

RESOLUTION 2022-004

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING T&M ASSOCIATES, REMINGTON & VERNICK ENGINEERS, COLLIERS ENGINEERING, SUBURBAN CONSULTING AND MORGAN ENGINEERING AS SPECIAL PROJECTS ENGINEERS

WHEREAS, there exists a need for Special Project Engineering Services for the Township of Little Egg Harbor; and

WHEREAS, the Township Administrator has determined and certified in writing that the anticipated value of the contract will exceed \$17,500; and

WHEREAS, although the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, authorizes the award of contracts for "Professional Services" without competitive bids, the Township issued a request for proposals for professional service contracts in accordance with the competitive negotiation procedure as delineated within Section 40-8 of the Township Code of the Township of Little Egg Harbor, entitled "Fair and open process utilized to award contracts with anticipated value in excess of \$17,500"; and

WHEREAS, all proposals were to be submitted to the Office of the Township Administrator by December 1, 2021; and

WHEREAS, the Township Administrator has reviewed the proposals submitted and recommends T&M Associates, Remington & Vernick Engineers, Colliers Engineering, Suburban Consulting and Morgan Engineering be appointed as Special Projects Engineers; and

WHEREAS, the Township has determined that T&M Associates, Remington & Vernick Engineers, Colliers Engineering, Suburban Consulting and Morgan Engineering have the ability and expertise to perform the engineering services required by the Township; and

WHEREAS, the Chief Financial Officer has certified that there are funds available for this contract, which certification is annexed hereto; and

WHEREAS, the amount of the contract to be awarded under this resolution is determined not to exceed \$ 10,000 which sum is reasonably estimated based upon such engineering services s may be required over the contract term to be awarded under this resolution, including, but not limited to, the amount spent for such engineering services from the previous calendar year, the costs of compensation under the contract to be awarded, and any projected increase or decrease in services anticipated versus the prior year, and which sum the Township of Little Egg Harbor is under no obligation to spend and which may be exceeded; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, requires that the resolution and contract be made available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by Township Committee of the Township of Little Egg Harbor, County of Ocean, State of New Jersey, as follows:

1. That Township Committee does hereby appoint T&M Associates, Remington & Vernick Engineers, Colliers Engineering, Suburban Consulting and Morgan Engineering as Special Projects Engineer for the Township of Little Egg Harbor for a term of one (1) year, commencing January 1, 2022 and ending December 31, 2022.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the attached agreements with T&M Associates, Remington & Vernick Engineers, Colliers Engineering, Suburban Consulting and Morgan Engineering in accordance with the provisions of this resolution.

3. That this contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because it is for services to be performed by a person or persons authorized by law to practice a recognized profession.

4. That this contract is awarded pursuant to a fair and open public solicitation process in compliance with Ch. 19, P.L. 2004.

5. That the agreement shall be an open-ended contract with funds being encumbered contingent upon the availability of funds in the budget year. No services shall be rendered under the contract until the Chief Financial Officer has certified the availability of funds for such services.

6. That a notice of this action shall be printed once in the official newspaper of the Township of Little Egg Harbor.

7. That a copy of the written determination of value by the Township Administrator shall be placed on file with this resolution.

8. That this resolution shall take effect immediately.

9. That a certified copy of this resolution shall be provided by the Township Clerk to the Chief Financial Officer and T&M Associates, Remington & Vernick Engineers, Colliers Engineering, Suburban Consulting and Morgan Engineering.

CERTIFICATION

I, **KELLY LETTERA, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 1st day of January, 2022.



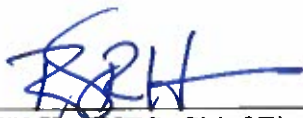
KELLY LETTERA, RMC
Township Clerk
Township of Little Egg Harbor

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **RODNEY HAINES**, Chief Financial Officer for the Township of Little Egg Harbor, do hereby certify that adequate funds are available for an open-ended contract with T&M Associates, Remington & Vernick Engineers, Colliers Engineering, Suburban Consulting and Morgan Engineering as Special Project Engineers.

The amount of the contract to be awarded under this resolution is determined not to exceed \$ 10,000.00 which sum is based upon a reasonable estimate of the engineering services required over the contract term. The Township of Little Egg Harbor is not obligated to spend this amount and is permitted to exceed this amount during the course of performance of this contract.

