

RESOLUTION 2023-005

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG
HARBOR, COUNTY OF OCEAN, STATE OF NEW
JERSEY, APPOINTING JAMES ORIS OF REMINGTON &
VERNICK ENGINEERS AS TOWNSHIP PLANNER**

WHEREAS, there exists a need for Planning 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, 2022; and

WHEREAS, the Township Administrator has reviewed the proposals submitted and recommends James Oris of Remington & Vernick Engineers be appointed as Township Planner; and

WHEREAS, the Township has determined that James Oris of Remington & Vernick Engineers has the ability and expertise to perform the Planning services required by the Township; and

WHEREAS, the amount of the contract to be awarded under this resolution is determined not to exceed \$ 30,000.00 which sum is reasonably estimated based upon such Planning services may be required over the contract term to be awarded under this resolution, including, but not limited to, the amount spent for such Planning 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 Chief Financial Officer has certified that there are funds available for this contract, which certification is annexed hereto; 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 the Mayor and 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 James Oris of Remington & Vernick Engineers as Township Planner for the Township of Little Egg Harbor for a term of one (1) year, commencing January 1, 2023 and ending December 31, 2023 and shall be paid for all services as set forth on Schedule A, attached hereto and made a part hereof.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the attached agreement with James Oris of Remington & Vernick Engineers 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. The following is the line item appropriation(s) which constitute the availability of funds for this contract 01-20-715.

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 James Oris of Remington & Vernick Engineers.

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, 2023**.



KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

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 the James Oris of Remington & Vernick Engineers for Township Planner.

The amount of the contract to be awarded under this resolution is determined not to exceed \$ 30,000.00 which sum is based upon a reasonable estimate of the Planning 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 area available for this open-ended contract arc found in the following line item appropriation(s): 01-20-715



RODNEY-HAINES, Chief Financial Officer
Township of Little Egg Harbor

SCHEDULE A

2023 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	\$190
Engineering Department Head	\$190
Certified Floodplain Manager	\$170
Project Manager, LSRP	\$185
Project Manager/Engineer	\$185
Project Engineer	\$180
Engineer	\$160
Senior Engineering Technician	\$145
Engineering Technician	\$115
Technical Aide	\$80

PLANNING

Planning Manager	\$185
Project Planner	\$180
Senior Landscape Architect/Planner	\$170
Landscape Architect/Planner	\$145

Principal	\$195
Administrative Manager	\$120

Mileage Commensurate in accordance with IRS Regulations

CONSTRUCTION MANAGEMENT & OBSERVATION

CM & Observation Department Head	\$170
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Construction Management Personnel

Project Manager	\$160
Construction Manager	\$145

Observer Personnel

Observer Supervisor	\$160
Resident Observer NICET IV	\$155
Observer NICET II/III	\$150
Observer	\$145
Contract Administrator	\$130
NACE Certified Coating Inspector	\$160

SURVEY, CAD & GIS

Field Personnel

Surveyor	\$125
Party Chief	\$120
Transit/Rod Person	\$115
Robotic Crew	\$152

Office Personnel

Survey/CAD Department Head	\$170
Survey Manager	\$170
CAD/GIS Manager	\$165
Senior CAD/GIS Technician	\$140
CAD/GIS Technician	\$125

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the _____ day of January, 2023,

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: **JAMES ORIS, PE, PP, CME of REMINGTON & VERNICK ENGINEERS** having its principal offices located at 9 Allen Street, Toms River, NJ 08753 (hereinafter referred to as "Township Planner").

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 Planner.

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

1. James Oris, PE, PP of Remington & Vernick Engineers is hereby appointed and designated by the Township Committee of the Township of Little Egg Harbor as the Township Planner for a term of one (1) year, commencing January 1, 2023 and ending December 31, 2023.

2. The hourly rates shall be paid for all Planning and surveying services authorized by the Township Committee in accordance with the rates on the attached Schedule A.

3. Two-hour minimum charge for attendance at public meetings. No additional charge for mileage and survey crew hourly rate includes all equipment. The amount of the contract to be awarded is set forth in approving Resolution 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.

3. Routine Planning 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 3 hereof; however, the total charges for said routine work shall not exceed the amount appropriated by the Township Committee.

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

6. The Planner agrees to provide to the Township, at no additional cost, the original work and drawings on all projects performed by James Oris, PE, PP of Remington & Vernick Planner s for the Township.

7. The Planner and the Township agree that this appointment as Township Planner shall expire on December 31, 2023, 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 Planner shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

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

Before final payment on the contract is made by the Township, the Planner 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 Planner 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 Planner 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

**JAMES ORIS, PE, PP OF
REMINGTON & VERNICK ENGINEERS**

As to

EXHIBIT A**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)****N.J.A.C. 17:27****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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus,

colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

Company _____

Signature _____

Title _____

Date _____