

**RESOLUTION NO. 2025-065**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR ENGINEERING SERVICES FOR MYSTIC ISLAND DRAINAGE IMPROVEMENTS PHASE 3, NJIB LOAN NO. S340579-06 WITH T&M ASSOCIATES (CONSTRUCTION PLAN REVIEW AND FINALIZATION/BIDDING PHASE/CONSTRUCTION PHASE ENGINEERING SERVICES)**

**WHEREAS**, the Township of Little Egg Harbor filed a loan application with the New Jersey Department of Environmental Protection and the New Jersey Infrastructure Bank for the Township's Mystic Island Drainage Improvements Phase 3 Project; and

**WHEREAS**, the proposed project includes the replacement of approximately 1,500 lineal feet (LF) and removal of 50 LF of existing drainage piping, installation of approximately 880 LF of new drainage piping. The work also includes replacement of 11 outfalls and replacement and installation of up to 35 drainage inlets, as well as, in kind restoration of approximately 17,150 square feet of existing storm drainage easements, and roadway reconstruction along West and East Raritan Drive, West and East Potomac Drives, West and East Susquehanna Drives, and West and East Shrewsbury Drives from edge to edge once all construction is completed; and

**WHEREAS**, there exists a need for Special Project Engineering Services for the Township of Little Egg Harbor for the Township's Mystic Island Drainage Improvements Phase 3 Project; and

**WHEREAS**, the Township Chief Financial Officer is authorized to act as the Authorized Representative to represent the Township in all matters relating to the project undertaken pursuant to the above referenced New Jersey Environmental Infrastructure Loan to be executed with the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust has determined and certified in writing that the anticipated value of the contract will exceed \$17,500; and

**WHEREAS**, 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; and

**r|m|shc**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

**WHEREAS**, the Township has determined that T&M Associates has 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 \$205,000.00 (\$10,000.00 for Final Plan Preparation, \$5,000.00 Bidding Assistance and \$190,000.00 for Construction Phase Engineering (Administration and Inspection) which sum is reasonably estimated based upon such engineering services as 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 the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That T&M Associates is appointed as Special Projects Engineer for the Township of Little Egg Harbor for Mystic Island Drainage Improvements Phase 3 Project. The performance of contract work shall commence upon the signing of the Agreement and shall terminate one (1) year after completion of the work.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the attached agreement with T&M Associates in accordance with the provisions of this resolution, for an amount not to exceed \$205,000.00 (\$10,000.00 for Final Plan Preparation, \$5,000.00 Bidding Assistance and \$190,000.00 for Construction Phase Engineering (Administration and Inspection).

**r|m|s|h|c**

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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.

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 immediately.

9. That a certified copy of this resolution shall be provided by the Township Clerk to the New Jersey Department of Environmental Protection, New Jersey Environmental Infrastructure Trust, the Township Engineer, Township Certified Financial Officer and T&M Associates.

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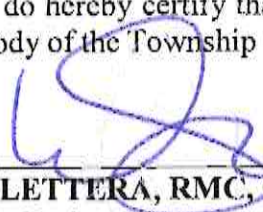
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**CERTIFICATION**

**I, KELLY LETTERA, CMC, RMC,** do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body of the Township of Little Egg Harbor at a meeting held on the **9<sup>th</sup>** day of **January, 2025.**

  
\_\_\_\_\_  
**KELLY LETTERA, RMC, CMC**  
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 as Special Project Engineers for Mystic Island Drainage Improvements Phase 3 Project.

The amount of the contract to be awarded under this resolution is determined not to exceed \$205,000.00 (\$10,000.00 for Final Plan Preparation, \$5,000.00 Bidding Assistance and \$190,000.00 for Construction Phase Engineering (Administration and Inspection) 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): C-04-55-974-510



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

**r|m|sh|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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New Jersey Department of Environmental Protection

LP-11

AFFIDAVIT FOR PROFESSIONAL SERVICES

I, Rodney R. Haines, Township Finance Officer the undersigned authorized representative of Township of Little Egg Harbor the applicant for

(check one)

New Jersey Environmental Infrastructure Financing Program – (Fund/Trust Loans) pursuant to N.J.A.C. 7:22-3 and 7:22-4

