

**RESOLUTION NO. 2025-005**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING T&M ASSOCIATES, REMINGTON & VERNICK ENGINEERS, MORGAN ENGINEERING, LLC/MORGAN MUNICIPAL SERVICES, LLC, COLLIERS ENGINEERING & DESIGN AND VAN CLEEF ENGINEERING ASSOCIATES LLC 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 November 27, 2024; and

**WHEREAS**, the Township Administrator has reviewed the proposals submitted and recommends T&M Associates, Remington & Vernick Engineers, Morgan Engineering LLC/Morgan Municipal Services, LLC, Colliers Engineering & Design and Van Cleef Engineering Associates, LLC be appointed as Special Project Engineers; and

**WHEREAS**, the Township has determined that T&M Associates, Remington & Vernick Engineers, Morgan Engineering LLC/Morgan Municipal Services, LLC, Colliers Engineering & Design and Van Cleef Engineering Associates, LLC 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 Engineering LLC/Morgan Municipal Services, LLC, Colliers Engineering & Design and Van Cleef Engineering Associates, LLC as Special Project Engineers for the Township of Little Egg Harbor for a term of one (1) year, commencing January 1, 2025 and ending December 31, 2025.

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 Engineering LLC/Morgan Municipal Services, LLC, Colliers Engineering & Design and Van Cleef Engineering Associates, LLC 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.

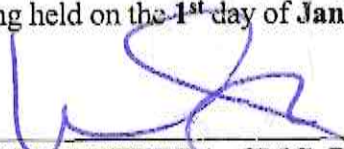
7. That a copy of the written determination of value by the Township Administrator shall be placed on file with this resolution.

8. That this resolution shall take effect January 1, 2025.

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 Engineering LLC/Morgan Municipal Services, LLC, Colliers Engineering & Design and Van Cleef Engineering Associates, LLC.

#### **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 **1<sup>st</sup>** day of **January, 2025**.

  
\_\_\_\_\_  
**KELLY LETTERA, CMC, RMC**  
Township Clerk  
Little Egg Harbor Township

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, **RODNEY HAINES**, Chief Financial Officer for the Township of Little Egg Harbor, do hereby certify that adequate funds are available for an open-ended contract with T&M Associates, Remington & Vernick Engineers, Morgan Engineering LLC/Morgan Municipal Services, LLC, Colliers Engineering & Design and Van Cleef Engineering Associates, LLC 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 are available for this open-ended contract are found in the following line item appropriation(s): 01-20-715

  
\_\_\_\_\_  
**RODNEY HAINES**, Chief Financial Officer  
Township of Little Egg Harbor

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** dated the **1st** day of **January, 2025**,

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

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

**W I T N E S S E T H :**

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

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

1. Jason Worth, PE, PP, CME of T&M Associates is hereby appointed and designated by the Township Committee of the Township of Little Egg Harbor as a Special Projects Engineer for a term of one (1) year, commencing January 1, 2025 and ending December 31, 2025.

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

**Staff Position Hourly Rate**

Manager	\$182 per hour
Senior Professional Staff	\$178 per hour
Supervising Technical Staff	\$175 per hour
Professional Staff	\$170 per hour
Senior Technical + Field Staff	\$164 per hour
Junior Professional Staff	\$160 per hour
Technical Staff	\$156 per hour
Field Staff	\$153 per hour
Junior Technical Staff	\$148 per hour
Junior Field Staff	\$138 per hour
Intern	\$115 per hour
Administrative Support Staff	\$110 per hour

Two-hour minimum charge for attendance at public meetings. Mileage charge of \$0.67 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, 2025, 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

\_\_\_\_\_  
**DANIEL MAXWELL, MAYOR**

**T&M ASSOCIATES**

\_\_\_\_\_  
As to

\_\_\_\_\_  
**JASON WORTH, PE, PP, CME**



# 2025 SCHEDULE OF HOURLY RATES

Billing Title	Billing Rate/Hour
Administrative Support Staff	\$110.00
Intern	\$115.00
Junior Field Staff	\$138.00
Junior Technical Staff	\$148.00
Field Staff	\$153.00
Technical Staff	\$156.00
Junior Professional Staff	\$160.00
Senior Technical + Field Staff	\$164.00
Professional Staff	\$170.00
Supervising Technical Staff	\$175.00
Senior Professional Staff	\$178.00
Manager	\$182.00

Billing Rates listed Rate for each Billing Title



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.

