

**RESOLUTION NO. 2022-223**

**RESOLUTION OF THE TOWNSHIP OF LITTLE  
EGG HARBOR, COUNTY OF OCEAN, STATE OF  
NEW JERSEY, AWARDING A CONTRACT FOR  
2022 DRAINAGE IMPROVEMENT PROJECT TO  
WEST BAY CONSTRUCTION, INC.**

**WHEREAS**, the Township of Little Egg Harbor duly advertised for the receipt of bids for 2022 Drainage Improvement Project; and

**WHEREAS**, in response to the invitation to bidders, five (5) bids were received on September 2, 2022; and

**WHEREAS**, the bid has been reviewed by the Township Engineer and the Township Attorney, and it has been determined that West Bay Construction, Inc., submitted the lowest responsible bid in accordance with the bid specifications, said bid being \$386,947.75; and

**WHEREAS**, it is the desire of the governing body to award a contract for 2022 Drainage Improvement Project to West Bay Construction, Inc. in the amount of \$386,947.75.

**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 for 2022 Drainage Improvement Project to West Bay Construction, Inc. in the amount of \$386,947.75.
2. That the Mayor and the Township Clerk are hereby authorized to execute a contract with West Bay Construction, Inc., in accordance with the bid submitted by West Bay Construction, Inc. for the 2022 Drainage Improvement Project.
3. 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

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

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

which constitute the availability of funds for this contract:

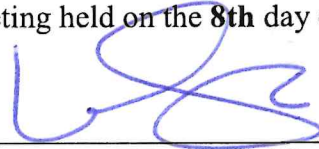
AMERICAN RESCUE FUNDS

G-02-41-728-103

4. 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, Township Engineer and West Bay Construction, Inc.

**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 **8th** day of **September, 2022**.



**KELLY LETTERA, RMC**  
Township Clerk  
Little Egg Harbor Township

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

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**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, **RODNEY R. HAINES**, Chief Financial Officer for the Township of Little Egg Harbor, do hereby certify that adequate funds are available for a contract with West Bay Construction, Inc. for 2022 Drainage Improvement Project in the amount of \$386,947.75.

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

AMERICAN RESCUE FUNDS

G-02-41-728-103



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

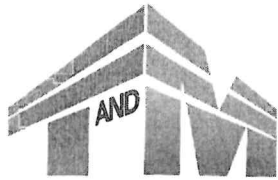
MSA

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

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**o:** 732.363.0777  
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| YOUR GOALS. OUR MISSION.

September 2, 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-01911  
Recommendation of Award  
2022 Drainage Improvement Project  
Township of Little Egg Harbor, Ocean County, New Jersey

Dear Mr. Haines:

As you are aware on Friday September 2, 2022, at 9:30 AM, we received bids for the above referenced project. Five (5) bids were received as follows:

| <u>Contractor</u>                                    | <u>Base Bid</u> |
|------------------------------------------------------|-----------------|
| 1. West Bay Construction Inc.<br>Absecon, NJ         | \$386,947.75    |
| 2. C.J. Hesse Inc.<br>Belford, NJ                    | \$414,019.62    |
| 3. Crest Construction Group<br>Little Egg Harbor, NJ | \$420,345.40    |
| 4. Earle Asphalt Co.<br>Farmingdale, NJ              | \$455,813.13    |
| 5. Mathis Construction<br>Little Egg Harbor, NJ      | \$647,588.40    |

I have enclosed herewith a complete Summary of Bids for the Committee's review. We note that the project includes drainage and roadway improvements on Spruce Drive, South Boom Way, and Overlook Drive. Our Engineer's Estimate of Costs on the project totaled \$429,900.00 for the base bid. 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 to the lowest responsible bidder, West Bay Construction of Absecon, New Jersey in the base bid of \$386,947.75. I would advise the Committee that we have worked with West Bay Construction in the past. We have reviewed their references and credentials and have confirmed their work has been generally satisfactory.

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.