Sewage Infrastructure Improvement Act - (Planning or Design Grants) pursuant to N.J.A.C. 7:22A-1, 2, and 6

Interconnection/Cross Connection Abatement Account - (Planning or Design Grants) pursuant to N.J.A.C. 7:22A-1, 2 and 7

Pinelands Infrastructure Trust Fund - (Grant/Loan) pursuant to N.J.A.C. 7:22-6 being duly sworn according to law, upon my oath deposes and attests that:

1. The applicant has selected the following firm to provide Professional Services:

Firm Name T&M Associates

Address 1144 Hooper Avenue, Suite 202

City Toms River State NJ Zip Code 08753

Telephone Number (732) 473-3400

Principal Officer Jason A. Worth, P.E., Township Engineer

Further, the selection of the above referenced firm has been made in accordance with the State of New Jersey's Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., or other procurement laws. (NOTE: if an alternative procurement law is involved, please cite the law below, which may include the Privatization Act, N.J.S.A. 58:27-1 et seq., or the Solid Waste Management Act's contracting provisions at N.J.S.A. 13:1E-155 through 168 as well as applicable provisions of state rules or requirements thereof.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The selected firm will perform the following services:**

Planning, design, bidding, construction administration and construction oversight services for the proposed improvements associated with the Township's Phase 3 of the Mystic Island Drainage Improvements.

for Project No. S340579-06 described as (include a brief description of the project):

The project includes replacement of approximately 1,500 lineal feet of storm drainage piping, installation of 880 LF of new drainage piping, replacement of 11 existing outfalls, installation of 35 new drainage inlets, as well as, easement and roadway restoration curb to curb along West and East Raritan Drives, West and East Potomac Drives, West and East Susquehanna Drives and West and East Shrewsbury Drives.

at a compensation amount not to exceed \$ 395,000.00

2. The applicant has reviewed the Professional's scope of services and all costs, including direct and indirect costs, associated with this contract for the aforementioned project noted under item 1 above. The applicant herein agrees and approves the costs as being acceptable and reasonable for the intended purpose to complete all said services.
3. The applicant has attached to this AFFIDAVIT a certified copy of the executed professional services prime subagreement.
4. The applicant has attached to this AFFIDAVIT a copy, of the resolution as approved by the local government unit or letter, approving the professional noted under item 1; the Scope of Services for the said project and the Negotiated Acceptable Costs.

The foregoing statements made by me are true and the attached copies of documents are true and correct copies of records maintained by the applicant.

11/9/25  
Date

  
Signature of Authorized Representative

Rodney R. Haines  
Name of Authorized Representative (typed)

Township Finance Officer  
Title of Authorized Representative (typed)

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature      NOTARY PUBLIC SEAL

## **ENGINEERING AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between:  
TOWNSHIP OF LITTLE EGG HARBOR, Ocean County, NJ, with place of business at 665  
Radio Road, Little Egg Harbor, NJ hereinafter referred to as the "OWNER,"

AND

T&M ASSOCIATES, Consulting and Municipal Engineers, 1144 Hooper Avenue, Suite  
202, Toms River, NJ 08753, hereinafter referred to as the "ENGINEER."

WITNESSETH, whereas it is the intention of the OWNER to engage the services of the ENGINEER to undertake and complete necessary and essential professional engineering services in connection with contract administration and resident inspection for the MYSTIC ISLAND PHASE 3 DRAINAGE IMPROVEMENTS PROJECT (Project No. S340579-06), hereinafter referred to as the "PROJECT" in the Township of Little Egg Harbor for the OWNER; and

WHEREAS, it is the intention of the OWNER that this project be funded with loan assistance from the New Jersey Environment Infrastructure Financing Program pursuant to N.J.A.C. 7:22-3.1 et seq., the New Jersey Environmental Infrastructure Trust Loan pursuant to N.J.A.C. 7:22-4.1 et seq., and all applicable interim and final rules and regulations published in the New Jersey Register.