The funds which are available for this open-ended contract are found in the following line item appropriation(s): 2-01-20-715



RODNEY HAINES, Chief Financial Officer
Township of Little Egg Harbor

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the _____ day of January, 2022,

BETWEEN: TOWNSHIP OF LITTLE EGG HARBOR, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087 (hereinafter referred to as "Township");

AND: JASON WORTH, PE, PP, CME, OF T&M ASSOCIATES having its principal offices located at 1144 Hooper Avenue, Suite 202, Toms River, NJ 08753 (hereinafter referred to as "Special Projects Engineer").

W I T N E S S E T H :

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for Professional Engineering Services.

NOW, THEREFORE, the parties hereunder do agree as follows:

1. Jason Worth, PE, PP, CME of T&M Associates is hereby appointed and designated by the Township Committee of the Township of Little Egg Harbor as a Special Projects Engineer for a term of one (1) year, commencing January 1, 2022 and ending December 31, 2022.
2. The following hourly rates shall be paid for all engineering and surveying services authorized by the Township Committee:

Staff Position Hourly Rate

Manager	\$164 per hour
Senior Professional Staff	\$160 per hour
Supervising Technical Staff	\$154 per hour
Professional Staff	\$147 per hour
Senior Technical + Field Staff	\$142 per hour
Junior Professional Staff	\$140 per hour
Technical Staff	\$138 per hour
Field Staff	\$135 per hour
Junior Technical Staff	\$120 per hour
Junior Field Staff	\$110 per hour
Intern	\$ 98 per hour
Administrative Support Staff	\$ 96 per hour

Two-hour minimum charge for attendance at public meetings. No additional charge for mileage and survey crew hourly rate includes all equipment.

3. Routine engineering work as determined and authorized by the Township Committee may be estimated and charged on an hourly basis in accordance with the rates set forth in Paragraph 2 hereof; however, the total charges for said routine work shall not exceed the amount appropriated by the Township Committee. The amount of the contract to be awarded is set forth in the approving Resolution which sum is reasonably estimated based upon such engineering services may be required over the contract term to be awarded under this resolution, including, but not limited to, the amount spent for such engineering services from the previous calendar year, the costs of compensation under the contract to be awarded, and any projected increase or decrease in services anticipated versus the prior year, and which sum the Township of Little Egg Harbor is under no obligation to spend and which may be exceeded.

4. Other projects, as determined and authorized by the Township Committee, may be estimated and charged on an hourly basis at the rates set forth in Paragraph 3 hereof, or established on a fixed-fee basis and shall not exceed the amounts appropriated for said purposes by the Township Committee.

5. The Engineer hereby agrees that the Township shall only be charged for the services of one (1) engineer for attendance at any Township meeting, notwithstanding the fact that more than one engineer or other employee shall be present at any Township meeting.

6. The Engineer agrees to provide to the Township, at no additional cost, the original work and drawings on all projects performed by Jason Worth, PE, PP, CME of T&M Associates for the Township.

7. The Engineer and the Township agree that this appointment as Special Projects Engineer shall expire on December 31, 2022, or upon thirty (30) days' written notice by either party.

8. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a).

9. The parties to this contract agree to incorporate into this contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

10. The Engineer shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

11. The Engineer shall submit a copy of the Certificate of Employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to execution of this agreement.

12. The Engineer shall provide written notice to his subcontractors of the responsibility to submit proof of business registration to the Engineer.

Before final payment on the contract is made by the Township, the Engineer shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Engineer and each of his affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax

Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

14. The Township of Little Egg Harbor and the Engineer for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

KELLY LETTERA, RMC
Township Clerk
(Seal)

By

_____, Mayor

JASON WORTH, PE, PP, CME OF
T&M ASSOCIATES

As to

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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 orientation 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 of 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 Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company _____

Signature _____

Title _____

Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the _____ day of January, **2022**,

BETWEEN: **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087 (hereinafter referred to as "Township");

AND: **REMINGTON AND VERNICK ENGINEERS** having its principal offices located at 9 Allen Street, Toms River, NJ 08753 (hereinafter referred to as "Special Projects Engineer").

W I T N E S S E T H :

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for Professional Engineering Services.

