

A-1851  
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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 **ARTHUR PONZIO CO.**, with offices at 400 North Dover Avenue, Atlantic City, New Jersey 08401, hereinafter referred to as the "**CONSULTANT**", pursuant to Resolution No. 293 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 services of Consultant **FOR ENGINEERING & DESIGN SERVICES FOR THE CHELSEA DOG PARK**; 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 **PROFESSIONAL ENGINEERING & DESIGN SERVICES FOR THE CHELSEA DOG PARK** in the manner as more fully set forth in the attached proposal made apart hereof and incorporated herein by reference.

**SECTION TWO  
CONTRACT PRICE**

The City shall pay to the Consultant, and the Consultant agrees to accept as full payment for all the work performed pursuant to this Agreement a total sum not to exceed **FIFTY-TWO**

**THOUSAND FIVE HUNDRED DOLLARS (\$52,500.00).**

**SECTION THREE  
CONTRACT PERIOD**

The Agreement term shall be from May 1, 2026 through April 30, 2027.

**SECTION FOUR  
PAYMENT METHOD**

Payment to Consultant shall be made upon submission of invoices for payment to the Director of CDBG and approval of the same by the City Business Administrator.

It is expressly understood and agreed that payment of monies authorized under and by this Agreement shall only be monies 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 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 EIGHT 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 NINE ASSIGNMENT**

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

## **SECTION TEN 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 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 subconsultants.

#### **SECTION ELEVEN 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 TWELVE 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 THIRTEEN 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 FOURTEEN 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 of Atlantic 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 FIFTEEN INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the City from and against any claim (including any claim brought by employees of Consultant), liability, damage or expense (including attorneys' fees) that City may incur relating to, arising out of or existing by reason of (i) Consultant's performance of this Agreement or the conditions created thereby (including use, misuse or failure of any equipment used by Consultant or its subconsultants, servants or employees) or (ii) Consultant's breach of this Agreement or the inadequate or improper performance of this Agreement by Consultant or its subconsultants, servants or employees.

## **SECTION SIXTEEN INSURANCE**

Before commencing the 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 will provide a defense and indemnify the City against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Consultant's operations under 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 consultants, 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 sole 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 the 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.

#### **Minimum of Liability**

The Consultant must obtain the required insurance with the carrier rated A- VII or better by A.M. Best. The Consultant shall maintain at least the limits of liability as set forth below:

#### **Commercial General Liability Insurance**

\$ 1,000,000 Each Occurrence (Bodily Injury and Property Damage)  
\$ 2,000,000 General Aggregate  
\$ 2,000,000 Product/Completed Operations Aggregate  
\$ 1,000,000 Personal and Advertising Injury

Contractual Liability that will respond to the Indemnification clause, shall be included in the policy. The General Aggregate Limit shall apply separately to the work as defined in Scope of Services. As an alternative, the Consultant may provide Commercial General Liability Insurance with no General Aggregate. This policy must respond to bodily injury and property damage claims arising out of Professional Liability.

#### **Professional Liability Insurance**

\$ 1,000,000 Each Claim  
\$ 2,000,000 General Aggregate

If policy is a claims-made form, Consultant must identify known claims that affect the aggregate.

#### **Comprehensive Automobile Liability Insurance**

\$ 1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Coverage must include all owned, non-owned and hired vehicles used by the Consultant.

#### **Workers' Compensation and Employers' Liability Insurance**

\$ 500,000 Each Accident  
\$ 500,000 Each Employee for Injury by Disease

**\$ 500,000 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 state law.

**Umbrella**

**\$ 5,000,000 per Occurrence**

**\$ 5,000,000 Aggregate**

Contractual Liability and the General Aggregate shall apply on the same basis as the primary insurance.

**Additional Insured Status and Certificate of Insurance**

The City, along with their respective elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Consultant's Commercial General Liability Policy 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, non-contributory and not co-primary in relation to the coverage(s) procured by the Consultant, any of its consultants, 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 operation of statute, government regulation or applicable case law.

A Waiver of Subrogation Clause shall be added to the General Liability and Automobile 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 Workers' 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 an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

**No Limitation on Liability :**

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.