NOW, THEREFORE, in consideration of these premises, and of the mutual covenants and premises hereinafter contained, the OWNER and ENGINEER hereby agree as follows:

### **SECTION A – ENGINEERING SERVICES**

The ENGINEER agrees to perform the various professional engineering services required for contract administration and resident inspection during the construction phase of the PROJECT. The ENGINEER agrees to serve as the OWNER's professional engineering representative in all phases of this project, including, but not limited to, meetings, construction inspection and contract administration, and reviews by authorized groups or agencies. The ENGINEER shall give consultation and advice to the OWNER during the performance of his services and shall assist the OWNER in the preparation of applications and supporting

documents for governmental loans or advances in connection with the Contract.

## **SECTION 1 – GENERAL SCOPE OF SERVICES**

### **1.1 Planning and Design Services**

1.1.2 The ENGINEER shall attend a kickoff meeting with the OWNER to review project intent prior to design. The Engineer shall also coordinate with all the utility companies to obtain existing utility information for preparation of the design drawings.

1.1.3 The ENGINEER will utilize existing topographic survey prepared by others as the base mapping for creating construction drawings. Additional field survey will be provided to confirm drainage easements and verify existing site conditions. The additional field survey will include topographic spot elevations, location of landscaping and yard features, location of utility structures, pipe types and grate and invert elevations.

1.1.4 The ENGINEER shall prepare design plans for the grading and roadway drainage improvements as outlined in the attached proposal. This work will include drainage pipe replacement and new drainage pipe installations in accordance with NJ Stormwater Design Standards. As part of the design process, the ENGINEER will also prepare and submit an Ocean County Soil Conservation District SESC permit for review and approval to the County.

1.1.5 Construction Specifications, including Front End and technical documents, shall be prepared to be utilized by the Contractor selected through the open public bidding process. The OWNER shall prepare the Contracts.

1.1.6 The ENGINEER shall prepare a Level 1 Environmental Planning Document for submission to the New Jersey Department of Environmental Protection and New Jersey Infrastructure Bank for approval. Comments received from the Department will be addressed as needed. A construction cost estimate for the proposed work will be prepared and submitted to the Department for inclusion in the funding application submission along with all other requisite documentation in compliance with funding requirements.

1.1.7 This Agreement calls for a total of **696** man-hours to be provided for planning and design services.



## 1.2 Contract Administration and Resident Inspection

1.2.1 The ENGINEER shall furnish additional copies of plans, specifications, and contract documents, as required by prospective bidders, material suppliers, and other interested parties, but may charge said parties for actual cost of such additional copies. The OWNER shall advertise for receipt of bids and shall award the Contract based on the Engineer's recommendations. Upon award of the Contract, the ENGINEER will furnish the OWNER three sets of plans, specifications, and Contract Documents for execution; the cost of these sets being included in the basic compensation paid to the ENGINEER.

1.2.2 The ENGINEER will attend the bid opening and tabulate the bid proposals, make analysis of bids, and make recommendations for awarding contracts for construction.

1.2.3 The ENGINEER will coordinate and attend a preconstruction meeting, establish an agenda for the meeting, record the meeting minutes and distribute copies of the meeting minutes to all attendees.

1.2.4 The ENGINEER will check and approve any necessary shop and work drawings furnished by contractors.

1.2.5 The ENGINEER shall provide horizontal and vertical control for all structures in the form of benchmarks or reference points to be used by the contractor in staking the construction.

1.2.6 The ENGINEER shall endeavor, when performing the services set forth in this agreement, to observe as an experienced and qualified design professional, the progress and quality of the executed work of contractor(s) and to determine, in general, if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors. ENGINEER's efforts will be directed toward providing a greater degree of confidence for the OWNER that completed work of contractor will conform to the contract documents, but the ENGINEER shall not be responsible for the failure of the contractors to perform the work in accordance with the Contract Documents. During such visits and on the

basis of on-site observations, the ENGINEER shall keep the OWNER informed on the progress of the work, shall endeavor to guard the OWNER against defects and deficiencies in such work, and may disapprove or reject work failing to conform to the Contract Documents.

1.2.7 Whenever the ENGINEER considers it is necessary or advisable to ensure the proper carrying out of the intent of the Contract Documents, the ENGINEER shall notify the OWNER of any necessity to stop work or require special examinations or testing of the work (whether fabricated, installed, or completed), and if the OWNER so directs, the ENGINEER shall act as the OWNER's representative as to the same.