NOW, THEREFORE, the parties hereunder do agree as follows:

1. Remington and Vernick Engineers is hereby appointed and designated by the Township Committee of the Township of Little Egg Harbor as a Special Projects Engineer for a term of one (1) year, commencing January 1, 2022 and ending December 31, 2022.
2. The hourly rates attached shall be paid for all engineering and surveying services authorized by the Township Committee.
3. Routine engineering work as determined and authorized by the Township Committee may be estimated and charged on an hourly basis in accordance with the rates set forth in Paragraph 2 hereof; however, the total charges for said routine work shall not exceed the amount appropriated by the Township Committee. The amount of the contract to be awarded is set forth in the approving Resolution which sum is reasonably estimated based upon such engineering services may be required over the contract term to be awarded under this resolution, including, but not limited to, the amount spent for such engineering services from the previous calendar year, the costs of compensation under the contract to be awarded, and any projected increase or decrease

in services anticipated versus the prior year, and which sum the Township of Little Egg Harbor is under no obligation to spend and which may be exceeded.

4. Other projects, as determined and authorized by the Township Committee, may be estimated and charged on an hourly basis at the rates set forth in Paragraph 3 hereof, or established on a fixed-fee basis and shall not exceed the amounts appropriated for said purposes by the Township Committee.

5. The Engineer hereby agrees that the Township shall only be charged for the services of one (1) engineer for attendance at any Township meeting, notwithstanding the fact that more than one engineer or other employee shall be present at any Township meeting.

6. The Engineer agrees to provide to the Township, at no additional cost, the original work and drawings on all projects performed by Remington and Vernick Engineers for the Township.

7. The Engineer and the Township agree that this appointment as Special Projects Engineer shall expire on December 31, 2022, or upon thirty (30) days' written notice by either party.

8. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a).

9. The parties to this contract agree to incorporate into this contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

10. The Engineer shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

11. The Engineer shall submit a copy of the Certificate of Employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to execution of this agreement.

12. The Engineer shall provide written notice to his subcontractors of the responsibility to submit proof of business registration to the Engineer.

Before final payment on the contract is made by the Township, the Engineer shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Engineer and each of his affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

14. The Township of Little Egg Harbor and the Engineer for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

KELLY LETTERA, RMC
Township Clerk
(Seal)

By

,Mayor

REMINGTON AND VERNICK ENGINEERS

As to

2022 SCHEDULE OF BILLABLE HOURLY RATES

It has always been the firm's policy to encourage clients to contact our staff with questions or problems that need to be discussed. No fees are incurred each time the telephone is answered or a meeting is held on-site. Clients are free to discuss various projects without fear of incurring a consulting expense. Fees are all project-related, established at the initiation of the project or as the scope of the project can be defined. Prior to client authorization, a detailed proposal, including a scope of services, will be prepared for all Capital Projects. All proposals are subject to negotiation and approval.

ENGINEERING

Regional Engineer/Manager	\$170
Engineering Department Head	\$170
Certified Floodplain Manager	\$145
Project Manager, LSRP	\$170
Project Manager/Engineer	\$164
Project Engineer	\$159
Engineer	\$136
Senior Engineering Technician	\$127
Engineering Technician	\$101
Technical Aide	\$69

PLANNING

Planning Manager	\$170
Project Planner	\$164
Senior Landscape Architect/Planner	\$149
Landscape Architect/Planner	\$127

Principal	\$180
Administrative Manager	\$106

Mileage Commensurate in accordance with IRS Regulations

CONSTRUCTION MANAGEMENT & OBSERVATION

CM & Observation Department Head	\$149
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Construction Management Personnel

Project Manager	\$139
Construction Manager	\$122

Observer Personnel

Observer Supervisor	\$139
Resident Observer NICET IV	\$135
Observer NICET II/III	\$129
Observer	\$124
NACE Certified Coating Inspector	\$136
Contract Administrator	\$117

SURVEY, CAD & GIS

Field Personnel

Surveyor	\$111
Party Chief	\$106
Transit/Rod Person	\$101
Robotic Crew	\$136

Office Personnel

Survey/CAD Department Head	\$149
Survey Manager	\$143
CAD/GIS Manager	\$143
Senior CAD/GIS Technician	\$127
CAD/GIS Technician	\$111



EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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 orientation 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 of 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 Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company _____

Signature _____

Title _____

Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the _____ day of January, 2022,

BETWEEN: **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087 (hereinafter referred to as "Township");

AND: **COLLIERS ENGINEERING** having its principal offices located at 331 Newman Springs Road, Suite 203, Red Bank, New Jersey 07701 (hereinafter referred to as "Special Projects Engineer").

W I T N E S S E T H :

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for Professional Engineering Services.

