

RESOLUTION 2026-005

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING T&M ASSOCIATES, REMINGTON & VERNICK ENGINEERS, MORGAN MUNICIPAL ENGINEERING SERVICES/ MORGAN ENGINEERING & SURVEYING COLLIERS ENGINEERING & DESIGN AND SUBURBAN CONSULTING ENGINEERS AS SPECIAL PROJECT 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 5, 2025; and

WHEREAS, the Interim Township Administrator has reviewed the proposals submitted and recommends T&M Associates, Remington & Vernick Engineers, Morgan Municipal Engineering Services/ Morgan Engineering & Surveying, Colliers Engineering & Design and Suburban Consulting Engineers be appointed as Special Project Engineers; and

WHEREAS, the Township has determined that T&M Associates, Remington & Vernick Engineers, Morgan Municipal Engineering Services/ Morgan Engineering & Surveying,

Colliers Engineering & Design and Suburban Consulting Engineers 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 \$20,000.00 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, Morgan Municipal Engineering Services/ Morgan Engineering & Surveying, Colliers Engineering & Design and Suburban Consulting Engineers as Special Project Engineers for the Township of Little Egg Harbor for a term of one (1) year, commencing January 1, 2026 and ending December 31, 2026.

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, Morgan Municipal Engineering Services/ Morgan Engineering & Surveying, Colliers Engineering & Design and Suburban Consulting 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.

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

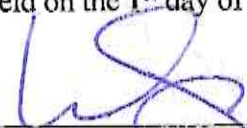
7. That a copy of the written determination of value by the Township Administrator shall be placed on file with this resolution.

8. That this resolution shall take effect January 1, 2026.

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, Morgan Municipal Engineering Services/ Morgan Engineering & Surveying, Colliers Engineering & Design and Suburban Consulting Engineers.

CERTIFICATION

I, **KELLY LETTERA, CMC, 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, 2026**.



KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **TOM LOMBARSKI**, Interim 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, Morgan Municipal Engineering Services/ Morgan Engineering & Surveying, Colliers Engineering & Design and Suburban Consulting Engineers as Special Project Engineers.

The amount of the contract to be awarded under this resolution is determined not to exceed \$20,000.00 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 area available for this open-ended contract are found in the following line item appropriation(s): 6-01-20-715


TOM LOMBARSKI, Interim Chief Financial Officer
Township of Little Egg Harbor

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the 1st day of **January, 2026**,

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").

WITNESSETH:

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, 2026 and ending December 31, 2026.

2. The following hourly rates shall be paid for all engineering and surveying services authorized by the Township Committee:

Staff Position Hourly Rate

Manager	\$189 per hour
Senior Professional Staff	\$185 per hour
Supervising Technical Staff	\$181 per hour
Professional Staff	\$177 per hour
Senior Technical + Field Staff	\$172 per hour
Junior Professional Staff	\$167 per hour
Technical Staff	\$163 per hour
Field Staff	\$160 per hour
Junior Technical Staff	\$155 per hour
Junior Field Staff	\$145 per hour
Intern	\$120 per hour
Administrative Support Staff	\$115 per hour

Two-hour minimum charge for attendance at public meetings. Milage charge of \$0.70 per mile or applicable federal rate as adopted by T&M. 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, 2026, 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.

13. 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.

14. 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.

15. 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.

16. 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, CMC, RMC
Township Clerk
(Seal)

By

KENNETH LANEY, MAYOR

T&M ASSOCIATES

As to

JASON WORTH, PE, PP, CME

2026 Schedule of Hourly Rates

Billing Title	Billing Rate/Hour
Administrative Support Staff	\$115.00
Intern	\$120.00
Junior Field Staff	\$145.00
Junior Technical Staff	\$155.00
Field Staff	\$160.00
Technical Staff	\$163.00
Junior Professional Staff	\$167.00
Senior Technical + Field Staff	\$172.00
Professional Staff	\$177.00
Supervising Technical Staff	\$181.00
Senior Professional Staff	\$185.00
Manager	\$189.00

Billing Basis: Fixed Rate for Each Billing Title

2026 LEHT



T&M occasionally uses part-time and temporary staff to meet peak workload demands, and these staff will be billed in accordance with the attached rate schedule.

2026 SCHEDULE OF MISCELLANEOUS CHARGES

Effective January 1, 2026

Contracted Services

Including subconsultants, contracted labor, Sub-professionals, and subcontractorsInvoice Cost + 15%

Direct Expenses

- Disbursements to agencies, vendors and suppliers

Includes: Equipment; interstate transportation; permit, application, review, and similar fees; printing, plotting, reproduction, binding, and other graphic services; outside computer services; title, research, and data services; courier and express services; project field office expenses; and out-of-state telephone costs

- Other Charges

Mileage \$0.70/mile or applicable federal rate as adopted by T&M

Travel and Subsistence Invoice Cost

Field Vehicles\$105/day



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 _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the 1st day of **January, 2026**,

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").

