exceed **FORTY-NINE THOUSAND DOLLARS (\$49,000.00)**; 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 **FORTY-NINE THOUSAND DOLLARS (\$49,000.00)**; and

*NAMED INSUREDS INCLUDE:

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying CT P.C.

Colliers Engineering & Design/Maser Consulting Inc.

Colliers Land Services, LLC

Colliers Engineering & Design CT, P.C.

CED Architecture Inc.

Phase Zero Design Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>CITY OF ATANTIC CITY</p> <p>1301 BACHARACH BLVD ATLANTIC CITY, NJ 06401</p>	<p>PER THE WRITTEN CONTRACT OR AGREEMENT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Resolution of the City of Atlantic City

No. 464

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

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Director of Planning & Development/s/ Jacques Howard

REVISED 6/18/2025

Prepared by City Solicitor's Office

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

RESOLUTION TO AWARD A CONTRACT TO COLLIERS ENGINEERING & DESIGN, INC. TO PROVIDE ENGINEERING SERVICES FOR THE BADER FIELD REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$49,000.00

WHEREAS, the CITY OF ATLANTIC CITY has a need to retain **COLLIERS ENGINEERING & DESIGN, INC.** as a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, **COLLIERS ENGINEERING & DESIGN, INC.** has submitted a proposal indicating they will provide **ENGINEERING SERVICES FOR THE BADER FIELD REDEVELOPMENT PROJECT**; and

WHEREAS, **COLLIERS ENGINEERING & DESIGN, INC.** will be granted a twelve (12) month contract with the CITY OF ATLANTIC CITY in an amount not to exceed **FORTY-NINE THOUSAND DOLLARS (\$49,000.00)**; 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 **FORTY-NINE THOUSAND DOLLARS (\$49,000.00)**; and

BE IT FURTHER RESOLVED that a Certificate from the Chief Financial Officer has been attached to this Resolution, showing the availability of funds from the BADER ACCOUNT 2023 to satisfy the aforesaid award of contract.

July 21, 2025 2:01 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.
BAILBY	X						LACCA				X		
CROUCH	X						MARSHALL	X					
DUNSTON	X						SHABAZZ	X				X	
KURTZ	X					X	TIBBITT	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: JUNE 18, 2025

Paula Geletei
 /s/ Paula Geletei, City Clerk