

RESOLUTION NO. 2016 - 98

**RESOLUTION OF THE TOWNSHIP OF LITTLE
EGG HARBOR, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AWARDING A PROFESSIONAL
SERVICES AGREEMENT TO JKUIPERS
ELECTRICAL CONTRACTOR, INC. FOR ON-CALL
ELECTRICAL SERVICES**

WHEREAS, the Township advertised a request for proposals for On-Call Electrical Services for the Township of Little Egg Harbor 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, a determination of value has been made by the Township that said contract shall be a value in excess of \$17,500; and

WHEREAS, said competitive negotiation procedure satisfies the requirements of a fair and open process under N.J.S.A. 19:44A:20.2 et seq.; and

WHEREAS, three proposals were to be submitted to the Office of the Township Clerk by March 18, 2016; and

WHEREAS, the Township Administrator and the Superintendent of the Department of Public Works have reviewed the proposals submitted and recommend the proposal of JKuipers Electrical Contractor, Inc. attached hereto as Schedule "A"; and

WHEREAS, it is the desire of the Mayor and Township Committee to appoint JKuipers Electrical Contractor, Inc. to provide On-Call Electrical Services for the Township of Little Egg Harbor; 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.,

authorizes the award of contracts for "Professional Services" and requires that the resolution and contract be made available for public inspection.

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

1. That JKuipers Electrical Contractor, Inc. is hereby appointed for On-Call Electrical Services for the Township of Little Egg Harbor.
2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to an Agreement with JKuipers Electrical Contractor, Inc. consistent with that company's proposal, attached hereto as Schedule A, and subject to the approval of the Township Attorney.
3. That this contract is awarded 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(s) authorized by law to practice a recognized profession.
4. That a notice of this action shall be printed once in the official newspaper of the Township of Little Egg Harbor.
5. That this resolution shall take effect immediately.
6. That no services shall be rendered under the contract until the Chief Financial Officer has certified the availability of funds for such services.
7. That a certified copy of this resolution, together with a copy of the contract between the parties, shall be provided by the Township Clerk to the Chief Financial Officer and to JKuiper Electrical Contractor, Inc.

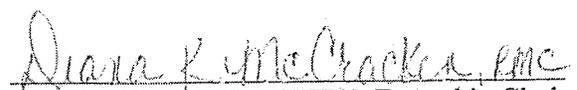
GILMORE & MONAHAN
A Professional Corporation
COUNSELLORS AT LAW
Allen Street Professional Center
Ten Allen Street
P.O. Box 1540
Toms River, New Jersey 08754

Motion to Approve: Gormley Second: Kehm Roll Call:

Gormley	<u>yes</u>
Kehm	<u>yes</u>
Kobryn	<u>yes</u>
Schlick	<u>NO</u>
Stevens	<u>yes</u>

CERTIFICATION

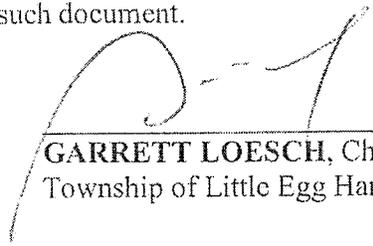
I, **DIANA K. MCCRACKEN, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 14th day of **April, 2016**.


DIANA K. MCCRACKEN, RMC
DIANA K. MCCRACKEN, Township Clerk
Little Egg Harbor Township

CERTIFICATE OF AVAILABILITY OF FUNDS

Resolution #2016-98 – On-Call Electrical Services

I, **GARRETT LOESCH**, Chief Financial Officer for the Township of Little Egg Harbor, do hereby certify that no amount shall be chargeable or certified until such time as goods and/or services are ordered and/or rendered. Prior to incurring the liability by placing the order or receiving the services, the certification of available funds shall be issued and attached to the file copy of the purchase order or other such document.



GARRETT LOESCH, Chief Financial Officer
Township of Little Egg Harbor

MSD:nmc
#3700

AGREEMENT

THIS AGREEMENT made this 14th day of April, 2016,

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, NJ 08087 (hereinafter referred to as "Township");

AND: JKUIPERS ELECTRICAL CONTRACTOR, INC., having principal offices located at 656 Deerhead Lake Drive, Forked River, NJ 08731, (hereinafter referred to as "Contractor").

WITNESSETH

That in accordance with Schedule A, attached hereto and made a part hereof, and the contract documents hereinafter set forth, the Contractor agrees to provide On-Call Electrical Services for the Township of Little Egg Harbor.

Contractor shall be responsible for all loss or damage arising out of the furnishing of the services or from any action of the elements; or from any unforeseen obstruction or difficulties which may be encountered of every description connected with the performance of the aforesaid services until they have been accepted by the Township.

To prevent all disputes and litigation, it is agreed by and between the parties to this agreement that the Township shall in all cases determine the services rendered under this agreement, and as to the interpretation of the plans and request for quotations.

The Contractor agrees that the workers employed in the performance of this contract shall not be paid less than the applicable prevailing wage rate. In the event that it is found that any worker employed by the Contractor has been paid a rate of wages less than the prevailing wage rate, the Township may terminate the Contractor's right to proceed with work and to prosecute the work to completion. Contractor and his sureties shall be liable for any excess costs occasioned thereby to the Township.

The term of this contract shall be for one (1) year from January 1, 2016 through December 31, 2016.

The contract documents shall consist of the following:

1. Notice to Contractors;
2. Request for Quotes;
3. Contractor's Quotation (as accepted);
4. Contract Agreement;
5. All Addenda.

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).

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.

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

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.

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

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, 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 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.

This Agreement, together with the contract documents, form the contract and they are as fully a part of this Agreement as if hereto attached or herein repeated.

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 executed this Agreement.

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

Diana K. McCracken, RMC By
DIANA K. MCCRACKEN, RMC
Township Clerk
(Seal)

Eugene Kobryn
EUGENE KOBRYN, Mayor

JKUIPERS ELECTRICAL CONTRACTOR, INC.

Secretary
(Seal)

By _____
President

ILMORE & MONAHAN
A Professional Corporation
COUNSELLORS AT LAW
Ten Street Professional Center
Ten Allen Street
P.O. Box 1540
Little Egg Harbor, New Jersey 08754