NOW, THEREFORE, the parties hereunder do agree as follows:

1. Colliers Engineering is hereby appointed and designated by the Township Committee of the Township of Little Egg Harbor as a Special Projects Engineer for a term of one (1) year, commencing January 1, 2022 and ending December 31, 2022.
2. The hourly rates attached shall be paid for all engineering and surveying services authorized by the Township Committee.
3. Routine engineering work as determined and authorized by the Township Committee may be estimated and charged on an hourly basis in accordance with the rates set forth in Paragraph 2 hereof; however, the total charges for said routine work shall not exceed the amount appropriated by the Township Committee. The amount of the contract to be awarded is set forth in the approving Resolution which sum is reasonably estimated based upon such engineering services may be required over the contract term to be awarded under this resolution, including, but not limited to, the amount spent for such engineering services from the previous calendar year, the costs of compensation under the contract to be awarded, and any projected increase or decrease

in services anticipated versus the prior year, and which sum the Township of Little Egg Harbor is under no obligation to spend and which may be exceeded.

4. Other projects, as determined and authorized by the Township Committee, may be estimated and charged on an hourly basis at the rates set forth in Paragraph 3 hereof, or established on a fixed-fee basis and shall not exceed the amounts appropriated for said purposes by the Township Committee.

5. The Engineer hereby agrees that the Township shall only be charged for the services of one (1) engineer for attendance at any Township meeting, notwithstanding the fact that more than one engineer or other employee shall be present at any Township meeting.

6. The Engineer agrees to provide to the Township, at no additional cost, the original work and drawings on all projects performed by Colliers Engineering for the Township.

7. The Engineer and the Township agree that this appointment as Special Projects Engineer shall expire on December 31, 2022, or upon thirty (30) days' written notice by either party.

8. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a).

9. The parties to this contract agree to incorporate into this contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

10. The Engineer shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

11. The Engineer shall submit a copy of the Certificate of Employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to execution of this agreement.

12. The Engineer shall provide written notice to his subcontractors of the responsibility to submit proof of business registration to the Engineer.

Before final payment on the contract is made by the Township, the Engineer shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Engineer and each of his affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

14. The Township of Little Egg Harbor and the Engineer for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

KELLY LETTERA, RMC
Township Clerk
(Seal)

By

, Mayor

COLLIERS ENGINEERING

As to

Colliers**Engineering
& Design**

Little Egg Harbor Township, Ocean County, NJ
Rates are effective January 1, 2022 through December 31, 2022

Technical Staff Rates

Billing Titles	Hourly Rates
Project Manager	180.00
Senior Project Specialist	175.00
Project Specialist	165.00
Technical Professional	155.00
Technical Specialist	145.00
Specialist	135.00
Senior Data Technician	125.00
Senior Technical Assistant	115.00
Technical Assistant	105.00
Data Technician	90.00
Survey Crew - 1 Man w/Robotic Equipment	175.00
Additional Survey Crew Member	45.00
SUE Crew (designating) - 1 Man	125.00
Additional (designating) Member	45.00
SUE Crew (locating) - 2 Man	185.00
Additional (locating) Member	45.00
Expert Witness	360.00
Sr. LSRP	250.00
LSRP	225.00

Reimbursable Expenses

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	3.95 / Each
Computer Mylars / Color Plots	95.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.00 / Each
Document Binding	4.00 / Each
Portable Media	75.00 / Each
Exhibit Lamination (24" x 36" or larger)	75.00 / Each
Initial Digital Signature	275.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.575 / Per Mile
	Field Vehicle 0.70 / Per Mile

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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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 orientation 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 of 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 Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company _____

Signature _____

Title _____

Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the _____ day of January, 2022,

BETWEEN: TOWNSHIP OF LITTLE EGG HARBOR, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087 (hereinafter referred to as "Township");

AND: ROBERT C. GREGORIA, PE, LEED GA, of SUBURBAN CONSULTING ENGINEERS, INC. having its principal offices located at 2430 Highway 34, Bldg. A, Wall, New Jersey 08736 (hereinafter referred to as "Special Projects Engineer").

W I T N E S S E T H :

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for Professional Engineering Services.

