

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 1 day of January, 2020;

BETWEEN: **TOWNSHIP OF JACKSON**, a municipal corporation of the State of New Jersey, having its principal offices located at 95 West Veterans Highway, Jackson, New Jersey, 08527 (hereinafter referred to as "Township")

AND: **JULIO VEGA, JR., P.E., CME**, of T&M Associates, having their principal offices located at 1144 Hooper Avenue, Suite 202, Toms River, New Jersey, 08753 (hereinafter referred to as "Township Engineer").

WITNESSETH:

WHEREAS, there exists a need for services as Engineer for the Township of Jackson; and

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for professional legal services.

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

1. That Julio Vega, Jr., P.E., CME, of T&M Associates, is hereby appointed and designated as Engineer for the Township of Jackson for a term of one year commencing on January 1, 2020, and ending December 31, 2020.

2. The Township Engineer shall be compensated for services rendered to the Township in accordance with the attached Schedule A. The total amount charged by the Township Engineer shall not exceed the amount appropriated in the municipal budget for the year 2020, as amended and supplemented.

3. The Township Engineer shall perform all normal services as determined and authorized by the Mayor or other authorized official of the Township, in accordance with the terms of this Agreement.

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

4. That any other extraordinary services as determined and authorized by the Township Council and which could not be anticipated at the time of this Agreement, shall be charged at the rates stated and shall not exceed the amount appropriated for said purposes by the Township Council.

5. 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 Public 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).

6. 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.

7. The Township Engineer shall execute the Affirmative action Agreement, Exhibit A, attached hereto, which shall be incorporated herein by reference.

8. The Township 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.

9. The Township Engineer shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Township Attorney.

Before final payment on the contract is made by the Township, the Township Engineer shall submit an accurate list and proof of business registration of each subcontractor

or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Township Engineer and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

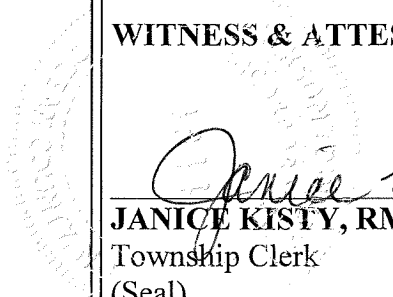
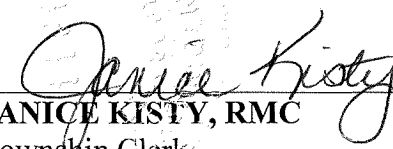
A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

10. The Township and the Township 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 date and year first above written.

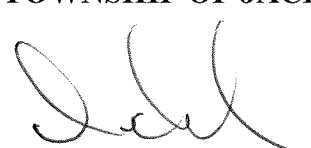
WITNESS & ATTEST:

TOWNSHIP OF JACKSON

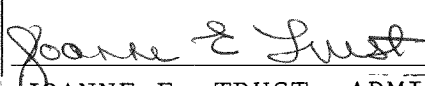



JANICE KISTY, RMC
Township Clerk
(Seal)

By



MICHAEL REINA, Mayor



JOANNE E. TRUST, ADMIN.

By



MICHAEL R. REGAN, SR. V.P.
T&M Associates

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

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**RESOLUTION OF THE TOWNSHIP OF JACKSON
JACKSON, NEW JERSEY**

RESOLUTION NUMBER: 013R-20

DATE OF ADOPTION: 1/2/20

TITLE: CONSENT TO THE APPOINTMENT OF TOWNSHIP ENGINEER, JULIO VEGA, JR., P.E., CME, OF THE FIRM T & M ASSOCIATES FOR CY 2020

Council Member Bressi presents the following resolution.

Seconded by Sauickie.

1 of 2

WHEREAS, there exists a need for engineering services as Township Engineer of the Township of Jackson; and

WHEREAS, the Township issued a solicitation of professional services contracts in accordance with a fair and open process adopted by the Township of Jackson in accordance with Ch. 9, P.L. 2004; and

WHEREAS, said solicitation of professional services contracts satisfies the requirements of a fair and open process under N.J.S.A. 19:44A:20.5; and

WHEREAS, a determination of value has been made by the Township that said contract shall be a value in excess of \$17,500; and

WHEREAS, all proposals were to be submitted to the Office of the Township Clerk by December 4, 2019; and

WHEREAS, after reviewing the proposals submitted, the Mayor, with the advice and consent of the Township Council, desires to appoint Julio Vega, Jr., P.E., CME, of the firm T & M Associates as Township Engineer; and

WHEREAS, the maximum amount of the contract to be awarded under this resolution is as set forth in the 2020 municipal budget for engineering services; and

DATED: 1/2/20

Janice Kisty
JANICE KISTY, R.M.C.
TOWNSHIP CLERK

RECORD OF VOTE					
TOWNSHIP COUNCIL	Kenneth Bressi	Barry Calogero	Martin Flemming	Andrew Kern	Alexander Sauickie
YES	✓	✓	✓	✓	✓
NO					
ABSTAIN					
ABSENT					

I, Janice Kisty, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Council on the _____ day of _____ 2020.

WHEREAS, the amount of the contract to be awarded under this resolution is determined to be \$125,000.00, 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 for 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 Jackson is under no obligation to spend and which may be exceeded; and

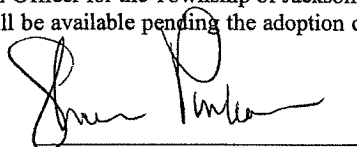
WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, requires that the resolution and contract be made available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Jackson, County of Ocean, State of New Jersey, as follows:

1. That Julio Vega, Jr., P.E., CME, of the firm T & M Associates is hereby appointed Township Engineer commencing January 1, 2020 and ending December 31, 2020, and shall perform all engineering services under the contract authorized herein.
2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to an agreement with Julio Vega, Jr., P.E., CME, of the firm T & M Associates.
3. That this contract is awarded as a Professional Service in accordance with N.J.S.A. 40A:11-5(1)(a)(I) of the Local Public Contracts Law because it is for services to be performed by person(s) authorized by law to practice a recognized profession.
4. That a notice of this action shall be printed once in the official newspaper of the Township of Jackson.
5. That this resolution shall take effect immediately.
6. That a certified copy of this resolution shall be provided by the Township Clerk to the Chief Financial Officer and Julio Vega, Jr., P.E., CME, of the firm T & M Associates.

CERTIFICATE OF AVAILABILITY OF FUNDS

I, Sharon Pinkava, Chief Financial Officer for the Township of Jackson, do hereby certify that adequate funding for this contract will be available pending the adoption of the 2020 Municipal Operating Budget



Sharon Pinkava
Chief Financial Officer,
Jackson Township

SECTION FOUR / COST PROPOSAL

013 R-20

2020 Schedule of Hourly Billing Rates	
Billing Title	Billing Rate/Hour
Intern Administrative Support Staff	\$87.00
Junior Field Staff	\$112.00
Junior Technical Staff	\$141.00
Technical Staff Field Staff	\$141.00
Junior Professional Staff Senior Technical + Field Staff	\$141.00
Professional Staff Supervising Technical Staff	\$148.00
Senior Professional Staff	\$158.00
Group Manager Department Manager Corporate Manager	\$169.00
Billing Basis: Fixed 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.

JCKN 2020

SCHEDULE OF MISCELLANEOUS CHARGES

Effective: January 1, 2020

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 Invoice Cost
- Other Charges
 - Mileage Commensurate with IRS Guidelines
 - Travel and Subsistence Invoice Cost
 - Field Vehicles \$105/Day

