

**RESOLUTION OF CONSENT TO THE APPOINTMENT OF THE FIRM
T & M ASSOCIATES AS TOWNSHIP ENGINEER, FOR CY 2024**

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, all proposals were to be submitted to the Office of the Township Clerk by November 17, 2023; and

WHEREAS, after reviewing the proposals submitted, the Mayor, with the advice and consent of the Township Council, desires to appoint the firm T & M Associates as Township Engineer; and

T&M Associates: 1144 Hooper Ave, Suite 202, Toms River, NJ, 08753

WHEREAS, the maximum amount of the contract to be awarded under this resolution is as set forth in the 2024 municipal budget for engineering services; and

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

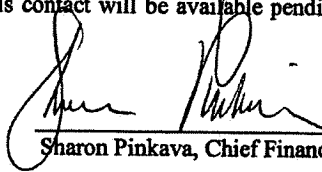
WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that the resolution and contract be made available for public inspection.

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

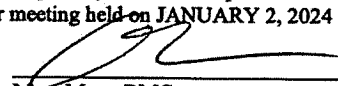
1. The firm T & M Associates is hereby appointed Township Engineer commencing January 1, 2024 and ending December 31, 2024, and shall perform all engineering services under the contract authorized herein.
2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to an agreement with 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 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 contact will be available pending the adoption of the 2024 Municipal Operating Budget


Sharon Pinkava, Chief Financial Officer

I hereby certify the foregoing to be true copy of a Resolution adopted by the Township Council of the Township of Jackson, Ocean County, New Jersey at their regular meeting held on JANUARY 2, 2024


Mary Moss, RMC
Municipal Clerk

Township Council	Motion	Seconded	Ayes	Nays	Abstain	Abrent
Councilman Borrelli			X			
Councilman Burnstein	X		X			
Councilman Chisholm			X			
Council Vice President Sargent		X	X			
Council President Kuhn			X			

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 24 day of January, 2024;

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: **T&M ASSOCIATES**, having their principal offices located at 1144 Hooper Avenue, Suite 202, Toms River, New Jersey, 08753 (hereinafter referred to as "Contractor").

W I T N E S S E T H :

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

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

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

1. That T&M Associates is hereby appointed and designated as Township Engineer for the Township of Jackson for a one-year term, commencing on January 1, 2024, and ending December 31, 2024.

2. The Contractor shall be compensated for services rendered to the Township in accordance with the attached Schedule A. The total amount charged by the Contractor shall not exceed the amount appropriated in the municipal budget for the year 2024, as amended and supplemented.

3. The Contractor shall perform all normal legal 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
McGUICKIN, ULAKY &
CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
FORKED RIVER, N.J. 08731

4. That any other extraordinary legal 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 Contractor shall execute an Affirmative action Statement, which shall be incorporated herein by reference.

8. The Contractor shall submit a copy of the Certificate of employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to execution of this Agreement.

9. The Contractor 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 Contractor 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 Contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property 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 Contractor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

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

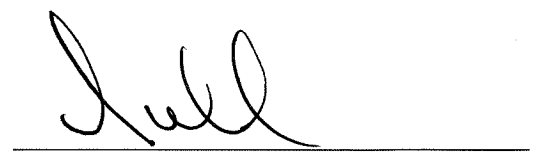
WITNESS & ATTEST:



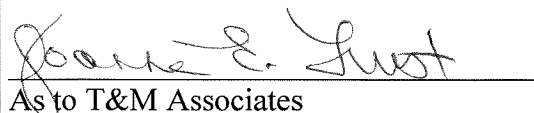
MARY MOSS, RMC
Township Clerk
(Seal)

By

TOWNSHIP OF JACKSON

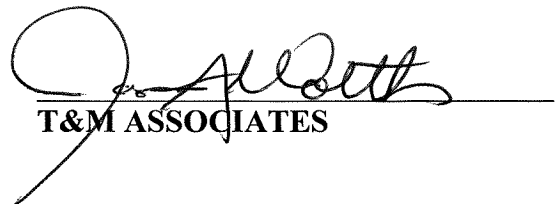


MICHAEL REINA, Mayor



As to T&M Associates

By



T&M ASSOCIATES

**DASTI, MURPHY
McGUICKIN, ULAKY &
CONNORS**

COUNSELLORS AT LAW

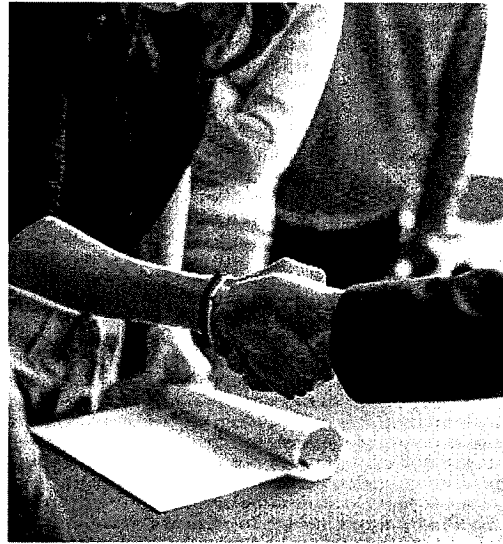
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SCHEDULE “A”

2024 SCHEDULE OF HOURLY RATES

Billing Title	Billing Rate/Hour
Administrative Support Staff	\$95.00
Intern	\$100.00
Junior Field Staff	\$130.00
Junior Technical Staff	\$145.00
Field Staff	\$154.00
Technical Staff	\$156.00
Junior Professional Staff	\$158.00
Senior Technical + Field Staff	\$160.00
Professional Staff	\$165.00
Supervising Technical Staff	\$167.00
Senior Professional Staff	\$173.00
Manager	\$180.00
Billing Basis: Fixed Rate for Each Billing Title	

2024 JCKN



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.

2024 SCHEDULE OF MISCELLANEOUS CHARGES

Effective: July 1, 2022

Contracted Services

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

Direct Expenses

■ Disbursements to agencies, vendors and suppliers

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

■ Other Charges

Mileage \$0.62/mile or applicable federal rate as adopted by T&M

Travel and Subsistence Invoice Cost

Field Vehicles \$105/day



TOWNSHIP OF JACKSON
2024 MUNICIPAL ENGINEER