

**RESOLUTION  
BOROUGH OF CLAYTON  
APPOINTING FEDERICI & AKIN, PA  
AS STRUCTURAL, SPECIAL PROJECTS AND CONFLICT ENGINEER FOR THE  
BOROUGH OF CLAYTON  
FOR THE YEAR 2017, PURSUANT TO THE LOCAL PUBLIC CONTRACTS  
LAW  
(N.J.S.A. 40A:11-1, ET SEQ.)**

**R-29-17**

**WHEREAS**, there exists a need for a Structural, Special Projects and Conflict Engineer in the Borough of Clayton for the purpose of providing the Borough with engineering services and advice; and

**WHEREAS**, funds are or will be available for this purpose; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires the governing body of a contracting unit to public a notice in a newspaper authorized by law to publish its legal advertisements, setting forth the nature, duration, service and amount of the contract where such contract is awarded for "professional services" without competitive bidding;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Clayton as follows:

1. That Federici & Akin, PA be hereby appointed as Structural Special Projects and Conflict Engineer for the Borough of Clayton, to provide services and advice to the officials of said Borough for the year 2017.

1. That the appropriate officers of the Borough of Clayton are hereby authorized to enter into the contract with the firm of Federici & Akin, PA, for engineering services above specified, for a term of one (1) year, commencing January 7, 2017 and to be paid in accordance with the 2017 budget.

2. This contract is awarded without competitive bidding as a "professional service" under the provision of the Local Public Contracts Law because the specialized training,

education, experience and specialized knowledge needed for this position cannot be properly described in specifications which would have to be prepared for competitive bidding, and because the law permits agreements for professional services without public advertising and bidding therefore.

3. A notice of the award of this contract shall forthwith be printed once in The Sentinel or South Jersey Times, the official newspaper of the Borough of Clayton, authorized by law to publish the legal advertisements of the Borough of Clayton, setting forth the nature, duration, service and amount of the contract, and further stating that this resolution and the annexed contract are on file and available for public inspection in the Office of the Clerk of the Borough of Clayton.

**ADOPTED**, at the regular council meeting of the Mayor and Council of the Borough of Clayton on January 7, 2017.

**BOROUGH OF CLAYTON**



Thomas Bianco, Mayor

**ATTEST:**



Christine Newcomb  
Municipal Clerk

**CERTIFICATION**

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at the regular meeting of the Borough of Clayton, held on January 7, 2017.



Christine Newcomb  
Municipal Clerk

**BOROUGH OF CLAYTON CONTRACT FOR STRUCTURAL  
AND CONFLICT ENGINEER SERVICES WITH FEDERICI & AKIN, P.A.**

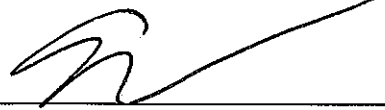
THIS CONTRACT, made this 7th day of January, 2017, between the Borough of Clayton, a Municipal Corporation in Gloucester County, State of New Jersey, (hereinafter referred to as "Borough"); and Federici & Akin, P.A., with Corporate Headquarters in Sewell, New Jersey (hereinafter referred to as "Structural and Conflict Engineer"):

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. Structural, Special Projects and Conflict Engineer will supply to the Borough of Clayton all of the ordinary and usual consulting services required by the Borough of Clayton for the term of this contract and shall be paid in accordance with the annexed fee schedule, and as determined by the Borough of Clayton. Ordinary and usual consulting services covered by this contract shall include the following:
  - A. General correspondence emanating from the Structural and Conflict Engineer's office.
  - B. General problems requiring consultation with the Consultant.
2. Consultant will provide any and all environmental consulting services beyond the ordinary and usual consulting services required, if requested by the Borough, for fee to be determined at the rates hereinafter provided. The Consultant shall provide by voucher to the Borough, verification of time spent, job title and rate per man on each job. The fees to be paid to the Consultant shall be in accordance with the attached fee schedule.
3. Consultant hereby agrees to provide to the Borough a cost estimate for all consulting work to be completed beyond the ordinary and usual consulting service prior to the commencement of said work.
4. The term of this contract shall be for a period of one (1) year, commencing on January 7, 2017.
5. This contract is made in conformity with the Local Public Contracts Law of the State of New Jersey and shall be construed in accordance with said act.