September 2, 2022  
Sheet 2

Le: Rodney Haines, Township Administrator/CFO  
Township of Little Egg Harbor  
Re: T&M File No. LEHT-01911  
Recommendation of Award  
2022 Drainage Improvement Project  
Township of Little Egg Harbor, Ocean County, New Jersey

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,

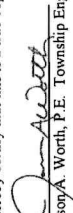
JASON A WORTH, P.E., P.P., C.M.E.  
TOWNSHIP ENGINEER

JAW:ls  
Enclosure

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

| BID TALLY SHEET<br>DATE 9/2/2022<br>2022 Drainage Improvement Project<br>LEHT-01911<br>Township of Little Egg Harbor<br>Ocean County, NJ |                                             |         |         | BIDDER NO. 1<br>West Bay Construction Inc.<br>133 Pleasant Avenue<br>Absecon, NJ 08201<br>609-380-7065 |                | BIDDER NO. 2<br>C J Hesse Inc<br>P.O. Box 207<br>Belford, NJ 07718<br>732-291-8100 |                | BIDDER NO. 3<br>Crest Construction Group, LLC<br>880 Route 9<br>Little Egg Harbor, NJ 08087<br>609-698-2122 |                | BIDDER NO. 4<br>Earle Asphalt Company<br>P.O. Drawer 556<br>Farmingdale, NJ 07727<br>732-308-1113 |                | BIDDER NO. 5<br>Mount Construction Co., Inc.<br>P.O. Box 619<br>Berlin, NJ 08009<br>732-995-6922 |                |
|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------|---------|--------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------------|----------------|-------------------------------------------------------------------------------------------------------------|----------------|---------------------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------------------------------|----------------|
| ITEM NO.                                                                                                                                 | DESCRIPTION                                 | APPROX. |         | UNIT PRICE                                                                                             | EXTENDED PRICE | UNIT PRICE                                                                         | EXTENDED PRICE | UNIT PRICE                                                                                                  | EXTENDED PRICE | UNIT PRICE                                                                                        | EXTENDED PRICE | UNIT PRICE                                                                                       | EXTENDED PRICE |
|                                                                                                                                          |                                             | QTY     | UNIT    |                                                                                                        |                |                                                                                    |                |                                                                                                             |                |                                                                                                   |                |                                                                                                  |                |
| BASE BID                                                                                                                                 |                                             |         |         |                                                                                                        |                |                                                                                    |                |                                                                                                             |                |                                                                                                   |                |                                                                                                  |                |
| 1                                                                                                                                        | INLET FILTER, TYPE 2, 4"x4"                 | 12      | UNIT    | \$150.00                                                                                               | \$1,800.00     | \$205.00                                                                           | \$2,460.00     | \$1.00                                                                                                      | \$12.00        | \$0.01                                                                                            | \$0.12         | \$100.00                                                                                         | \$1,200.00     |
| 2                                                                                                                                        | BREAKAWAY BARRICADE                         | 10      | UNIT    | \$7.50                                                                                                 | \$75.00        | \$0.10                                                                             | \$0.10         | \$1.00                                                                                                      | \$10.00        | \$0.01                                                                                            | \$0.10         | \$5.00                                                                                           | \$50.00        |
| 3                                                                                                                                        | CONSTRUCTION SIGNS                          | 240     | SF      | \$2.50                                                                                                 | \$600.00       | \$16.00                                                                            | \$3,840.00     | \$1.00                                                                                                      | \$240.00       | \$0.01                                                                                            | \$2.40         | \$5.00                                                                                           | \$1,200.00     |
| 4                                                                                                                                        | DRUMS                                       | 50      | UNIT    | \$5.00                                                                                                 | \$250.00       | \$0.01                                                                             | \$0.50         | \$1.00                                                                                                      | \$50.00        | \$0.01                                                                                            | \$0.50         | \$5.00                                                                                           | \$250.00       |
| 5                                                                                                                                        | TRAFFIC CONES                               | 100     | UNIT    | \$2.50                                                                                                 | \$250.00       | \$0.01                                                                             | \$1.00         | \$1.00                                                                                                      | \$100.00       | \$0.01                                                                                            | \$1.00         | \$5.00                                                                                           | \$500.00       |
| 6                                                                                                                                        | UNIFORMED LAW ENFORCEMENT OFFICER           | 80      | HOURS   | \$89.33                                                                                                | \$7,146.40     | \$89.33                                                                            | \$7,146.40     | \$89.33                                                                                                     | \$7,146.40     | \$89.33                                                                                           | \$7,146.40     | \$89.33                                                                                          | \$7,146.40     |
| 7                                                                                                                                        | ASPHALT PRICE ADJUSTMENT                    | 1,000   | DOLLARS | \$1.00                                                                                                 | \$1,000.00     | \$1.00                                                                             | \$1,000.00     | \$1.00                                                                                                      | \$1,000.00     | \$1.00                                                                                            | \$1,000.00     | \$1.00                                                                                           | \$1,000.00     |
| 8                                                                                                                                        | FUEL PRICE ADJUSTMENT                       | 1,000   | DOLLARS | \$1.00                                                                                                 | \$1,000.00     | \$1.00                                                                             | \$1,000.00     | \$1.00                                                                                                      | \$1,000.00     | \$1.00                                                                                            | \$1,000.00     | \$1.00                                                                                           | \$1,000.00     |