2025 LEHT

## 2025 SCHEDULE OF MISCELLANEOUS CHARGES

Effective January 1, 2025

### Contracted Services

Including subconsultants, contracted labor, Sub-professionals, and subcontractors .....Invoice 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 ..... \$0.67/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., N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional orientation or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

Company \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** dated the 1<sup>st</sup> day of **January, 2025**,

**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, 2025 and ending December 31, 2025.

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, 2025, 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. 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.

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

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

**WITNESS & ATTEST:**

**TOWNSHIP OF LITTLE EGG HARBOR**

\_\_\_\_\_  
**KELLY LETTERA, RMC**  
Township Clerk  
(Seal)

By

\_\_\_\_\_  
**DANIEL MAXWELL, MAYOR**

**REMINGTON & VERNICK ENGINEERS**

\_\_\_\_\_  
As to

\_\_\_\_\_  
**JAMES ORIS, PE, PP**

## 2025 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	\$200
Project Manager, LSRP	\$215
Project Manager/Engineer	\$215
Project Engineer	\$205
Engineer	\$180
Senior Engineering Technician	\$170
Engineering Technician	\$135
Technical Aide	\$90

### PLANNING

Planning Manager	\$215
Project Planner	\$205
Senior Landscape Architect/Planner	\$200
Landscape Architect/Planner	\$165

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

### CONSTRUCTION MANAGEMENT & OBSERVATION

CM & Observation Department Head	\$195
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#### Construction Management Personnel

Project Manager	\$185
Senior Construction Manager	\$170
Construction Manager	\$160
Asst Construction Manager	\$130

#### Observer Personnel

Observer Supervisor	\$180
Resident Observer NICET IV	\$180
Observer NICET II/III	\$170
Observer	\$160
Contract Administrator	\$155
NACE Certified Coating Inspector	\$185

### SURVEY, CAD & GIS

#### Field Personnel

Surveyor	\$145
Party Chief	\$140
Transit/Rod Person	\$135
Robotic Crew	\$180

#### Office Personnel

Survey/CAD Department Head	\$205
Survey Manager	\$200
CAD/GIS Manager	\$195
Senior CAD/GIS Technician	\$165
CAD/GIS Technician	\$145

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., N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional orientation or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** dated the 1<sup>st</sup> day of **January, 2025**,

**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, 2025 and ending December 31, 2025.
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, 2025, 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

\_\_\_\_\_  
**DANIEL MAXWELL, MAYOR**

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

\_\_\_\_\_  
As to

## 2025 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.

<b>Engineering:</b>	
Engineering Administrator	\$85
Engineering Technician Aide	\$95
Engineering Technician	\$130
Senior Engineering Technician	\$155
Certified Floodplain Manager	\$175
Design Engineer	\$150
Junior Professional Engineer	\$160
Professional Engineer	\$165
Senior Professional Engineer	\$175
Engineering Administrative Manager	\$130
Engineering Department Manager	\$180
Engineering Director/Principal	\$195
<b>Construction Observation &amp; Management:</b>	
Construction Observer	\$140
Senior Construction Observer	\$160
Senior Construction Observer, NICET	\$165
Construction Manager	\$150
Senior Construction Manager	\$165
Department Manager Construction Observation	\$175
<b>Planning:</b>	
Landscape Architect/Planner	\$150
Senior Landscape Architect/Planner	\$165
Professional Planner	\$175
Department Manager Planning	\$190
<b>Survey, AutoCAD, &amp; GIS:</b>	
Instrument Person	\$85
Field Party Chief	\$125
Professional Land Surveyor	\$150
Senior Professional Land Surveyor	\$175
2-Person Survey Crew (1/2 Day)	\$2,200
2-Person Survey Crew (Full Day)	\$3,800
<b>Reimbursable Expenses:</b>	
General Expenses	Cost + 15%
Sub-consultants/Sub-contractors	Cost + 15%
Plotting, Black & White (24"x36" or 30"x42")	\$5.00/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	\$0.625/mile

## **EXHIBIT A**

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

### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional orientation or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.