**Failure to Obtain/Maintain, Cancellation and Renewal**

The Consultant shall maintain in effect all insurance coverages required under this Agreement at the Consultant's sole expense and with insurance companies acceptable to the City. 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 Consultant will provide 21 days advance notice of the cancellation or non-renewal.

**SECTION SEVENTEEN  
POLITICAL DISCLOSURE**

This Agreement has been awarded to ARTHUR PONZIO CO., based on the merits and abilities of ARTHUR PONZIO CO., to provide the goods or services as described herein. This Agreement 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 ARTHUR PONZIO CO., 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 Agreement, nor will it make a reportable contribution during the term of the Agreement that would affect its ability to perform under the Agreement.

#### **SECTION EIGHTEEN 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 NINETEEN 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 TWENTY CAPTIONS**

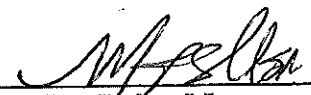
All captions in this Agreement are for convenience only. They should not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

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

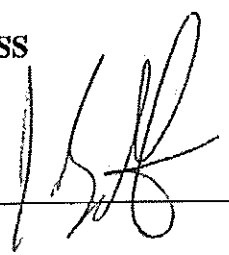
  
Paula Geletei, City Clerk

By:   
Marty Small, Sr., Mayor

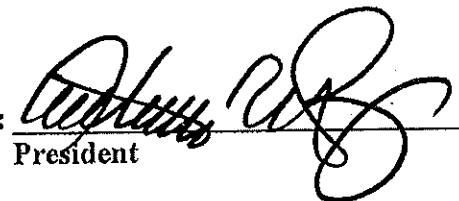
Date: 6/4/2026

Date: 6-4-20

WITNESS

  
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ARTHUR PONZIO CO.

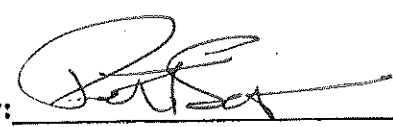
By:   
President

Date: 5/21/26

Date: 5-21-26

The Agreement is approved as to form and execution.

Date: 5/26/26

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

STATE OF New Jersey,

) ss.

COUNTY OF Atlantic,

I CERTIFY that on May 21, 2026,  
Arthur Ponzio Jr., the ~~Secretary or Assistant Secretary~~ President 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~~ President of  
Arthur Ponzio Co.  
(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

May 21, 2026

Arthur Ponzio Jr.  
Secretary or Ass. Secretary  
President

Dorothy C. Ponzio

DOROTHY C PONZIO  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 14, 2030

# Resolution of the City of Atlantic City

## No. 293

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

Factual contents certified to by

City Solicitors/s/ Michael J. Perugini

Director of CDBG/s/ Lance Smith

Prepared by City Solicitor's Office

Council Member MARSHALL, RANDOLPH, SHABAZZ & KURTZ presents the following Resolution:

### **RESOLUTION TO AWARD A CONTRACT TO ARTHUR PONZIO CO., FOR ENGINEERING & DESIGN SERVICES FOR CHELSEA DOG PARK IN THE AMOUNT OF FIFTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$52,500.00)**

**WHEREAS**, the City of Atlantic City requires the Professional Services of **ARTHUR PONZIO CO. FOR ENGINEERING & DESIGN SERVICES FOR CHELSEA DOG PARK**; and

**WHEREAS**, the City of Atlantic City has a need to retain **ARTHUR PONZIO CO.** as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, **ARTHUR PONZIO CO.**, has completed and submitted a Business Entity Disclosure Certification which certifies that **ARTHUR PONZIO CO.** 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 **ARTHUR PONZIO CO.** 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 **ARTHUR PONZIO CO.**, for the hereinabove purpose, for a total sum not to **FIFTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$52,500.00)**.

**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 No. G-14-24-030-300-081 from the 2026 Budget to satisfy the aforesaid award of contract. This Agreement is contingent upon State approval.

**BE IT FURTHER RESOLVED** that Public Notice of this Resolution shall be PUBLISHED in THE PRESS at least once pursuant to the requirements of N.J.S.A. 40A:11-1, et seq., as amended.

May 19, 2026 10:59 AM

| 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