| 9                                                                                                                                        | CLEARING SITE                               | 1       | LS      | \$19,000.00                                                                                            | \$19,000.00    | \$34,288.62                                                                        | \$34,288.62    | \$10,000.00                                                                                                 | \$10,000.00    | \$54,578.14                                                                                       | \$54,578.14    | \$75,000.00                                                                                      | \$75,000.00    |
| 10                                                                                                                                       | EXCAVATION, TEST PIT                        | 15      | UNIT    | \$300.00                                                                                               | \$4,500.00     | \$7,500.00                                                                         | \$7,500.00     | \$10.00                                                                                                     | \$150.00       | \$600.00                                                                                          | \$9,000.00     | \$500.00                                                                                         | \$7,500.00     |
| 11                                                                                                                                       | HMA PAVEMENT REPAIR                         | 312     | SY      | \$100.00                                                                                               | \$31,200.00    | \$81.00                                                                            | \$25,272.00    | \$10.00                                                                                                     | \$3,120.00     | \$0.01                                                                                            | \$3.12         | \$235.00                                                                                         | \$73,320.00    |
| 12                                                                                                                                       | HMA MILLING IN PLACE, 12" THICK             | 895     | SY      | \$16.00                                                                                                | \$14,320.00    | \$7.00                                                                             | \$6,265.00     | \$70.00                                                                                                     | \$62,650.00    | \$25.00                                                                                           | \$22,375.00    | \$13.00                                                                                          | \$11,635.00    |
| 13                                                                                                                                       | DGA BASE COURSE, VARIABLE THICKNESS         | 140     | SY      | \$6.00                                                                                                 | \$840.00       | \$15.25                                                                            | \$2,135.00     | \$50.00                                                                                                     | \$7,000.00     | \$8.00                                                                                            | \$1,120.00     | \$55.00                                                                                          | \$7,700.00     |
| 14                                                                                                                                       | HMA 19M64 BASE COURSE, 2.5" THICK           | 148     | TONS    | \$130.00                                                                                               | \$19,240.00    | \$135.00                                                                           | \$19,980.00    | \$90.00                                                                                                     | \$13,320.00    | \$150.00                                                                                          | \$22,200.00    | \$250.00                                                                                         | \$37,000.00    |
| 15                                                                                                                                       | TACK COAT 64-22                             | 135     | GAL     | \$0.01                                                                                                 | \$1.35         | \$4.00                                                                             | \$540.00       | \$5.00                                                                                                      | \$675.00       | \$0.01                                                                                            | \$1.35         | \$27.00                                                                                          | \$3,645.00     |
| 16                                                                                                                                       | HMA 9.5M64 SURFACE COURSE, 1.5" THICK       | 92      | TONS    | \$145.00                                                                                               | \$13,340.00    | \$169.00                                                                           | \$15,548.00    | \$1.00                                                                                                      | \$92.00        | \$250.00                                                                                          | \$23,000.00    | \$264.00                                                                                         | \$24,288.00    |
| 17                                                                                                                                       | 12" HDPE                                    | 524     | LF      | \$110.00                                                                                               | \$57,640.00    | \$78.00                                                                            | \$40,872.00    | \$200.00                                                                                                    | \$104,800.00   | \$70.00                                                                                           | \$36,680.00    | \$107.00                                                                                         | \$56,068.00    |
| 18                                                                                                                                       | 15" HDPE                                    | 323     | LF      | \$115.00                                                                                               | \$37,145.00    | \$150.00                                                                           | \$48,450.00    | \$250.00                                                                                                    | \$80,750.00    | \$75.00                                                                                           | \$24,225.00    | \$165.00                                                                                         | \$53,295.00    |
| 19                                                                                                                                       | TWIN 8" DIP                                 | 60      | LF      | \$275.00                                                                                               | \$16,500.00    | \$345.00                                                                           | \$20,700.00    | \$50.00                                                                                                     | \$3,000.00     | \$150.00                                                                                          | \$9,000.00     | \$365.00                                                                                         | \$21,780.00    |
| 20                                                                                                                                       | 12" DIP                                     | 122     | LF      | \$200.00                                                                                               | \$24,400.00    | \$190.00                                                                           | \$23,180.00    | \$100.00                                                                                                    | \$12,200.00    | \$140.00                                                                                          | \$17,080.00    | \$184.00                                                                                         | \$22,448.00    |
| 21                                                                                                                                       | INLINE CHECK VALVE, 12" DIAMETER            | 5       | UNIT    | \$3,000.00                                                                                             | \$15,000.00    | \$4,000.00                                                                         | \$20,000.00    | \$2,000.00                                                                                                  | \$10,000.00    | \$7,500.00                                                                                        | \$37,500.00    | \$5,275.00                                                                                       | \$26,375.00    |