1.2.8 The ENGINEER will review requisitions submitted by contractors for progress and final payments. Based on his on-site observations as an experienced and qualified design professional, and on his review of contractor's periodic applications for payment and supporting data, the ENGINEER shall determine, as often as necessary, the amount owing to the contractor and certify, in writing, to the OWNER whether payment is due to the contractor in such amounts. Such certificates for payment shall constitute a representation to the OWNER, based on the ENGINEER's observations and review, that the work has progressed to the point indicated and that, to the best of his/her knowledge, information and belief, the quality of work is in accordance with the Contract Documents. By issuing certificate of payment, the ENGINEER shall not be deemed to represent that he has made any examination to ascertain how or for what purpose the contractor has used the monies paid or the amount of the contract sum.

1.2.9 The ENGINEER shall conduct, in company with the OWNER, a final inspection of the project for compliance with the design plans, Contract Documents, and all change orders approved by the OWNER, and shall certify, in writing, to the OWNER whether final payment is due to the contractor.

1.2.10 The ENGINEER shall supply sufficient resident inspector(s) on a full-time/part-time basis for each work phase of the project to perform field inspection of the construction work as outlined in the attached proposal. The ENGINEER will provide Resident Inspectors, as required, to adequately inspect the contractor's work effort and his compliance with the requirements of the specifications, including environmental and cultural resource protection.

1.2.11 The ENGINEER shall supply sufficient technical personnel to perform the

required office engineering services for contract administration.

1.2.12 This Agreement calls for a total of **1,332** man-hours to be provided for inspection and contract administration services.

1.2.13 One year from the completion of construction, the ENGINEER shall conduct an inspection of the project for compliance with the project performance standards, and shall certify, in writing, to the OWNER, whether the project is in compliance or corrective actions must be undertaken.

1.2.14 The ENGINEER will prepare a set of Record Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant. One set of reproducible (mylar) and one set of paper prints of the Record Drawings will be furnished to the OWNER.

1.2.15 The ENGINEER shall review and approve operation and maintenance data provided by the Contractor. Operation and maintenance instruction shall be reviewed for compliance with the project design intent. Supplementary operating instructions will be provided in addition to contractor furnished data to integrate systems with OWNERS existing operating facilities.

## **SECTION 2 – COMPENSATION FOR ENGINEERING SERVICES**

2.1.1 The ENGINEER shall submit invoices and vouchers for professional engineering services performed hereunder to the OWNER as follows:

Monthly vouchers shall be submitted indicating the amount of actual time expended by the ENGINEER on the project during the past one-month period.

2.1.2 The OWNER shall pay the ENGINEER the amount of each invoice and voucher within 45-days of the date of receipt of each invoice and voucher.

2.1.3 All professional services outlined in Section 1.1 herein, dealing with the construction portion of the work, will be compensated and billed monthly based hourly rates listed in the attached billing rate schedule. These values cannot be changed without a formal contract amendment as outlined in Section 5.1. Estimated budget for services covered under

this agreement is **\$395,000.00**. This includes \$190,000.00 for Planning and Design and \$205,000.00 for Construction Administration and Inspection. This estimated budget will not be exceeded without prior written approval of the OWNER.

2.1.4 The performance of contract work shall commence upon the signing of this Agreement and shall terminate ONE YEAR AFTER COMPLETION OF THE WORK.

### **SECTION 3 – OWNER’S RESPONSIBILITIES**

The OWNER shall:

3.1 Provide all criteria and full information as to its requirements on the project.

3.2 Assist the ENGINEER by placing at his disposal all available written data pertinent to the site of the project, include previous reports, and other data affecting the design and/or construction of the project to which the OWNER has access.

3.3 Furnish the ENGINEER with available data on property boundary, right-of-way, topographic and utility surveys, all of which the ENGINEER will rely on.

3.4 Guarantee access to property and make all provision for the ENGINEER and to public and private lands as required for the ENGINEER to perform the services under this Agreement.

