

RESOLUTION 2025-154

**RESOLUTION OF THE TOWNSHIP OF LITTLE
EGG HARBOR, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AWARDING A CONTRACT FOR
MYSTIC ISLAND DRAINAGE IMPROVEMENTS –
PHASE 3 PROJECT TO EARLE ASPHALT
COMPANY**

WHEREAS, the Township of Little Egg Harbor duly advertised for the receipt of bids for Mystic Island Drainage Improvements - Phase 3 Project; and

WHEREAS, in response to the invitation to bidders, three (3) bids were received on June 4, 2025; and

WHEREAS, the bids have been reviewed by the Township Engineer and the Township Attorney, and it has been determined that Earle Asphalt Company submitted the lowest responsible bid in accordance with the bid specifications, said bid being \$2,952,413.13 for the Mystic Island Drainage Improvements - Phase 3 Project; and

WHEREAS, it is the desire of the governing body to award a contract for Mystic Island Drainage Improvements - Phase 3 Project to Earle Asphalt Company in the amount of \$2,952,413.13, subject to the review and approval of the New Jersey Department of Environmental Protection.

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 Mystic Island Drainage Improvements - Phase 3 Project to the lowest responsible bidder, Earle Asphalt Company, in amount of \$2,952,413.13, said award subject to the review and approval of the New Jersey Department of Environmental Protection.

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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

2. That the Mayor and the Township Clerk are hereby authorized to execute a contract with Earle Asphalt Company, in accordance with the bid submitted by Earle Asphalt Company for the Mystic Island Drainage Improvements - Phase 3 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 which constitute the availability of funds for this contract:

C-04-55-974-510

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 Earle Asphalt Company.

CERTIFICATION

I, **KELLY LETTERA, CMC, RMC**, Township 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 **12th** day of **June, 2025**.



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

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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 Earle Asphalt Company for Mystic Island Drainage Improvements - Phase 3 Project in the amount of \$2,952,413.13.

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

604-55-974-510



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

MSA

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Halm & Cipriani, P.A.
ATTORNEYS AT LAW

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AGREEMENT

THIS AGREEMENT made this ____ day of _____, **2025**, 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 **EARLE ASPHALT COMPANY**, with a mailing address of P.O. Box 556, Farmingdale, New Jersey 07727, 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 NINE HUNDRED FIFTY-TWO THOUSAND FOUR HUNDRED THIRTEEN AND 13/100 (\$2,952,413.13) DOLLARS**, the Contractor agrees to provide construction services for Mystic Island Drainage Improvements - Phase 3 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. This agreement is subject to approval of the New Jersey Department of Environmental Protection.

The Contractor agrees to receive as full compensation the amount stated herein, namely, **\$2,952,413.13**, for the construction services provided to the Township for Mystic Island Drainage Improvements - Phase 3 Project. 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

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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. Notice to Bidders;
2. Bid Specifications;
3. Contractor's Proposal (as accepted);
4. Contract Agreement;
5. 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, CMC, RMC
Township Clerk
(Seal)

By _____
DAN MAXWELL, Mayor

EARLE ASPHALT COMPANY

Secretary
(Seal)

By _____
President

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YOUR GOALS. OUR MISSION.

June 5, 2025

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 01942
Recommendation of Award
Mystic Island Drainage Improvements Phase 3
Township of Little Egg Harbor, Ocean County, New Jersey

Dear Mr. Haines:

As you are aware on Wednesday June 4, 2025, at 10:00 AM, bids were opened for the above referenced project. Three (3) bids were received as follows:

<u>Contractor</u>	<u>Total Base Bid</u>
1. Earle Asphalt Company Farmingdale, NJ	\$2,952,413.13
2. Black Rock Enterprises LLC Old Bridge, NJ	\$2,969,500.00
3. Arawak Paving Hammonton, NJ	\$3,034,000.00

I have enclosed herewith a complete Summary of Bids for the Committee's review and our Engineer's Estimate of Costs on the project totaled \$3,200,000.00. The project includes the replacement of storm drainage inlets/piping and roadway reconstruction along East/West Potomac Drive, East/West Susquehanna Drive, East/West Raritan Drive, and East/West Shrewsbury Drive.

