

RESOLUTION NO. 2022-229

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AWARDING A CONTRACT FOR MYSTIC BEACH AND PARKERTOWN BEACH REPLENISHMENT AND STABILIZATION TO JPC GROUP, INC.

WHEREAS, the Township of Little Egg Harbor duly advertised for the receipt of bids for Mystic Beach and Parkertown Beach Replenishment & Stabilization; 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 JPC Group, Inc. submitted the lowest responsible and responsive bid in accordance with the bid specifications, said bid being Base Bid A for \$1,269,328.50 and Base Bid B for \$1,547,744.50 for a total of \$2,817,073.00; and

WHEREAS, it is the desire of the governing body to award a contract for the Mystic Beach and Parkertown Beach Replenishment & Stabilization to JPC Group, Inc.

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 JPC Group, Inc., the lowest responsible and responsive bidder, for the Mystic Beach and Parkertown Beach Replenishment & Stabilization at Base Bid A for \$1,269,328.50 and Base Bid B for \$1,547,744.50 for a total of \$2,817,073.00.

2. That the Mayor and the Township Clerk are hereby authorized to execute a contract with JPC Group, Inc., in accordance with the bid submitted by JPC Group, Inc.

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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
f: 732.905.6555

3. That the governing body specifically approves the bid specifications, designs and plans prepared in connection with the construction of the Mystic Beach and Parkertown Beach Replenishment & Stabilization.

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: _____

Ord. 2020-09 \$261,7073.00 ; AMERICAN RESCUE FUNDS \$200,000.00

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 JPC Group, 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 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 JPC Group, Inc. for the Mystic Beach and Parkertown Beach Replenishment & Stabilization in the amount of \$2,817,073.00.

The funds which are available for this contract are found in the following line item appropriations or ordinances: ORD 2020-09 \$2,617,073.00

AMERICAN RESCUE FUNDS \$200,000


RODNEY HAINES, Chief Financial Officer
Township of Little Egg Harbor

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Halm & Cipriani, P.A.
ATTORNEYS AT LAW

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AGREEMENT

THIS AGREEMENT made this 14th 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 **JPC GROUP INC**, having its principal offices located at 288 Blackwood Barnsboro Rd, Blackwood, NJ 08012, 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 **TWO MILLION EIGHT HUNDRED SEVENTEEN THOUSAND SEVENTY-THREE AND 00/100 (\$2,817,073.00) DOLLARS**, which sum includes Base Bid A for \$1,269,328.50 and Base Bid B for \$1,547,744.50. Contractor agrees to provide construction services for the Mystic Beach and Parkertown Beach Replenishment & Stabilization, 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, Base Bid A for \$1,269,328.50 and Base Bid B for \$1,547,744.50 for a total of \$2,817,073.00 for the 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

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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 pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the

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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 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

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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

JPC GROUP, INC.



Jeffrey Petrongolo, Treasurer ~~Secretary~~
(Seal)

By 

Joseph Petrongolo President

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YOUR GOALS. OUR MISSION.

September 28, 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-01889
Recommendation of Award
Mystic Beach and Parkertown Beach Replenishment & Stabilization
Township of Little Egg Harbor, Ocean County, New Jersey

Dear Mr. Haines:

As you are aware on Tuesday September 27, 2022, at 10:00 AM, we received bids for the above referenced project. Two (2) bids were received as follows:

<u>Contractor</u>	<u>Base Bid 'A'</u>	<u>Base Bid 'B'</u>	<u>Total Bid</u>
1. JPC Group Inc. Blackwood, NJ	\$1,269,328.50	\$1,547,744.50	\$2,817,073.00
2. Agate Construction Clermont, NJ	\$1,368,310.00	\$1,760,938.00	\$3,129,248.00

I have enclosed herewith a complete Summary of Bids for the Committee's review. We note that base bid 'A' includes work at Mystic Beach and base bid 'B' includes work at Parkertown Beach. 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 project to the lowest responsible bidder, JPC Group Inc. of Blackwood, New Jersey in the amount of \$2,817,073.00. I would advise the Committee that we have worked with JPC Group Inc. 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.