3.5 Examine all sketches, opinions of the construction cost, and other documents presented by the ENGINEER to the OWNER and render, in writing, the OWNER’s decision pertaining thereto within a reasonable time from the date of the ENGINEER’s request so as not to delay the work of the ENGINEER. If any delays by the OWNER beyond a reasonable time do occur, the ENGINEER shall be granted a suitable extension of time for the completion of the work with the extent of the delay.

3.6 Hold all required meetings, serve all required public and private notices, and set properly upon all matters not the responsibility of the ENGINEER, but necessary to development of the project, and pay all costs incidental thereto.

3.7 Furnish the ENGINEER with a copy of any design or construction standards adopted by the OWNER which the ENGINEER shall be required to follow in the preparation of Contract Documents for the project.



3.8 Designate, in writing, the person to act as the OWNER's representative with respect to engineering services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define policies and decisions with the respect of the services covered by this Agreement.

3.9 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the work.

3.10 Furnish or instruct the ENGINEER to provide, at the OWNER's expense, necessary additional services as stipulated in sections of this Agreement, or as required for completion of the project and approved in writing by the OWNER.

#### **SECTION 4 – ADDITIONAL SERVICES AND PAYMENT THEREFORE**

If authorized in writing by the OWNER, the ENGINEER agrees to furnish or obtain from others additional services of the following types which shall be paid for by the OWNER as hereinafter provided.

4.1.1 Redesign required by the OWNER after preliminary or final plans have been prepared by the ENGINEER and approved by the OWNER, provided said redesign is not required as a result of any negligence on the part of the ENGINEER in the preparation of the design.

4.1.2 Revisions or changes to reports, applications, permits, property surveys, descriptions, etc., required by the OWNER after the ENGINEER has prepared them (it) in accordance with basic engineering services described in the engineering agreement between the OWNER and ENGINEER in the preparation of said reports, applications, permits, property surveys, property descriptions, etc.

4.1.3 Redesigns or revisions or changes required because of inadequate, insufficient surveys, property descriptions, etc., furnished by the ENGINEER or due to the refusal of regulatory agencies to approve said matters because they do not meet their currently applicable requirements, are not to be considered additional services within the intent of this section and will not be paid for by the OWNER.

4.1.4 Appearances before courts or boards on matters of litigation related to the project.

4.1.5 Preparation of any other reports, studies, or documents which require engineering services not otherwise provided for in this Agreement, including, without limitation, services to be furnished by the OWNER hereunder.

4.2 Payment for additional services specified in this section shall be negotiated at the time of request for the additional services.

**SECTION 5 – GENERAL**

5.1 This Agreement represents the entire agreement between the OWNER and ENGINEER. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

5.2 This Agreement and all of the covenants hereto shall inure to the benefit of assigns, and legal representatives, except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other party hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

OWNER:

TOWNSHIP OF LITTLE EGG HARBOR

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
DATE

ENGINEER:

T&M ASSOCIATES

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
DATE









YOUR GOALS. OUR MISSION.

December 2, 2024

VIA EMAIL AND REGULAR MAIL

Rodney Haines, Township Administrator/CFO  
Township of Little Egg Harbor  
665 Radio Road  
Little Egg Harbor, NJ 08087

Re: T&M File No. LEHTOH-16002  
Mystic Island Drainage Improvements Phase 3  
Township of Little Egg Harbor, Ocean County, NJ

Dear Mr. Haines:

T&M Associates is pleased to submit this scope and budget letter for final plan preparation, bidding assistance, and construction administration/observation services for the above referenced project. As you are aware, T&M previously submitted a letter of intent and planning documents for the project to NJIB in August 2023, and plans and specifications were prepared and submitted to NJIB in July 2024. We note that the project includes storm drainage improvements and roadway reconstruction. The construction is estimated to take 5 months to complete, which includes a 60-day trench settlement period.

Therefore, upon authorization from the Township, T&M is prepared to proceed with the following work:

**A. CONSTRUCTION PLAN REVIEW AND FINALIZATION**

T&M will review all construction, grading, and drainage plans and finalize for public bid. In addition, T&M shall complete field inspections to determine and note the exact location of new MUA water and sewer improvements. T&M shall review said water/sewer locations and determine any conflicts with proposed storm drainage improvements as part of the Township's project.