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. We note that BlackRock Enterprises LLC had several errors in calculating extended prices and their overall price; however, it did not impact the outcome of the bid.

Based upon all of the above, we hereby recommend award of the contract in the amount of \$2,952,413.13 to the lowest responsible bidder, Earle Asphalt Company of Farmingdale, NJ. I would further advise the Committee that T&M Associates has experience with Earle Asphalt Company and their work has been generally satisfactory.

By copy of this letter, we are requesting the Township Attorney prepare the necessary Resolution of Award for the June 12, 2025 Township meeting. We would request that the Resolution of Award state **"that the award is subject to the review and approval of the New Jersey Department of Environmental Protection"** who will be providing funding for this project. 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.



June 5, 2025
Sheet 2

Le: Rodney Haines, Township Administrator/CFO
Township of Little Egg Harbor
Re: T&M File No. LEHT-01942
Recommendation of Award
Mystic Island Drainage Improvements Phase 3
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 Letterra, Township Clerk, (via email)
Melanie Szuba, Township Attorney (via email)

DATE		ITEM DESCRIPTION		APPX.		UNIT PRICE		EXTENDED PRICE		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
June 4 2025		Mystic Island Drainage Improvements - Phase 3		QTY		UNIT		PRICE		PRICE		PRICE		PRICE	
LEET-01942		BASE BID													
1	MOBILIZATION	1	LS	1	LS	\$90,000.00		\$90,000.00		\$90,000.00		\$90,000.00		\$90,000.00	
2	INLET FILTER, TYPE 2, 4"x4"	38	UNIT	38	UNIT	\$0.58		\$22.04		\$22.04		\$22.04		\$22.04	
3	SILT FENCE	1,500	LF	1,500	LF	\$0.31		\$465.00		\$465.00		\$465.00		\$465.00	
4	BREAKAWAY BARRICADE	10	UNIT	10	UNIT	\$0.31		\$3.10		\$3.10		\$3.10		\$3.10	
5	CONSTRUCTION SIGNS	240	SF	240	SF	\$2.46		\$590.40		\$590.40		\$590.40		\$590.40	
6	DRUMS	53	UNIT	53	UNIT	\$0.81		\$42.93		\$42.93		\$42.93		\$42.93	
7	TRAFFIC CONES	100	UNIT	100	UNIT	\$0.01		\$1.00		\$1.00		\$1.00		\$1.00	
8	UNIFORMED LAW ENFORCEMENT OFFICER	400	HOURS	400	HOURS	\$97.17		\$38,868.00		\$38,868.00		\$38,868.00		\$38,868.00	
9	ASPHALT PRICE ADJUSTMENT	6,000	DOLLARS	6,000	DOLLARS	\$1.00		\$6,000.00		\$6,000.00		\$6,000.00		\$6,000.00	
10	FUEL PRICE ADJUSTMENT	3,000	DOLLARS	3,000	DOLLARS	\$1.00		\$3,000.00		\$3,000.00		\$3,000.00		\$3,000.00	
11	CLEARING SITE	1	LS	1	LS	\$24,924.56		\$24,924.56		\$24,924.56		\$24,924.56		\$24,924.56	
12	EXCAVATION, TEST PIT	130	CY	130	CY	\$0.01		\$1.30		\$1.30		\$1.30		\$1.30	
