

AGREEMENT FOR PROFESSIONAL SERVICE

THIS AGREEMENT made as of this day of February, 2010, by and between the Borough of Eatontown (hereinafter called the "Borough"), and Alan P. Hilla, Jr. of Birdsell Engineering, Inc., (hereinafter called the "Zoning Officer").

WITNESSETH, that in and for the consideration of the mutual covenants and agreements herein contracted, the parties do hereby agree as follows:

WHEREAS, the Borough has been formed pursuant to the applicable New Jersey Statues and Municipal Ordinances; and

WHEREAS, in order to fulfill its duties under the Statues and the Ordinances creating the Borough, it is necessary that the Borough retain the services of a competent Zoning Officer; and

WHEREAS, the Borough has retained the services of Alan P. Hilla, Jr. of Birdsell Engineering, Inc., inasmuch as he is competent to fulfill the needs of the Borough as outlined herein.

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

SCOPE OF SERVICES

The Zoning Officer shall perform all services requested, relative to the enforcement of Borough zoning code and ordinances, zoning permit application review, receiving and acting on zoning complaints, including any required investigations, assist in the inspection of zoning code violations, attendance at zoning board and planning board meetings as necessary and other professional zoning assistance related to Borough Council Business, or as may be directed by the Mayor and Borough Council.

COMPENSATION

The Zoning Officer shall be compensated pursuant to the following Fixed Fee:

15 hours per week at \$70 per hour = \$4,200.00 per month

TIME OF PERFORMANCE

The services to be performed hereunder shall commence on January 1st, 2010, and shall continue for a period of one (1) year and end on December 31, 2010, unless extended by further resolution of the Governing Body.

METHOD OF PAYMENT

The method of payment under this Agreement shall be in the following manner:

1. By the submission of proper municipal vouchers within thirty (30) days or at other periodic intervals established by the Governing Body, which vouchers state specifically the hours of service rendered, a detailed computation of the fees and expenses charged and a detailed description of the services rendered.

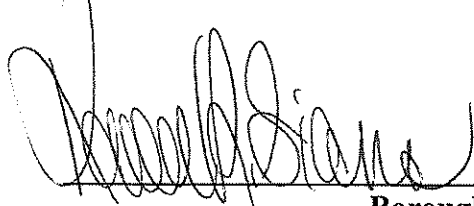
OTHER TERMS AND CONDITIONS

1. This Agreement shall be governed and controlled in all respects by the laws of the State of New Jersey, and any legal action arising under this Agreement shall be heard in the Superior Court of New Jersey. The venue for any litigation between the parties arising out of or resulting from this Agreement is Monmouth County, New Jersey, and the Parties irrevocably submit themselves to the jurisdiction of the courts in Monmouth County, New Jersey and waive any right they have or may have to any other jurisdiction.
2. This Agreement represents the entire agreement between the Parties regarding the issues set forth herein and cannot be changed or modified except in accordance with the provisions of this Agreement.
3. This Agreement is expressly subject to any and all terms and conditions, which may be applicable by reason of any federal, state or local law, ordinance, regulation or rule.
4. This Agreement may be terminated by either party upon not less than thirty (30) days advance written notice to the other, whereupon the Zoning Officer shall be compensated for actual services performed until date of cancellation subject to any proper offsets. There shall be no further liability between the parties.

5. This Agreement is being awarded under the Borough's Local Pay to Play Ordinance 02-2009 and the fair and open Agreement pursuant to the provisions of N.J.S.A 19:44A-20.1 et seq,
6. The Contractor has filed a Business Entity Disclosure Certificate with the Borough of Eatontown.
7. The Contractor has complied with requirements of N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Equal Employment Opportunity) and N.J.S.A. 52:32-44, et. Seq. (New Jersey Business Registration).


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of February, 2010.

ATTEST:




, Borough Clerk

BOROUGH OF EATONTOWN



Gerald Tarantolo, Mayor

BIRDSALL ENGINEERING, INC.



Dianne Seymour, Corporate Secretary



Scott MacFadden, President

BIRDSALL ENGINEERING
SCHEDULE OF BILLABLE HOURLY RATES/EXPENSES

Our personnel provide consulting services in the following disciplines at the hourly rates listed below:

ENGINEERING SERVICES

- Civil
- Construction Administration
- Electrical
- Mechanical
- Structural
- Traffic/Transportation
- Water Resources

OTHER TECHNICAL SERVICES

- Environmental
- Regulatory Compliance
- Grants
- GIS
- Parks & Landscape Design
- Planning
- Surveying

<u>TITLE</u>	<u>RATE</u>
Technical Assistant	\$ 50.00
Senior Technician	\$ 70.00
Technical Professional	\$ 90.00
Project Professional	\$ 95.00
Senior Designer/Technical Manager	\$100.00
Senior Project Professional	\$110.00
Project Manager	\$120.00
Senior Project Manager	\$125.00
Principal	\$130.00

EXPENSES

Photocopies	0.20 – 0.80 per copy
Blueprint Reproduction	0.37 per square foot
Other Reproduction	Square foot rate subject to type of material used
Special Mailings/Delivery	Rates subject to priority, weight and distance
Other Direct Costs	Cost plus 15% to include, but not limited to, subcontractors, supplies and other materials

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAY-2008 to 15-MAY-2011

BIRDSALL ENGINEERING, INC.
611 INDUSTRIAL WAY WEST
EATONTOWN NJ 07724 2213



Acting State Treasurer

04/16/04

Taxpayer Identification# 222-577-347/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully, CPA
Acting Director



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

BIRDSALL ENGINEERING, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

222-577-347/000

SEQUENCE NUMBER:

0072651

ADDRESS:

611 INDUSTRIAL WAY WEST
EATONTOWN NJ 07724

ISSUANCE DATE:

04/16/04

EFFECTIVE DATE:

02/20/85

FORM-BRC(08-01)

Acting Director



This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

EXHIBIT A

MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL, AND SERVICE CONTRACT

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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination 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 or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color,

national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations,

and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the administrative Code (NJAC 17:27).

Submitted By: BIRDSALL ENGINEERING, INC.

Name of Representative: Scott MacFadden

Signature of Representative:

Title: President

A handwritten signature in black ink, appearing to read "Scott MacFadden", written over a horizontal line.

Date: January 1, 2009