BOROUGH OF CLAYTON

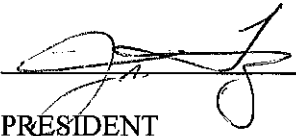


THOMAS BIANCO, MAYOR

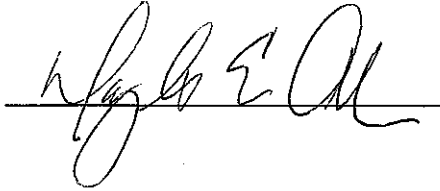
ATTEST:

  
CHRISTINE NEWCOMB, CLERK

FEDERICI & AKIN, P.A.

  
\_\_\_\_\_  
PRESIDENT

WITNESS:

  
\_\_\_\_\_

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

FEDERIGI & AKIN, P.A.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

223-007-553/000

SEQUENCE NUMBER:

0103411

ADDRESS:

307 GREENTREE RD  
SEWELL NJ 08080-9217

ISSUANCE DATE:

08/25/04

EFFECTIVE DATE:

11/15/89

FORM-BRC(08-01)

*John S. Tully*  
Acting Director

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

State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Professional Planners

HAS LICENSED

JOSEPH P. FEDERICI JR  
2698 Glassboro Cross Keys Road  
Sewell NJ 08080-9217

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner

04/01/2016 TO 05/31/2018

VALID

33L100291500

LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

JOSEPH P. FEDERICI JR  
2698 Glassboro Cross Keys Road  
Sewell NJ 08080-9217

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

NEW JERSEY Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Professional Planners

HAS LICENSED

DOUGLAS E. AKIN  
307 Greentree Road  
Sewell NJ 08080

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner

04/28/2016 TO 05/31/2018

VALID

33L100257400

LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

State of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

DOUGLAS E. AKIN  
307 GREENTREE RD  
SEWELL NJ 08080-9217

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Land Surveyor

04/01/2016 TO 04/30/2018

VALID

24GE02705500

LICENSE/REGISTRATION/CERTIFICATION #

04/04/2016 TO 04/30/2018

VALID

24GS02638500

LICENSE/REGISTRATION/CERTIFICATION #

Certification

9482

# 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-MAR-2013

to

15-MAR-2020

FEDERICI & AKIN, P.A.  
307 GREENTREE ROAD  
SEWELL

NJ 08080



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

**(Exhibit B)**

**PROFESSIONAL SERVICES CONTRACTOR CERTIFICATION**

**I hereby certify as follows:**

Subject to the provisions of Section B of Ordinance No. 11-2006


1. Any professional position or service contract not subject to bidding that shall expire as of December 31 of that calendar year shall be advertised by the Mayor's Office, appointing authority or Board as the case may be, in the official newspaper of the Borough of Westville for publication of notices, and published on the Borough's website, not later than December 1. The published notice shall set forth the name of the position or contract which is to become open, and set forth the criteria to be considered and materials required to be submitted by the applicant.
2. Should the applicant be a professional acquiring licensure in the State of New Jersey, said applicant shall be licensed for a period not less than five (5) years.
3. The applicant shall submit a "Certificate of Good Standing" or other similar document evidencing that the professional's license is not presently suspended or revoked.
4. The applicant shall submit a resume which shall set forth information including, but not limited to the following (as applicable to a business entity or individual profession):
  - a) Full name and business address
  - b) A listing of post high school education of the applicant
  - c) Dates of licensure in the State of New Jersey and any other State
  - d) A listing of any professional affiliations or memberships in any professional societies or organizations, with an indication as to any offices held therein
  - e) The number of licensed professionals employed by/affiliated with the business entity or the business entity which employs the applicant
  - f) A listing of special accreditations held by the individual licensed professional or business entity
  - g) A listing of previous public entities served by the business entity or licensed professional, indicating the dates of services and position held
5. The Mayor, appointing authority or Board shall thereafter select the professional or business entity for the position so advertised which shall thereafter be confirmed or approved as required by law or Ordinance.



**Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the Vendor will be liable for any penalty permitted under law.

Name of Professional Business Entity/Vendor: Federici & Akin

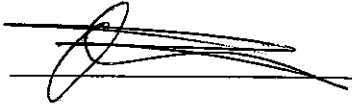
Signature of Affiant: 

Printed Name of Affiant: Joseph P. Federici

Title: President Date: 11.8.16

Subscribed and sworn before me this 28 day of  
November, 2016

My Commission expires: April 26, 2021



(Witnessed or attested by)

CARRIE L. WORTHINGTON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 26, 2021

(Seal)

(Exhibit C)

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Federici & Akin

SIGNATURE: [Signature]

PRINT NAME: Joseph P. Federici

TITLE: President

DATE: 11.8.16

**(Exhibit D)**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 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 or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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

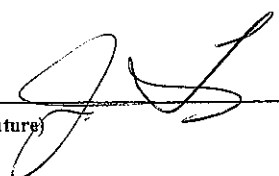
Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Federici & Akin  
(Print Name of Company/Firm)

11.8.16  
(Date)

  
(Signature)

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(Exhibit F)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Gloucester

SS:

I, Joseph P. Federici residing in Sewell  
(Name of Affiant) (Name of Municipality)

in the County of Gloucester and State of New Jersey of  
full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Federici & Akin  
(Title or Position) (Name of Firm)

the bidder making this Proposal for the bid entitled \_\_\_\_\_, and  
(Title of Bid Proposal)

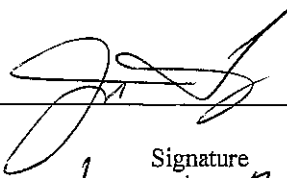
that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ relies upon the  
(Name of Contracting Unit)

truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_

Subscribed and sworn to  
before me this day 28

November, 2016

  
Signature  
Joseph P. Federici  
(Type or print name of affiant under signature)

  
Notary Public of New Jersey

My Commission Expires April 26 2021

(Seal)

CARRIE L. WORTHINGTON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 26, 2021

(Exhibit G)

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
This Statement Shall Be Included with Bid Submission

Name of Business

- ☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. **OR**
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
- ☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
- ☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

**Stockholders:**

Name: Joseph P. Federica Jr.  
Home Address: 2678 GUNSLAND CROSS  
Keys Rd. Sewell NJ 08080

Name: Douglas E. Akin  
Home Address: 30 LAKE AVE  
Williamstown, NJ 08094

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Subscribed and sworn before me this 28 day of  
November, 2016.

[Signature]  
(Affiant)  
Joseph P. Federica Jr. Pres  
(Print Name & Title of Affiant)

[Signature]

Notary Public  
My Commission expires: April 26, 2016

(Corporate Seal)

CARRIE L. WORTHINGTON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 26, 2021



## Exhibit H

### 2017 Fee Schedule

**Note:**

Attorney meetings will be billed at the hourly rate indicated for 'court appearances.'

Site visits will be billed at the hourly rate of the specific personnel and not include any expenses for postage, telephone and travel.

Expenses for travel, postage, and telephone are hereby excluded from the hourly rates.

Meetings will be billed at the hourly rate of the specific personnel



**YEAR 2017  
FEE SCHEDULE**

<b>Job Classification</b>	<b>Hourly Fee Schedule</b>
Principal, Professional Engineer	\$175.00
Principal, Professional Land Surveyor & Professional Planner	\$165.00
Senior Project Manager	\$155.00
Project Manager	\$135.00
Professional Engineer	\$140.00
Design Engineer	\$115.00
Environmental Scientist	\$135.00
Professional Planner	\$140.00
Review Technician	\$100.00
Senior Draftsman	\$95.00
Drafting	\$90.00
Technician	\$80.00
Professional Land Surveyor	\$140.00
3 Man Field Crew (Conventional)	\$175.00
2 Man Field Crew (GPS)	\$155.00
1 Man Field Crew (GPS)	\$125.00
Party Chief	\$90.00
Surveyor	\$75.00
Inspection Coordinator	\$110.00
Senior Inspector	\$105.00
Inspector	\$95.00
Technical Writer	\$75.00
Clerical	\$65.00
Expert Testimony (Court Appearance)	\$350.00

In the event that outside consultants are to be contracted by **Federici & Akin, P.A.**, at the request of the client, then this firm shall administer, coordinate and be compensated for such performance at an hourly rate relative to the individual.

Relating to inspection services, when applicable, any inspection procedures that exceed eight (8) hours, overtime at the rate of one and one-half times will be charged on that period beyond the original eight (8) hours..

Print Cost:	Black Line Prints	-	\$0.55/S.F.
	Sepias	-	\$0.80/S.F.
	Mylar	-	\$6.00/S.F.
	Xerox Copies	-	\$0.25 per copy
Mileage:		-	\$0.50 Mile
Tolls:		-	REIMBURSABLE