

RESOLUTION NO. 2022-230

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG
HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY,
AWARDING A CONTRACT FOR RECREATION
IMPROVEMENTS AT THE COMMUNITY CENTER TO
SHORE TOP CONSTRUCTION CORPORATION**

WHEREAS, the Township of Little Egg Harbor duly advertised for the receipt of bids for Recreation Improvements at the Community Center; and

WHEREAS, in response to the invitation to bidders, two (2) bids were received on September 27, 2022; and

WHEREAS, the bids have been reviewed by the Township Attorney and the Township Engineer and it has been determined that Shore Top Construction Corporation submitted the lowest responsible and responsive bid in accordance with the bid specifications, said bid being \$353,670.80 Base Bid, Alternate Bid A for \$20,772.00, Alternate Bid B for \$21,472.00, Alternate Bid C for \$24,800.00 for a total of \$420,714.80; and

WHEREAS, the Township Engineer has recommended the award of the Base Bid, Alternate Bid A, and Alternate Bid C to Shore Top Construction Corporation for a total of \$399,242.80; and

WHEREAS, it is the desire of the governing body to award a contract for the Recreation Improvements at the Community Center to Shore Top Construction Corporation.

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 the governing body does hereby award a contract to Shore Top Construction Corporation, the lowest responsible and responsive bidder, for the Recreation

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

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
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Improvements at the Community Center at \$353,670.80 Base Bid, Alternate Bid A for \$20,772.00, and Alternate Bid C for \$24,800.00 for a total of \$399,242.80.

2. That the Mayor and the Township Clerk are hereby authorized to execute a contract with Shore Top Construction Corporation, in accordance with the bid submitted by Shore Top Construction Corporation.

3. That the governing body specifically approves the bid specifications, designs and plans prepared in connection with the construction of the Recreation Improvements at the Community Center.

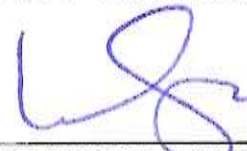
4. That a Certificate of Availability of Funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract: _____

AMERICAN RESERVE FUNDS

5. That a certified copy of this resolution, together with a copy of the contract between the parties, shall be forwarded to the Chief Financial Officer, the Township Engineer and Shore Top Construction Corporation.

CERTIFICATION

I, **KELLY LETTERA, 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 4th day of **October, 2022**.



KELLY LETTERA, RMC
Township Clerk
Township of Little Egg Harbor

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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 a contract with Shore Top Construction Corporation for the Recreation Improvements at the Community Center in the amount of \$399,242.80.

The funds which are available for this contract are found in the following line item appropriations or ordinances: _____

_____ AMERICAN RESCUE FUNDS _____



RODNEY HAINES, Chief Financial Officer
Township of Little Egg Harbor

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

98 East Water Street
Toms River, NJ 08753

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AGREEMENT

THIS AGREEMENT made this 7 day of October, 2022.

by and between the **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 **SHORE TOP CONSTRUCTION CORPORATION**, having its principal offices located at 23 Yellowbrook Road, Freehold, NJ 07728, hereinafter referred to as "Contractor."

W I T N E S S E T H:

That and for and in consideration of the sum of **THREE HUNDRED NINETY-NINE THOUSAND TWO HUNDRED FORTY-TWO AND 80/100 (\$399,242.80) DOLLARS**, which sum includes \$353,670.80 Base Bid, Alternate Bid A for \$20,772.00, and Alternate Bid C for \$24,800.00, Contractor agrees to provide construction services for the Recreation Improvements at the Community Center, in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Township, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will perform the construction services aforesaid in accordance with the contract documents and in compliance with this agreement.

The Contractor agrees to receive as full compensation the amount stated herein, namely, \$353,670.80 Base Bid, Alternate Bid A for \$20,772.00, and Alternate Bid C for \$24,800.00 for a total of \$399,242.80 for the construction services provided to the Township. The Contractor shall be responsible for all loss or damage arising out of providing the construction services aforesaid or from any action of the elements; or from any unforeseen

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obstruction or difficulties which may be encountered of every description connected with providing the construction services aforesaid until the same have been accepted by the Township.