WITNESSETH:

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, 2026 and ending December 31, 2026.

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, 2026, 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.

13. 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.

14. 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.

15. 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.

16. 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, CMC, RMC
Township Clerk
(Seal)

By

KENNETH LANEY, MAYOR

REMINGTON AND VERNICK ENGINEERS

As to

JAMES ORIS, PE, PP

2026 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

Certified Floodplain Manager	\$210
Project Manager, LSRP	\$225
Project Manager/Engineer	\$220
Project Engineer	\$210
Engineer	\$190
Senior Engineering Technician	\$175
Engineering Technician	\$150
Technical Aide	\$90

PLANNING

Planning Manager	\$215
Project Planner	\$205
Senior Landscape Architect/Planner	\$200
Landscape Architect/Planner	\$175

Principal	\$230
Regional Engineer/Manager	\$225
Engineering Department Head	\$220
Administrative Manager	\$140

CONSTRUCTION MANAGEMENT & OBSERVATION

CM & Observation Department Head	\$200
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Construction Management Personnel

Project Manager	\$190
Senior Construction Manager	\$175
Construction Manager	\$165
Asst Construction Manager	\$135

Observer Personnel

Observer Supervisor	\$185
Resident Observer NICET IV	\$185
Observer NICET II/III	\$170
Observer	\$165
Contract Administrator	\$160
NACE Certified Coating Inspector	\$195

SURVEY, CAD & GIS

Field Personnel

Surveyor	\$155
Party Chief	\$150
Transit/Rod Person	\$145
Robotic Crew	\$200
Drone Crew	\$205

Office Personnel

Survey/CAD Department Head	\$205
Survey Manager	\$200
CAD/GIS Manager	\$200
Senior CAD/GIS Technician	\$170
CAD/GIS Technician	\$150

Engineer of Record Meeting Attendance - \$250 each

(This excludes land use board or commission meeting attendance and project specific meetings which fall under standard hourly rates)

Mileage Commensurate in accordance with IRS Regulations

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 _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the 1st day of **January, 2026**,

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 & DESIGN, INC.** having its principal offices located at 101 Crawfords Corner Road, Suite 3400, Holmdel, NJ 07733 (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 & Design, 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, 2026 and ending December 31, 2026.
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 & Design for the Township.

7. The Engineer and the Township agree that this appointment as Special Projects Engineer shall expire on December 31, 2026, 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.

13. 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.

14. 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.

15. 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.

16. 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, CMC, RMC
Township Clerk
(Seal)

By

KENNETH LANEY, MAYOR

COLLIERS ENGINEERING & DESIGN

As to



Little Egg Harbor Township, Ocean County, New Jersey
Rates are effective January 1, 2026 through December 31, 2026

Technical Staff Rates	
Billing Titles	Hourly Rates
Technical Director	200.00
Project Manager	195.00
Senior Project Specialist	190.00
Project Specialist	185.00
Technical Professional	180.00
Technical Specialist	175.00
Specialist	170.00
Senior Data Technician	165.00
Senior Technical Assistant	160.00
Technical Assistant	145.00
Data/Field Technician	135.00
Survey Crew – 1 Person w/Robotic Equipment	195.00
Additional Survey Crew Member	85.00
SUE Crew (designating) – 1 Person	160.00
Additional (designating) Member	85.00
SUE Crew (locating) – 2 Person	220.00
Additional (locating) Member	85.00
Expert Witness	425.00
Sr. LSRP (NJ Only)	330.00
LSRP (NJ Only)	290.00

Reimbursable Expenses	
General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.70 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.20 / Each
Color Photocopies	2.20 / Each
Document Binding	4.50 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	95.00 / Each
Primary Plan Set Submission Digital Signature	325.00 / Set
Additional Plan Set Submissions Digital Signature	100.00 / Set
Mileage Reimbursement*	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. (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 _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the 1st day of **January, 2026**,

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, LLC/MORGAN MUNICIPAL SERVICES, LLC** having its principal offices located at 130 & 137 Central Avenue, Island Heights, NJ 08732 (hereinafter referred to as "Special Projects Engineer").

WITNESSETH:

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, LLC/Morgan Municipal Services, LLC 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, 2026 and ending December 31, 2026.

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, LLC/Morgan Municipal Services, LLC for the Township.

7. The Engineer and the Township agree that this appointment as Special Projects Engineer shall expire on December 31, 2026, 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.

13. 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.

14. 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.

15. 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.

16. 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, CMC, RMC
Township Clerk
(Seal)

By

KENNETH LANEY, MAYOR

**MORGAN ENGINEERING, LLC/
MORGAN MUNICIPAL SERVICES, LLC**

As to

2026 SCHEDULE OF BILLABLE HOURLY RATES

Morgan Municipal Services, LLC and Morgan Engineering & Surveying, LLC have a company policy to work alongside clients and share in the success from beginning to end. To that end, we want to be clear that clients should contact our staff with questions or problems, and that consulting fees will not be incurred for general consulting or guidance. Fees are only charged for completing specific tasks that are tied to a specific project or assignment. For capital projects, our office will provide a detailed written proposal which indicates the scope of services and are subject to negotiation and approval.