NOW, THEREFORE, the parties hereunder do agree as follows:

1. Robert C. Gregoria, PE, LEED GA of Suburban Consulting Engineers, Inc. is hereby appointed and designated by the Township Committee of the Township of Little Egg Harbor as a Special Projects Engineer for a term of one (1) year, commencing January 1, 2022 and ending December 31, 2022.
2. The hourly rates attached shall be paid for all engineering and surveying services authorized by the Township Committee.
3. Routine engineering work as determined and authorized by the Township Committee may be estimated and charged on an hourly basis in accordance with the rates set forth in Paragraph 2 hereof; however, the total charges for said routine work shall not exceed the amount appropriated by the Township Committee. The amount of the contract to be awarded is set forth in the approving Resolution which sum is reasonably estimated based upon such engineering services may be required over the contract term to be awarded under this resolution, including, but not limited to, the amount spent for such engineering services from the previous calendar year,

the costs of compensation under the contract to be awarded, and any projected increase or decrease in services anticipated versus the prior year, and which sum the Township of Little Egg Harbor is under no obligation to spend and which may be exceeded.

4. Other projects, as determined and authorized by the Township Committee, may be estimated and charged on an hourly basis at the rates set forth in Paragraph 3 hereof, or established on a fixed-fee basis and shall not exceed the amounts appropriated for said purposes by the Township Committee.

5. The Engineer hereby agrees that the Township shall only be charged for the services of one (1) engineer for attendance at any Township meeting, notwithstanding the fact that more than one engineer or other employee shall be present at any Township meeting.

6. The Engineer agrees to provide to the Township, at no additional cost, the original work and drawings on all projects performed by Suburban Consulting Engineers, Inc. for the Township.

7. The Engineer and the Township agree that this appointment as Special Projects Engineer shall expire on December 31, 2022, or upon thirty (30) days' written notice by either party.

8. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a).

9. The parties to this contract agree to incorporate into this contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

10. The Engineer shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

11. The Engineer shall submit a copy of the Certificate of Employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to execution of this agreement.

12. The Engineer shall provide written notice to his subcontractors of the responsibility to submit proof of business registration to the Engineer.

Before final payment on the contract is made by the Township, the Engineer shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Engineer and each of his affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

14. The Township of Little Egg Harbor and the Engineer for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

KELLY LETTERA, RMC
Township Clerk
(Seal)

By

, Mayor

ROBERT C. GREGORIA, PE, LEED GA
SUBURBAN CONSULTING
ENGINEERS, INC.

As to

PROPOSED HOURLY RATES

REQUEST FOR PROPOSALS TOWNSHIP ENGINEER FOR SPECIAL PROJECTS

Principal/Project Officer	\$160/hour
Senior Project Manager	\$158/hour
Project Manager	\$155/hour
Senior Project Licensed Professional	\$150/hour
Project Licensed Professional	\$145/hour
Licensed Professional	\$135/hour
Senior Project Coordinator	\$150/hour
Project Coordinator	\$145/hour
Senior Designer/Senior Survey Analyst	\$125/hour
Designer/Survey Analyst	\$120/hour
Senior Environmental Scientist	\$125/hour
Environmental Scientist	\$120/hour
Senior Project GIS Analyst	\$140/hour
Project GIS Analyst	\$130/hour
GIS Analyst	\$125/hour
Senior GIS Technician	\$115/hour
GIS Technician	\$105/hour
Senior GIS Project Coordinator	\$130/hour
GIS Project Coordinator	\$125/hour
Senior Inspector	\$115/hour
Inspector	\$105/hour
Senior Technician	\$110/hour
Technician	\$100/hour
Project Administrator	\$115/hour
Administrative Support	\$60/hour

Equipment Unit Cost:

⇒ Unmanned Aerial Systems/Remotely Operated Vehicle	\$150/hour
⇒ Robotic/LiDAR	\$50/hour
⇒ GPS	\$25/hour

LSRP Services Unit Cost:

⇒ For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.

Public Meeting Attendance: 2-hr. min. charge

Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual **cost-plus 15 percent.**

Mileage will be billed in accordance with federal prevailing wage.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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 orientation 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 of 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 Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company _____

Signature _____

Title _____

Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the _____ day of January, **2022**,

BETWEEN: TOWNSHIP OF LITTLE EGG HARBOR, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087 (hereinafter referred to as "Township");

AND: MORGAN ENGINEERING & SURVEYING having its principal offices located at P.O. Box 5232, Toms River, New Jersey 08754 (hereinafter referred to as "Special Projects Engineer").

W I T N E S S E T H :

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for Professional Engineering Services.