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

The contract documents shall consist of the following:

1. Project Specifications;
2. Contractor's Proposal (as accepted);
3. Contract Agreement;
4. All Addenda.

The parties to this agreement agree to submit all contractual disputes to non-binding mediation as an alternate dispute resolution in accordance with the provisions of P.L. 1997, c. 371. In the event the dispute is not resolved by the non-binding mediation within sixty (60) days, or such time as the parties may agree, either party can seek judicial relief.

The parties to this agreement agree to incorporate into this agreement 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 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.5(c) of said Regulations.

The parties to this agreement further agree to incorporate into this agreement the mandatory language of subsection 3.7(a) of the Regulations promulgated by the Treasurer

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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 3.7.

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

The Contractor shall submit a properly completed Affirmative Action Form AA-201 (Initial Project Workforce Report – Construction) prior to execution of this agreement. The Contractor agrees thereafter to submit once a month, prior to the receipt of any monthly payment, Affirmative Action Form AA-202 (Monthly Project Workforce Report).

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the Township, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, 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 c. or f. of Section 92 P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information

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under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.


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

The Township and the Contractor for themselves, their heirs, exccutors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESS AND ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR




KELLY LETTERA, RMC
Township Clerk
(Seal)


By 

JOHN KEHM Mayor

SHORE TOP CONSTRUCTION CORP.



Maci Bradley
Secretary
(Seal)

By  Type text here

Michael Smit, President President

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| YOUR GOALS. OUR MISSION.

September 27, 2022

VIA EMAIL AND REGULAR MAIL

Mayor and Committee
Township of Little Egg Harbor
665 Radio Road
Little Egg Harbor, NJ 08087
Attn: Rodney Haines, Township Administrator/CFO

Re: T&M File No. LEHT-01915
Recommendation of Award
Recreation Improvements at the Community Center
Township of Little Egg Harbor, Ocean County, New Jersey

Dear Mr. Haines:

As you are aware on Tuesday September 27, 2022, at 9:30 AM, we received bids for the above referenced project. Two (2) bids were received as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alt Bid 'A'</u>	<u>Alt Bid 'B'</u>	<u>Alt Bid 'C'</u>
1. Shore Top Construction Freehold, NJ	\$353,670.80	\$20,772.00	\$21,472.00	\$24,800.00
2. American Athletic Courts Vincentown, NJ	\$512,472.00	\$70,841.25	\$44,896.00	\$39,060.00

I have enclosed herewith a complete Summary of Bids for the Committee's review. We note that the base bid portion of the project includes the construction of two basketball courts, two pickleball courts, and an asphalt skate park pad at the Community Center. The alternate bids include:

- Alternate Bid "A" - Parking Lot improvements including crack repair, sealcoating, and re-striping
- Alternate Bid 'B' - An acoustic windscreen for the pickleball courts
- Alternate Bid 'C' - Perimeter curbing for the pickleball courts and skate park pad.

Our Engineer's Estimate of Costs on the project totaled \$465,000.00 for the base bid and \$560,000.00 for the base bid and all alternates. We have reviewed the bids submitted and find that the bids are in substantial compliance with the terms of the Contract Documents, pending attorney review.

Based upon all of the above, we hereby recommend award of the base bid, alternate bid 'A', and alternate bid 'C' to the lowest responsible bidder, Shore Top Construction of Freehold, New Jersey in the amount of \$399,242.80. I would advise the Committee that we have worked with Shore Top Construction in the past. We have reviewed their references and credentials and have confirmed their work has been generally satisfactory.



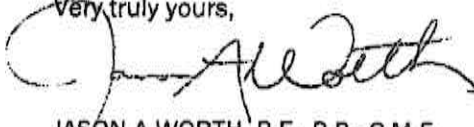
September 27, 2022
Sheet 2

Le: Rodney Haines, Township Administrator/CFO
Township of Little Egg Harbor
Re: T&M File No. LEHT-01915
Recommendation of Award
Recreation Improvements at the Community Center
Township of Little Egg Harbor, Ocean County, New Jersey

By copy of this letter, we are requesting the Township Attorney prepare the necessary Resolution of Award. Once the project is awarded, kindly send four (4) copies of the signed and sealed Resolution of Award to our office so that we can include it within the Contract Documents and have all Contracts executed by the successful low bidder.

Should any member of the Township Committee have any questions relative to this matter, please feel free to contact me at your convenience.