The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

Company \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** dated the 1<sup>st</sup> day of **January, 2025**,

**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 Crawford's 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, 2025 and ending December 31, 2025.
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, 2025, 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 c. 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

\_\_\_\_\_  
**DANIEL MAXWELL, MAYOR**

**COLLIERS ENGINEERING & DESIGN**

\_\_\_\_\_  
As to



**Township of Little Egg Harbor, Ocean County, New Jersey**  
**Rates are effective January 1, 2025, through December 31, 2025**

**Technical Staff Rates**

Billing Titles	Hourly Rates
Technical Director	195.00
Project Manager	190.00
Senior Project Specialist	180.00
Project Specialist	175.00
Technical Professional	170.00
Technical Specialist	165.00
Specialist	160.00
Senior Data Technician	155.00
Senior Technical Assistant	145.00
Technical Assistant	135.00
Data/Field Technician	125.00
Survey Crew - 1 Person w/Robotic Equipment	190.00
Additional Survey Crew Member	80.00
SUE Crew (designating) - 1 Person	155.00
Additional (designating) Member	80.00
SUE Crew (locating) - 2 Person	210.00
Additional (locating) Member	80.00
Expert Witness	425.00
Sr. LSRP (NJ Only)	320.00
LSRP (NJ Only)	275.00

**Reimbursable Expenses**

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.05 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.625 / Per Mile
	Field Vehicle 0.70 / Per Mile

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

## **EXHIBIT A**

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

#### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional orientation or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** dated the **1<sup>st</sup>** day of **January, 2025**,

**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:** **VAN CLEEF ENGINEERING ASSOCIATES, LLC** having its principal offices located at 1705 Route 37 East, Toms River, NJ 08753 (hereinafter referred to as "Special Projects Engineer").

**W I T N E S S E T H :**

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

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

1. Van Cleef Engineering Associates 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, 2025 and ending December 31, 2025.
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 Van Cleef Engineering Associates LLC for the Township.

7. The Engineer and the Township agree that this appointment as Special Projects Engineer shall expire on December 31, 2025, 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).

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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.

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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

\_\_\_\_\_  
**DANIEL MAXWELL, MAYOR**

**VAN CLEEF ENGINEERING ASSOCIATES**

\_\_\_\_\_  
As to

**Little Egg Harbor Township**

<b>Classification</b>	<b>Hourly Rate</b>
Principal Engineer	\$156.00
Senior Structural Engineer	\$155.00
Senior Geotechnical Engineer	\$155.00
Supervising Professional Engineer	\$155.00
Senior Professional Engineer	\$155.00
Professional Engineer	\$154.00
Project Engineer	\$131.00
Director of Structural Engineering	\$156.00
Senior Technical Manager	\$145.00
Professional Planner	\$144.00
Senior Project Manager	\$155.00
Project Manager	\$135.00
Senior Project Designer	\$127.00
Technical Manager	\$139.00
Project Designer	\$120.00
Senior Engineering Technician	\$114.00
Engineering Technician	\$98.00
Senior CAD Technician	\$119.00
CAD Technician	\$98.00
Draftsperson	\$94.00
Geospatial Manager	\$121.00
Senior Geospatial Analyst	\$111.00

<b>Classification</b>	<b>Hourly Rate</b>
Geospatial Analyst	\$100.00
Director of Landscape Architecture	\$157.00
Landscape Architect	\$130.00
Geologist	\$104.00
Resident Construction Observer	\$120.00
Senior Construction Observer	\$118.00
Construction Observer/Level 4	\$110.00
Construction Observer/Level 3	\$103.00
Construction Observer/Level 2	\$89.00
Director of Surveying	\$157.00
Senior Professional Surveyor	\$134.00
Professional Surveyor	\$123.00
Surveyor	\$115.00
Senior Survey Technician	\$99.00
Technician/Level 2	\$88.00
Technician/Level 1	\$76.00
Administrative Assistant	\$63.00
Two-Person Field Crew	\$191.00
Two-Person Field Crew/GPS	\$191.00
Robotic Unit - 1 Person Field Crew	\$123.00
Robotic Unit - 2 Person Field Crew	\$191.00
Unmanned Aerial Specialist	\$139.00

## **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 \_\_\_\_\_