NOW, THEREFORE, the parties hereunder do agree as follows:

1. Morgan Engineering & Surveying is hereby appointed and designated by the Township Committee of the Township of Little Egg Harbor as a Special Projects Engineer for a term of one (1) year, commencing January 1, 2022 and ending December 31, 2022.
2. The hourly rates attached shall be paid for all engineering and surveying services authorized by the Township Committee.
3. Routine engineering work as determined and authorized by the Township Committee may be estimated and charged on an hourly basis in accordance with the rates set forth in Paragraph 2 hereof; however, the total charges for said routine work shall not exceed the amount appropriated by the Township Committee. The amount of the contract to be awarded is set forth in the approving Resolution which sum is reasonably estimated based upon such engineering services may be required over the contract term to be awarded under this resolution, including, but not limited to, the amount spent for such engineering services from the previous calendar year, the costs of compensation under the contract to be awarded, and any projected increase or decrease

in services anticipated versus the prior year, and which sum the Township of Little Egg Harbor is under no obligation to spend and which may be exceeded.

4. Other projects, as determined and authorized by the Township Committee, may be estimated and charged on an hourly basis at the rates set forth in Paragraph 3 hereof, or established on a fixed-fee basis and shall not exceed the amounts appropriated for said purposes by the Township Committee.

5. The Engineer hereby agrees that the Township shall only be charged for the services of one (1) engineer for attendance at any Township meeting, notwithstanding the fact that more than one engineer or other employee shall be present at any Township meeting.

6. The Engineer agrees to provide to the Township, at no additional cost, the original work and drawings on all projects performed by Morgan Engineering & Surveying for the Township.

7. The Engineer and the Township agree that this appointment as Special Projects Engineer shall expire on December 31, 2022, or upon thirty (30) days' written notice by either party.

8. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a).

9. The parties to this contract agree to incorporate into this contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

10. The Engineer shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

11. The Engineer shall submit a copy of the Certificate of Employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to execution of this agreement.

12. The Engineer shall provide written notice to his subcontractors of the responsibility to submit proof of business registration to the Engineer.

Before final payment on the contract is made by the Township, the Engineer shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Engineer and each of his affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

14. The Township of Little Egg Harbor and the Engineer for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

KELLY LETTERA, RMC
Township Clerk
(Seal)

By _____, Mayor

MORGAN ENGINEERING & SURVEYING

As to

2021 Per Diem Rate Schedule for Engineering Services

Hourly Rate Schedule

<i>Principal</i>	<i>\$125.00</i>
<i>Professional Engineer</i>	<i>\$120.00</i>
<i>Professional Planner</i>	<i>\$110.00</i>
<i>Design Engineer</i>	<i>\$85.00</i>
<i>Staff Engineer</i>	<i>\$87.00</i>
<i>Inspector</i>	<i>\$80.00</i>
<i>Sr. CAD Designer</i>	<i>\$80.00</i>
<i>Jr. CAD Designer</i>	<i>\$75.00</i>
<i>Professional Land Surveyor</i>	<i>\$110.00</i>
<i>Survey Supervisor</i>	<i>\$85.00</i>
<i>Field Party Chief</i>	<i>\$80.00</i>
<i>Instrument Person</i>	<i>\$65.00</i>

Prints and reproduction

<i>Photocopies</i>	<i>\$ 0.20 per sheet</i>
<i>Paper Prints - 11" x 17"</i>	<i>\$ 1.00 per sheet</i>
<i>Paper Prints - Black and White 24 x 36</i>	<i>\$ 3.00 per sheet</i>
<i>Paper Prints - Black and White 30 x 42</i>	<i>\$ 4.00 per sheet</i>
<i>Paper Prints - Color 24 X 36</i>	<i>\$ 60.00 per sheet</i>
<i>Paper Prints - Color 30 x 42</i>	<i>\$ 70.00 per sheet</i>
<i>PDF File</i>	<i>\$ 10.00</i>
<i>Disk</i>	<i>\$ 10.00</i>
<i>Mylar Reproducible or Cloth Prints - 24 x 36</i>	<i>\$ 25.00</i>
<i>Mylar Reproducible or Cloth Prints - 30 x 42</i>	<i>\$ 35.00</i>
<i>Mileage</i>	<i>\$ 0.55 per mile</i>
<i>Reimbursable Expenses, Subcontracts</i>	<i>Cost Plus 15 %</i>

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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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.

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Company _____

Signature _____

Title _____

Date _____