Very truly yours,



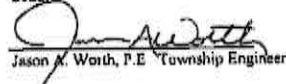
JASON A WORTH, P.E., P.P., C.M.E.
TOWNSHIP ENGINEER

JAW:ls
Enclosure

cc: Kelly Lettera, Township Clerk, (via email)
Melanie Appleby, Township Attorney (via email)

BID TALLY SHEET				BIDDER NO. 1		BIDDER NO. 2	
DATE 9/27/2022				Shore Top Construction Corp. 23 Yellowbrook Road Freehold, NJ 07728 732-835-2600		American Athletic Track & Turf 2050 Route 206 Vincentown, NJ 08088 732-993-6922	
Recreation Improvements at the Community Center LEHT-01915 Township of Little Egg Harbor Ocean County, NJ							
ITEM NO.	DESCRIPTION	APPROX.		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
		QTY	UNIT				
BASE BID 'A'							
1	MOBILIZATION	1	L.S.	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00
2	SOIL EROSION AND SEDIMENT CONTROL	1	L.S.	\$2,000.00	\$2,000.00	\$20,000.00	\$20,000.00
3	SITE WORK	1	L.S.	\$75,000.00	\$75,000.00	\$50,000.00	\$50,000.00
4	EXCAVATION, TEST PIT	3	UNIT	\$10.00	\$30.00	\$175.00	\$525.00
5	EXCAVATION, UNCLASSIFIED	740	C.Y.	\$3.00	\$2,220.00	\$40.00	\$29,600.00
6	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	2,442	S.Y.	\$9.00	\$21,978.00	\$17.00	\$41,514.00
7	WOVEN STABILIZATION FABRIC	2,442	S.Y.	\$2.00	\$4,884.00	\$3.00	\$7,326.00
8	TACK COAT 64-22	370	GAL	\$1.00	\$370.00	\$4.00	\$1,480.00
9	HOT MIX ASPHALT 19M64 BASE COURSE, 2.5" THICK	390	TONS	\$140.00	\$54,600.00	\$175.00	\$68,250.00
10	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 1.5" THICK	235	TONS	\$150.00	\$35,250.00	\$200.00	\$47,000.00
11	6" HDPE PIPE	174	L.F.	\$35.00	\$6,090.00	\$70.00	\$12,180.00
12	RECONSTRUCT INLET, TYPE 'A'	1	UNIT	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
13	18" NYLOPLAST DRAIN BASIN	3	UNIT	\$1,000.00	\$3,000.00	\$2,800.00	\$8,400.00
14	CHAIN-LINK FENCE, 8' HIGH (SKATE PARK)	376	L.F.	\$90.00	\$33,840.00	\$75.00	\$28,200.00
15	CHAIN-LINK FENCE, 8' HIGH (PICKLEBALL)	244	L.F.	\$90.00	\$21,960.00	\$75.00	\$18,300.00
16	CHAIN LINK GATE, 8' HIGH, 4' WIDE (SINGLE SWING)	3	UNIT	\$600.00	\$1,800.00	\$400.00	\$1,200.00
17	CHAIN LINK GATE, 8' HIGH, 12' WIDE (DOUBLE SWING)	1	UNIT	\$900.00	\$900.00	\$1,800.00	\$1,800.00
18	CONCRETE SIDEWALK, 4" THICK	126	S.Y.	\$80.00	\$10,080.00	\$125.00	\$15,750.00
19	DETECTABLE WARNING SURFACE	8	S.F.	\$1.60	\$12.80	\$150.00	\$1,200.00
20	BASKETBALL COURT COLOR COATING & STRIPING	1,120	S.Y.	\$16.00	\$17,920.00	\$23.00	\$25,760.00
21	PICKLEBALL COURT COLOR COATING STRIPING	400	S.Y.	\$16.00	\$6,400.00	\$29.00	\$11,600.00
22	PICKLEBALL COURT NETS & POSTS	2	UNIT	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00
