

RESOLUTION NO. 2023-213

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG
HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY,
AWARDING A CONTRACT TO RECLAM THE BAY, INC. TO
PROVIDE THE SPAT-ON-SHELL PROJECT FOR MYSTIC
BEACH**

WHEREAS, the Spat-on-Shell project is required by the New Jersey Department of Environmental Protection Coastline Wetland Permit 24 (1516-19-0006.2 LUP210001) at Mystic Beach; and

WHEREAS, the project is designed to add spat-on-shell to Mystic Beach marsh sills, jetties, and breakwaters, which will enable oysters to grow and form a living filter feeding structure; and

WHEREAS, the bid threshold for a municipality with a Qualified Purchasing Agent is currently \$44,000, and the Township may award this contract after soliciting at least two competitive quotations, if practicable, by which award shall be made to the vendor whose response is most advantageous, price and other factors considered; and

WHEREAS, the Township has determined that ReClam the Bay, Inc. has the ability and expertise to perform the services required by the Township for the project, is duly qualified, and there are no other practicable vendors; and

WHEREAS, ReClam the Bay, Inc. has provided the Township with a scope and budget proposal dated July 5, 2023, a copy of which is attached hereto as Schedule A; and

WHEREAS, it is the desire of the governing body to appoint ReClam the Bay, Inc. to complete the Spat-on-Shell project for Mystic Beach as is required by the New Jersey

Department of Environmental Protection Coastline Wetland Permit 24 (1516-19-0006.2 LUP210001) in an amount not to exceed \$35,100.00; and

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

1. That ReClam the Bay, Inc. is hereby awarded a contract to provide the Spat-on-Shell project at Mystic Beach as required by the New Jersey Department of Environmental Protection Coastline Wetland Permit 24 (1516-19-0006.2 LUP210001) in an amount not to exceed \$35,100.00, in accordance with the proposal attached hereto as Schedule A.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to, respectively, the attached agreement with ReClam the Bay, Inc., in accordance with the provisions of this resolution.

3. That this resolution shall take effect immediately.

4. That a certified copy of this resolution shall be provided by the Township Clerk to the Purchasing Agent, the Chief Financial Officer and ReClam the Bay, Inc.

5. That a certificate of availability of funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract:

3-20-20-700-010

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 this **13th** day of **July, 2023**.

A handwritten signature in blue ink, appearing to read 'K. Lettera', is written over a horizontal line.

KELLY LETTERA, RMC

Township Clerk

Little Egg Harbor Township

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **RODNEY R. HAINES**, Chief Financial Officer for the Township of Little Egg do hereby certify that adequate funds are available for a contract with ReClam the Bay, Inc. to provide the Spat-on-Shell project at Mystic Beach as is required by the New Jersey Department of Environmental Protection Coastline Wetland Permit 24 (1516-19-0006.2 LUP210001) in an amount not to exceed \$35,100.00.

The funds which are available for this contract are found in the following line item appropriations or ordinances:

3-20-20-700-010



RODNEY R. HAINES, Chief Financial Officer
Township of Little Egg Harbor

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 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: **RECLAM THE BAY, INC.**, having its principal offices located 1623 Whitesville Road, Toms River, New Jersey 08755 (hereinafter referred to as "Contractor").

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 services.

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

1. That ReClam the Bay, Inc. shall design and construct the Spat-on-Shell project at Mystic Beach as required by the New Jersey Department of Environmental Protection Coastline Wetland Permit 24 (1516-19-0006.2 LUP210001).

2. The Contractor shall provide all services required and necessary to provide the Spat-on-Shell project as required by the New Jersey Department of Environmental Protection Coastline Wetland Permit 24 (1516-19-0006.2 LUP210001) in accordance with the scope and budget dated July 5, 2023 attached hereto and incorporated herein as Schedule A. The compensation for said services shall not exceed **THIRTY-FIVE THOUSAND ONE HUNDRED DOLLARS AND no/100 (\$35,100)** without the prior approval of the Township.

3. 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).

4. 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.

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

6. The Contractor 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.

7. The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to Contractor.

Before final payment on the contract is made by the Township, the Contractor 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 Contractor and each of its 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.

8. The Township and the Contractor 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 _____
BLAISE SCIBETTA, Mayor

RECLAM THE BAY, INC.

By _____

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 _____



ReClam The Bay

**Restoration Through Education
Education Through Restoration**

July 5, 2023

Ericka Naklicki, PWS
Group Manager
T and M Associates
200 Century Parkway, Suite B
Mount Laurel, NJ 08054

Jason Worth, PE, PP, CME
Vice President, Operations Manager
T and M Associates
1144 Hooper Avenue, Suite 202
Toms River, NJ 08753

Mystic Beach Replenishment & Stabilization Project Spat on Shell and Cultch Component Proposal

Dear Ms. Naklicki and Mr. Worth:

ReClam the Bay (RCTB) is submitting this proposal in response to a request from T&M Associates to add spat on shell and cultch components to the Mystic Beach Replenishment & Stabilization Project.

RCTB proposes to provide an oyster spat on shell component to the breakwater construction at the Mystic Beach project site consistent with work performed by RCTB at the Iowa Court and Green Street sites in Little Egg Harbor Township. The breakwater design at Mystic Beach lends itself to the application of spat on shell in bags to the interstices/cavities among the rock rubble. It is expected that over time, oysters will colonize, attaching to each other and the rocks, forming a living shoreline structure. This approach is consistent with RCTB's approach at Iowa Court and Green Street in Little Egg Harbor Township.

RCTB proposes to begin the project in the summer of 2023. This timeline is based on the availability of oyster larvae, weather, and other conditions. The project will require a minimum of two seasons – summer 2023 and late spring/summer 2024 to complete.

RCTB proposes to install spat on shell bags on the land side only of each of the four breakwater structures. Each breakwater structure is approximately 100 feet in length and RCTB proposes to install approximately 100 spat on shell bags on the land side of each of the four breakwater structures. Each spat set will consist of 2.5 million oyster larvae per 100 bags.

In addition, RCTB proposes to install cultch bags on the bay side of each breakwater structure in an effort to collect a natural oyster set from spawning that will occur in the water column. This will require approximately 100 cultch bags per each of the four breakwater structures.

68 Main Street
Waretown, NJ 08057

info@reclamthebay.org

(732) 325-2663

reclamthebay.org



This proposal includes all planning, design, materials, logistics, labor, and management costs. The material and cost breakdown are as follows:

	<u>Mystic Beach</u>
Number of Breakwaters	4
Number of Spat Sets	4
Number of Spat on Shell Bags/Breakwater	100
Total Number of Spat on Shell Bags	400
Number of Cultch Bags/Breakwater	100
Total Number of Cultch Bags	400
TOTAL COST	\$ 35,100

The starting location is not specified and is subject to discussion among the parties.

The proposed payment schedule is as follows:

- 30% of the cost upon awarding of the contract
- Equal payments of the balance based on completion of each breakwater milestone.

	<u>Mystic Beach</u>
• 30% of the cost upon awarding of the contract	\$ 10,530.00
• Equal payments of the balance based on completion of each breakwater milestone:	
1 st Breakwater	\$ 6,142.50
2 nd Breakwater	\$ 6,142.50
3 rd Breakwater	\$ 6,142.50
4 th Breakwater	\$ 6,142.50
TOTAL CONTRACT AMOUNT	\$ 35,100.00

Sincerely,



President, ReClam the Bay