| 22                                                                                                                                       | INLINE CHECK VALVE, 15" DIAMETER            | 5       | UNIT    | \$4,000.00                                                                                             | \$20,000.00    | \$5,850.00                                                                         | \$29,250.00    | \$2,000.00                                                                                                  | \$10,000.00    | \$10,000.00                                                                                       | \$50,000.00    | \$7,450.00                                                                                       | \$37,250.00    |
| 23                                                                                                                                       | INLET, TYPE 'A'                             | 3       | UNIT    | \$5,500.00                                                                                             | \$16,500.00    | \$5,025.00                                                                         | \$15,075.00    | \$8,000.00                                                                                                  | \$24,000.00    | \$5,500.00                                                                                        | \$16,500.00    | \$6,500.00                                                                                       | \$19,500.00    |
| 24                                                                                                                                       | INLET, TYPE 'B'                             | 2       | UNIT    | \$6,000.00                                                                                             | \$12,000.00    | \$6,400.00                                                                         | \$12,800.00    | \$8,000.00                                                                                                  | \$16,000.00    | \$6,500.00                                                                                        | \$13,000.00    | \$6,800.00                                                                                       | \$13,600.00    |
| 25                                                                                                                                       | INLET, TYPE 'E'                             | 5       | UNIT    | \$6,500.00                                                                                             | \$32,500.00    | \$5,800.00                                                                         | \$29,000.00    | \$8,000.00                                                                                                  | \$40,000.00    | \$6,500.00                                                                                        | \$32,500.00    | \$7,500.00                                                                                       | \$37,500.00    |
| 26                                                                                                                                       | RECONSTRUCT INLET, TYPE 'A'                 | 1       | UNIT    | \$2,500.00                                                                                             | \$2,500.00     | \$2,900.00                                                                         | \$2,900.00     | \$5,000.00                                                                                                  | \$5,000.00     | \$2,500.00                                                                                        | \$2,500.00     | \$1,250.00                                                                                       | \$1,250.00     |
| 27                                                                                                                                       | STORM PIPE ABANDONMENT                      | 1       | LS      | \$5,000.00                                                                                             | \$5,000.00     | \$7,000.00                                                                         | \$7,000.00     | \$1,000.00                                                                                                  | \$1,000.00     | \$7,500.00                                                                                        | \$7,500.00     | \$7,000.00                                                                                       | \$7,000.00     |
| 28                                                                                                                                       | 6" X VARIABLE HEIGHT CONCRETE VERTICAL CURB | 48      | LF      | \$75.00                                                                                                | \$3,600.00     | \$99.00                                                                            | \$4,752.00     | \$30.00                                                                                                     | \$1,440.00     | \$100.00                                                                                          | \$4,800.00     | \$108.00                                                                                         | \$5,184.00     |
| 29                                                                                                                                       | BELGIAN BLOCK CURB                          | 36      | LF      | \$100.00                                                                                               | \$3,600.00     | \$99.00                                                                            | \$3,564.00     | \$30.00                                                                                                     | \$1,080.00     | \$100.00                                                                                          | \$3,600.00     | \$124.00                                                                                         | \$4,464.00     |
| 30                                                                                                                                       | STONE DRIVEWAY, 4" THICK                    | 130     | SY      | \$75.00                                                                                                | \$9,750.00     | \$37.00                                                                            | \$4,810.00     | \$30.00                                                                                                     | \$3,900.00     | \$25.00                                                                                           | \$3,250.00     | \$23.00                                                                                          | \$2,990.00     |
| 31                                                                                                                                       | CONCRETE DRIVEWAY, REINFORCED, 6" THICK     | 10      | SY      | \$125.00                                                                                               | \$1,250.00     | \$284.00                                                                           | \$2,840.00     | \$10.00                                                                                                     | \$100.00       | \$250.00                                                                                          | \$2,500.00     | \$260.00                                                                                         | \$2,600.00     |
| 32                                                                                                                                       | HMA DRIVEWAY, 2" THICK                      | 50      | SY      | \$100.00                                                                                               | \$5,000.00     | \$87.00                                                                            | \$4,350.00     | \$10.00                                                                                                     | \$500.00       | \$75.00                                                                                           | \$3,750.00     | \$37.00                                                                                          | \$1,850.00     |
| 33                                                                                                                                       | GENERAL SURFACE RESTORATION                 | 1       | LS      | \$10,000.00                                                                                            | \$10,000.00    | \$17,500.00                                                                        | \$17,500.00    | \$10.00                                                                                                     | \$10.00        | \$50,000.00                                                                                       | \$50,000.00    | \$82,000.00                                                                                      | \$82,000.00    |
| TOTAL BASE BID                                                                                                                           |                                             |         |         | \$386,947.75                                                                                           | \$414,019.62   | \$420,345.40                                                                       | \$455,813.13   | \$647,588.40                                                                                                |                |                                                                                                   |                |                                                                                                  |                |