23	BASKETBALL STANDARD, 6' OVERHANG (PAIR)	2	UNIT	\$7,000.00	\$14,000.00	\$17,500.00	\$35,000.00
24	PICKLEBALL WINDSCREEN, 8' HIGH	1,952	S.F.	\$3.00	\$5,856.00	\$1.00	\$1,952.00
25	BENCHES, 6' LONG	4	UNIT	\$2,000.00	\$8,000.00	\$3,100.00	\$12,400.00
26	DECORATIVE RIVER STONE, 3" THICK	105	S.Y.	\$20.00	\$2,100.00	\$81.00	\$8,505.00
27	PERMEABLE WEED BARRIER	105	S.Y.	\$30.00	\$3,150.00	\$20.00	\$2,100.00
28	TOPSOILING, 4" THICK	4,115	S.Y.	\$1.00	\$4,115.00	\$3.00	\$12,345.00
29	FERTILIZING & SEEDING, TYPE 'G'	4,115	S.Y.	\$0.50	\$2,057.50	\$2.00	\$8,230.00
30	STRAW MULCH	4,115	S.Y.	\$0.50	\$2,057.50	\$1.00	\$4,115.00
TOTAL BASE BID				\$343,670.00		\$512,472.00	
ALTERNATE BID 'A' - PARKING LOT							
A.1	HMA MILLING, MORE THAN 3" TO 6"	375	S.Y.	\$6.00	\$2,250.00	\$18.00	\$6,750.00
A.2	TACK COAT 64-22	45	GAL	\$1.00	\$45.00	\$10.00	\$450.00
A.3	HMA 19M64, BASE COURSE, 2.5" THICK	60	TON	\$1.40	\$84.00	\$180.00	\$10,800.00
A.4	HMA 9.5M64 SURFACE COURSE, 1.5" THICK	36	TON	\$1.50	\$54.00	\$250.00	\$9,000.00
A.5	HMA CRACK REPAIR	1	L.S.	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00
A.6	HMA SEAL COATING	5,475	S.Y.	\$1.00	\$5,475.00	\$3.25	\$17,793.75
A.7	TRAFFIC STRIPING, THERMOPLASTIC, 4" WIDE (WHITE)	1,600	L.F.	\$1.50	\$2,400.00	\$2.00	\$3,200.00
A.8	TRAFFIC STRIPING, THERMOPLASTIC, 4" WIDE (YELLOW)	1,675	L.F.	\$1.50	\$2,512.50	\$2.00	\$3,350.00
A.9	TRAFFIC STRIPING, THERMOPLASTIC, 4" WIDE (BLUE)	205	L.F.	\$1.50	\$307.50	\$3.50	\$717.50
A.10	TRAFFIC STRIPING, THERMOPLASTIC, HRIIPAD, 12" WIDE (WHITE)	240	L.F.	\$1.00	\$240.00	\$9.00	\$2,160.00
A.11	TRAFFIC STRIPING, THERMOPLASTIC, STOP BAR, 24" WIDE (WHITE)	32	S.F.	\$72.00	\$2,304.00	\$10.00	\$320.00
A.12	TRAFFIC ARROW STRIPING, THERMOPLASTIC (WHITE)	8	UNIT	\$100.00	\$800.00	\$175.00	\$1,400.00
A.13	HANDICAP PARKING SPACE MARKING (BLUE)	4	UNIT	\$200.00	\$800.00	\$130.00	\$520.00
TOTAL ALTERNATE 'A'				\$20,772.00		\$70,841.25	
ALTERNATE BID 'B' - ACOUSTIC WINDSCREEN							
B.1	ACOUSTIC WINDSCREEN, 8' HIGH	1,952	S.F.	\$14.00	\$27,328.00	\$24.00	\$46,848.00
B.2	PICKLEBALL WINDSCREEN - DEDUCT ITEM #24	(1,952)	S.F.	\$3.00	(\$5,856.00)	\$1.00	(\$1,952.00)
TOTAL ALTERNATE 'B'				\$21,472.00		\$44,896.00	
ALTERNATE BID 'C' - ACOUSTIC WINDSCREEN							
C.1	12" X 18" FLUSH PERIMETER CURB (SKATE PARK)	376	L.F.	\$40.00	\$15,040.00	\$61.00	\$22,984.00
C.2	12" X 18" FLUSH PERIMETER CURB (PICKLEBALL)	244	L.F.	\$40.00	\$9,760.00	\$61.00	\$15,372.00
TOTAL ALTERNATE 'C'				\$24,800.00		\$38,356.00	

I hereby certify that this is a true copy of bids received on September 27, 2022.


Jason A. Worth, P.E. Township Engineer