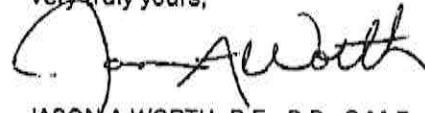


September 28, 2022
Sheet 2

Le: Rodney Haines, Township Administrator/CFO
Township of Little Egg Harbor
Re: T&M File No. LEHT-0889
Recommendation of Award
Mystic Beach and Parkertown Beach Replenishment & Stabilization
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				BIDDER NO. 1		BIDDER NO. 2	
DATE 9/27/2022 Mystic Beach and Parkertown Beach Replenishment & Stabilization LEHIT-01889 Township of Little Egg Harbor Ocean County, NJ				JPC Group Inc 2280 Blackwood-Barnboro Road Blackwood, NJ 08012 856-232-0400		Agate Construction Co. Inc. 1030 Route 83 Clement, NJ 08210 609-624-9090	
ITEM NO.	DESCRIPTION	APPROX.		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
		QTY	UNIT				
BASE BID 'A'							
1	CLEARING SITE/SITE WORK	1	LS	\$19,300.00	\$19,300.00	\$10,000.00	\$10,000.00
2	MOBILIZATION	1	LS	\$13,300.00	\$13,300.00	\$348,200.00	\$348,200.00
3	SOIL EROSION & SEDIMENT CONTROL	1	LS	\$24,000.00	\$24,000.00	\$75,000.00	\$75,000.00
4	FUEL PRICE ADJUSTMENT	5,000	DOLLARS	\$1.00	\$5,000.00	\$1.00	\$5,000.00
5	BEACH SAND REPLENISHMENT	11,045	CY	\$21.50	\$237,467.50	\$25.00	\$276,125.00
6	PREPARATION OF EXISTING SUBGRADE	1,950	SY	\$5.50	\$10,725.00	\$14.00	\$27,300.00
7	1" CRUSHED STONE, 8" THICK	1,950	SY	\$18.70	\$36,465.00	\$49.00	\$95,550.00
8	RIPRAP 30-100 LBS, 12" THICK	780	CY	\$287.00	\$223,860.00	\$135.00	\$105,300.00
9	RIPRAP 50-150 LBS.	700	CY	\$287.00	\$200,900.00	\$150.00	\$105,000.00
10	CAPSTONE VARIOUS SIZES	2,265	TONS	\$145.00	\$328,425.00	\$110.00	\$249,150.00
11	SPARTINA ALTERNIFLORA (2" PLUG)	1,350	UNIT	\$7.00	\$9,450.00	\$4.18	\$5,643.00
12	SPARTINA PATENS (2" PLUG)	1,900	UNIT	\$7.00	\$13,300.00	\$4.18	\$7,942.00
13	TIMBER PILINGS, 10" TIP, NATURAL TAPER, 30' LONG (RENDERED NON-POLLUTING) WITH SIGNAGE	10	UNIT	\$4,200.00	\$42,000.00	\$2,400.00	\$24,000.00
14	REINFORCED CONCRETE RAMP W/ HAUNCEIL 6" THICK	24	SY	\$434.00	\$10,416.00	\$500.00	\$12,000.00
15	DENSE GRADED AGGREGATE, 12" THICK	20	SY	\$260.00	\$5,200.00	\$38.00	\$760.00
16	HMA TRENCH REPAIR	10	SY	\$1,990.00	\$19,900.00	\$34.00	\$340.00
17	DEMOLITION AND SITE RESTORATION	1	LS	\$12,020.00	\$12,020.00	\$10,000.00	\$10,000.00
18	FINAL AS-BUILT SURVEY	1	LS	\$47,600.00	\$47,600.00	\$1,000.00	\$1,000.00
19	MISC. WORK ALLOWANCE	10,000	DOLLARS	\$1.00	\$10,000.00	\$1.00	\$10,000.00
TOTAL BASE BID 'A'				\$1,269,328.50		\$1,368,310.00	
BASE BID 'B'							
1	CLEARING SITE/SITE WORK	1	LS	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00
2	MOBILIZATION	1	LS	\$15,606.00	\$15,606.00	\$442,993.00	\$442,993.00
3	SOIL EROSION & SEDIMENT CONTROL	1	LS	\$23,000.00	\$23,000.00	\$43,000.00	\$43,000.00
4	FUEL PRICE ADJUSTMENT	5,000	DOLLARS	\$1.00	\$5,000.00	\$1.00	\$5,000.00
5	ASPHALT PRICE ADJUSTMENT	2,000	DOLLARS	\$1.00	\$2,000.00	\$1.00	\$2,000.00
6	BEACH SAND REPLENISHMENT	525	CY	\$33.00	\$17,325.00	\$25.00	\$13,125.00
7	PREPARATION OF EXISTING SUBGRADE	1,625	SY	\$7.00	\$11,375.00	\$17.00	\$27,625.00