I hereby certify that this is a true copy of bids received on September 2, 2022.

  
 Jason A. Worth, P.E. Township Engineer



**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, **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 **WEST BAY**  
**CONSTRUCTION, INC.**, having its principal offices located at 133 Pleasant Avenue,  
Absecon, New Jersey 08201, hereinafter referred to as "Contractor."

**WHEREAS**, it has been determined that West Bay Construction, Inc., submitted  
the most advantageous quote for the 2022 Drainage Improvement Project, in the amount of  
\$386,947.75; and

**WHEREAS**, the governing body desires to award a contract to West Bay  
Construction, Inc., for the 2022 Drainage Improvement Project, in the amount of \$386,947.75.

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

That and for and in consideration of the sum of **THREE HUNDRED EIGHTY**  
**SIX THOUSAND NINE HUNDRED FORTY-SEVEN AND 75/100 (\$386,947.75)**  
**DOLLARS**, Contractor agrees to provide construction services for the 2022 Drainage  
Improvement Project, 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.

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

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

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The Contractor agrees to receive as full compensation the amount stated herein, namely, \$386,947.75 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 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

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

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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 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

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

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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 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.

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, executors, 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**

**WEST BAY CONSTRUCTION, INC.**

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

(Seal)

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

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

98 East Water Street  
Toms River, NJ 08753

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**EXHIBIT B**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

**CONSTRUCTION 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 or sexual orientation, 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. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7,3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card

carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
  - (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or

subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified



in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- (D) 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 Chapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_