<i>Engineering:</i>	
Engineering Administrator	\$89
Engineering Technician Aide	\$98
Engineering Technician	\$135
Senior Engineering Technician	\$160
Certified Floodplain Manager	\$183
Engineer	\$158
Junior Professional Engineer	\$165
Professional Engineer	\$172
Senior Professional Engineer	\$182
Engineering Administrative Manager	\$136
Engineering Department Manager	\$185
Engineering Director/Principal	\$198
<i>Construction Observation & Management:</i>	
Construction Observer	\$147
Senior Construction Observer	\$168
Senior Construction Observer, NICET	\$170
Construction Manager	\$156
Senior Construction Manager	\$168
Department Manager Construction Observation	\$180
<i>Planning:</i>	
Landscape Architect/Planner	\$156
Senior Landscape Architect/Planner	\$172
Professional Planner	\$180
Department Manager Planning	\$198
<i>Survey, AutoCAD, & GIS:</i>	
Instrument Person	\$89
Field Party Chief	\$132
Professional Land Surveyor	\$160
Department Manager Surveying	\$182
2-Person Survey Crew (1/2 Day)	\$2,900
2-Person Survey Crew (Full Day)	\$4,600
<i>Reimbursable Expenses:</i>	
General Expenses	Cost + 15%
Sub-consultants/Sub-contractors	Cost + 15%
Plotting, Black & White (24"x36" or 30"x42")	\$10.00/Sheet
Plotting, Color (24"x36" or 30"x42")	\$100.00/Sheet
Photocopies (8.5"x11")	\$0.25/Sheet
Paper Prints (11" x 17")	\$1.00/Sheet
Portable Media (Disk, Thumbdrive)	\$100/Each
Mylar Reproducible or Cloth Prints – (24"x36" or 30"x42")	\$125/Sheet
Mileage in accordance with IRS Regulations	\$0.70/mile

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 _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the 1st day of **January, 2026**,

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: **SUBURBAN CONSULTING ENGINEERS** having its principal offices located at 150 Campus Parkway, Suite 104, Wall, NJ 07753 (hereinafter referred to as "Special Projects Engineer").

WITNESSETH:

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. Suburban Consulting 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, 2026 and ending December 31, 2026.
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 for the Township.

7. The Engineer and the Township agree that this appointment as Special Projects Engineer shall expire on December 31, 2026, 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.

13. 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.

14. 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.

15. 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.

16. 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, CMC, RMC
Township Clerk
(Seal)

By

KENNETH LANEY, MAYOR

SUBURBAN CONSULTING ENGINEERS

As to

PROPOSED HOURLY RATES

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES 2026 TOWNSHIP ENGINEER FOR SPECIAL PROJECTS

Principal/Project Officer	\$215.00/hour
Senior Project Manager	\$210.00/hour
Project Manager	\$205.00/hour
Senior Project Licensed Professional	\$200.00/hour
Project Licensed Professional	\$190.00/hour
Licensed Professional	\$180.00/hour
Senior Project Coordinator	\$200.00/hour
Project Coordinator	\$195.00/hour
Senior Designer/Senior Survey Analyst	\$170.00/hour
Designer/Survey Analyst	\$155.00/hour
Senior Environmental Scientist	\$170.00/hour
Environmental Scientist	\$155.00/hour
Senior Project GIS Analyst	\$180.00/hour
Project GIS Analyst	\$170.00/hour
GIS Analyst	\$165.00/hour
Senior GIS Technician	\$155.00/hour
GIS Technician	\$145.00/hour
Senior GIS Project Coordinator	\$170.00/hour
GIS Project Coordinator	\$165.00/hour
Senior Observer	\$155.00/hour
Observer	\$145.00/hour
Senior Technician	\$150.00/hour
Technician	\$140.00/hour
Project Administrator	\$155.00/hour
Administrative Support	\$95.00/hour

Equipment Unit Cost:

⇒ Unmanned Aerial Systems/Remotely Operated Vehicle	\$150.00/hour
⇒ Robotic/LiDAR	\$50.00/hour
⇒ GPS	\$25.00/hour
⇒ Environmental Injection Pump & Equipment	\$150.00/day

Reimbursable expenses may include but are not limited to printing / reproduction, mileage, parking and tolls, overnight postage, messenger fees, certified mailings, certified property owners list, uniformed traffic protection, permit applications, and associated filing or recording fees.

Any third-party incurred reimbursable expenses and/or subconsultant fees will be invoiced at SCE's **cost plus 15%**.

Mileage will be billed in accordance with federal prevailing rate.

At this point in the qualification stage, we are unable to provide the Township of Little Egg Harbor (Township) with a total cost "not to exceed" amount associated with providing services on projects. Once a specific project and scope is known and provided to SCE, we will provide the Township with a detailed scope services and cost proposal for the project.

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.

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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 _____