**B. BIDDING PHASE**

Upon finalization of plans and specifications, and receipt of NJDEP Authorization to Advertise, T&M will advertise the project on behalf of the Township of Little Egg Harbor and respond to questions that arise during the bidding phase from prospective bidders. T&M will prepare addenda, if necessary, to address contractor inquiries.

T&M will attend the bid opening with appropriate Township officials and will assist the Township in the bid review process including an evaluation of the contractor's bid submissions. As part of this effort, T&M will prepare a bid tabulation sheet comparing the various bids received, review the credentials of the low bidder and prepare a recommendation of award.

Award of the project by the Township must be made subject to DEP approval. T&M will assemble the necessary documents after the project award and forward a package to the DEP to secure their Authorization to Award.



December 2, 2024  
Sheet 2

Le: Rodney Haines, Township Administrator/CFO  
Township of Little Egg Harbor  
Re: Mystic Island Drainage Improvements Phase 3  
Township of Little Egg Harbor, Ocean County, NJ

**C. CONSTRUCTION PHASE ENGINEERING SERVICES**

1. Prepare construction contracts for execution by the contractor and the Township and review the contract package including performance bond and insurance certificate.
2. Attend the pre-construction meetings, which will include the contractor, Township representatives, NJDEP representatives, the Police Department and affected utility owners. T&M will prepare minutes of the meeting.
3. Review, for general conformance with the contract documents, shop drawings for the project including schedule, storm pipe and structures, mix designs, and other specific items of work.
4. Provide an inspector to conduct construction observation services during the construction to determine general conformance to the contract plans and specifications. This proposal assumes a 4 - 5 month construction period (960 hours) for installation of the storm drainage and roadway reconstruction, and approximately two (2) weeks at the completion of construction wherein closeout punch list work will be accomplished.
5. Prepare job reports indicating weather, equipment, personnel and work accomplished on the project.
6. Conduct periodic job meetings and NJDEP meetings with representatives of the contractor and utility companies, as determined by T&M, to review progress, performance and to address any questions or problems that may arise. Township representatives will be invited to attend these meetings. We will generate and distribute meeting minutes.
7. Review contractor's monthly estimates of work performance and invoices submitted for payment and make recommendations to the Township for payment. Prepare monthly estimates of payment to the contractor.
8. Review and issue written recommendation to the Township following receipt of a written claim or dispute from contractor.
9. Perform final inspection. Prepare and administer corrective action lists and prepare final closeout documents, including final payment certificate and change order. Included under this task is a final walkthrough with Township representatives and the NJDEP in accordance with EIT requirements.
10. T&M will prepare record drawings of the completed storm sewer construction based on information provided to us from the contractor awarded the project. CAD drawing files will be required to be provided for this task.
11. Provide services and conduct walkthrough with NJDEP for one-year project certification.



December 2, 2024  
Sheet 3

Le: Rodney Haines, Township Administrator/CFO  
Township of Little Egg Harbor  
Re: Mystic Island Drainage Improvements Phase 3  
Township of Little Egg Harbor, Ocean County, NJ

**PROJECT FEE AND SCHEDULE**

T&M is prepared to commence the services outlined above upon authorization from the Township.


A breakdown of the proposed costs for the various engineering services identified above is as follows:

|   |                     |
|---|---------------------|
| A. Final Plan Preparation   | \$10,000.00         |
| B. Bidding Assistance   | \$5,000.00          |
| C. Construction Phase Engineering (Inspection and Administration) | <u>\$190,000.00</u> |
| TOTAL NOT TO EXCEED ENGINEERING FEE                               | \$205,000.00        |

We further estimate that this construction contract will be for 5 months. Our estimated fee is based upon a responsible and responsive contractor completing the work in a timely manner. Our current estimate for construction of improvements including storm drainage and roadway paving is \$2,950,000.00.

Engineering fees will be billed monthly based on time expended, utilizing our current billing rate schedule with the Township. We thank the Township for this opportunity and look forward to working with the Township on this project.

Very truly yours,  
T&M ASSOCIATES



JASON A. WORTH, P.E., P.P., CME  
TOWNSHIP ENGINEER

JAW:ls