8	SOIL AGGREGATE, DESIGNATION 1-4 (IF & WHERE)	100	CY	\$38.00	\$3,800.00	\$44.00	\$4,400.00
9	1" CRUSHED STONE, 8" THICK	1,625	SY	\$18.50	\$30,062.50	\$39.00	\$63,375.00
10	RIPRAP 30-100 LBS, 12" THICK	535	CY	\$278.00	\$148,730.00	\$125.00	\$66,875.00
11	RIPRAP 50-150 LBS.	865	CY	\$220.00	\$190,300.00	\$165.00	\$142,725.00
12	CAPSTONE VARIOUS SIZES	2,035	TONS	\$145.00	\$295,075.00	\$100.00	\$203,500.00
13	SPARTINA ALTERNIFLORA (2" PLUG)	2,400	UNIT	\$7.00	\$16,800.00	\$4.18	\$10,032.00
14	TIMBER PILINGS, 10" TIP, NATURAL TAPER, 30' LONG (RENDERED NON-POLLUTING) WITH SIGNAGE	9	UNIT	\$3,500.00	\$31,500.00	\$2,400.00	\$21,600.00
15	BULKHEAD SITTING WALL, COMPLETE	352	LF	\$550.00	\$193,600.00	\$480.00	\$168,960.00
16	INLET, TYPE 'E' (SUMP)	3	UNIT	\$10,500.00	\$31,500.00	\$3,850.00	\$11,550.00
17	12" DIP	201	LF	\$348.00	\$69,948.00	\$130.00	\$26,130.00
18	OUTFALL PIPE RESTRAINTS	2	UNIT	\$14,500.00	\$29,000.00	\$8,800.00	\$17,600.00
19	CONCRETE SIDEWALK W/ HAUNCEIL REINFORCED, 4" THICK	152	SY	\$172.00	\$26,144.00	\$372.00	\$56,544.00
20	CONCRETE PAD, REINFORCED, 6" THICK	65	SY	\$261.00	\$16,965.00	\$216.00	\$14,040.00
21	CONCRETE SIDEWALK, 4" THICK	355	SY	\$106.00	\$37,530.00	\$98.00	\$34,790.00
22	DETECTABLE WARNING SURFACE	24	SF	\$89.00	\$2,136.00	\$43.75	\$1,050.00
23	CONCRETE CURB STOPS	46	UNIT	\$125.00	\$5,750.00	\$140.00	\$6,440.00
24	HMA MILLING, MORE THAN 3" TO 6"	850	SY	\$7.00	\$5,950.00	\$8.34	\$7,089.00
25	EXCAVATION, UNCLASSIFIED	1,200	CY	\$19.00	\$22,800.00	\$21.50	\$25,800.00
26	ROADWAY SUB-BASE GRADING	5,960	SY	\$1.00	\$5,960.00	\$2.00	\$11,920.00
27	DGA BASE COURSE, VARIABLE THICKNESS (IF & WHERE)	100	CY	\$10.00	\$1,000.00	\$5.00	\$500.00
28	DGA BASE COURSE, 6" THICK	4,320	SY	\$13.00	\$56,160.00	\$18.00	\$77,760.00
29	CRUSHED CLAM SHELL, 4" THICK	4,320	SY	\$8.80	\$38,016.00	\$13.10	\$56,592.00
30	HMA 19M64 BASE COURSE, 2.5" THICK	260	TONS	\$179.00	\$46,540.00	\$204.75	\$53,235.00
31	HMA 9.3M64 SURFACE COURSE, 1.5" THICK	160	TONS	\$244.00	\$39,040.00	\$204.75	\$32,760.00
32	TACK COAT 64-22	245	GAL	\$12.00	\$2,940.00	\$4.80	\$1,176.00
33	TRAFFIC STRIPING, LONG LIFE, EPOXY RESIN, 4" WIDE	880	LF	\$2.40	\$2,112.00	\$2.00	\$1,760.00
34	HANDICAP PARKING SYMBOL	4	UNIT	\$480.00	\$1,920.00	\$350.00	\$1,400.00
35	HANDICAP PARKING SIGN	4	UNIT	\$480.00	\$1,920.00	\$24.50	\$98.00
36	BENCHES, 6 FT LONG	6	UNIT	\$1,680.00	\$10,080.00	\$2,115.00	\$12,690.00
37	HANDICAP ACCESSIBLE PICNIC TABLE	2	UNIT	\$2,500.00	\$5,000.00	\$2,640.00	\$5,280.00
38	PICNIC TABLE	6	UNIT	\$2,500.00	\$15,000.00	\$3,270.00	\$19,620.00
39	DEMOLITION AND SITE RESTORATION	1	LS	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00
40	FINAL AS-BUILT SURVEY	1	LS	\$26,260.00	\$26,260.00	\$1,000.00	\$1,000.00
41	MISC. WORK ALLOWANCE	10,000	DOLLARS	\$1.00	\$10,000.00	\$1.00	\$10,000.00
TOTAL BASE BID 'B'				\$1,547,744.50		\$1,760,938.00	
TOTAL BASE BID 'A' AND BASE BID 'B'				\$2,817,073.00		\$3,129,248.00	

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


Jacob A. Worth, P.E. Township Engineer