13	DGA BASE COURSE, VARIABLE THICKNESS (IF & WHERE)	1,310	CY	1,310	CY	\$0.01		\$13.10		\$13.10		\$13.10		\$13.10	
14	DGA BASE COURSE, 6" THICK	836	SY	836	SY	\$0.01		\$8.36		\$8.36		\$8.36		\$8.36	
15	HMA MILLING IN PLACE, 12" THICK	37,300	SY	37,300	SY	\$7.00		\$261,100.00		\$261,100.00		\$261,100.00		\$261,100.00	
16	TACK COAT, 64-22	5,800	GAL	5,800	GAL	\$0.01		\$58.00		\$58.00		\$58.00		\$58.00	
17	HMA 19M64 BASE COURSE, 2.5" THICK	6,515	TONS	6,515	TONS	\$88.00		\$573,330.00		\$573,330.00		\$573,330.00		\$573,330.00	
18	HMA 3.5M64 SURFACE COURSE, 1.5" THICK	3,753	TONS	3,753	TONS	\$95.00		\$356,725.00		\$356,725.00		\$356,725.00		\$356,725.00	
19	12" DIP	483	LF	483	LF	\$180.00		\$86,940.00		\$86,940.00		\$86,940.00		\$86,940.00	
20	14" DIP	60	LF	60	LF	\$190.00		\$11,400.00		\$11,400.00		\$11,400.00		\$11,400.00	
21	12" HDPE	225	LF	225	LF	\$45.00		\$10,125.00		\$10,125.00		\$10,125.00		\$10,125.00	
22	15" HDPE	725	LF	725	LF	\$90.00		\$65,250.00		\$65,250.00		\$65,250.00		\$65,250.00	
23	18" HDPE	920	LF	920	LF	\$120.00		\$110,400.00		\$110,400.00		\$110,400.00		\$110,400.00	
24	INLET TYPE 'A'	28	UNIT	28	UNIT	\$4,500.00		\$126,000.00		\$126,000.00		\$126,000.00		\$126,000.00	
25	INLET TYPE 'B'	7	UNIT	7	UNIT	\$5,200.00		\$36,400.00		\$36,400.00		\$36,400.00		\$36,400.00	
26	INLINE CHECK VALVE, 12" DIAMETER	1	UNIT	1	UNIT	\$8,300.00		\$8,300.00		\$8,300.00		\$8,300.00		\$8,300.00	
27	INLINE CHECK VALVE, 15" DIAMETER	4	UNIT	4	UNIT	\$10,000.00		\$40,000.00		\$40,000.00		\$40,000.00		\$40,000.00	
28	RECONSTRUCT INLET TYPE 'A', USING EXISTING CASTING	9	UNIT	9	UNIT	\$1,250.00		\$11,250.00		\$11,250.00		\$11,250.00		\$11,250.00	
29	RECONSTRUCT INLET TYPE 'B', USING EXISTING CASTING	1	UNIT	1	UNIT	\$1,500.00		\$1,500.00		\$1,500.00		\$1,500.00		\$1,500.00	
30	RECONSTRUCT INLET TYPE 'E', USING EXISTING CASTING	1	UNIT	1	UNIT	\$1,500.00		\$1,500.00		\$1,500.00		\$1,500.00		\$1,500.00	
31	RESET MANHOLE, STORM, USING EXISTING CASTING	1	UNIT	1	UNIT	\$0.01		\$0.01		\$0.01		\$0.01		\$0.01	
32	RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING	43	UNIT	43	UNIT	\$0.01		\$0.43		\$0.43		\$0.43		\$0.43	
33	HMA DRIVEWAY, 3" THICK	3,380	SY	3,380	SY	\$120.00		\$405,600.00		\$405,600.00		\$405,600.00		\$405,600.00	
34	BRICK PAVED DRIVEWAY	748	SY	748	SY	\$50.00		\$37,400.00		\$37,400.00		\$37,400.00		\$37,400.00	
35	STONE DRIVEWAY, 4" THICK	426	SY	426	SY	\$150.00		\$63,900.00		\$63,900.00		\$63,900.00		\$63,900.00	
36	6" X VARIABLE HEIGHT CONCRETE VERTICAL CURB	6,126	LF	6,126	LF	\$35.00		\$214,410.00		\$214,410.00		\$214,410.00		\$214,410.00	
37	4" X VARIABLE HEIGHT CONCRETE VERTICAL CURB	150	LF	150	LF	\$35.00		\$5,250.00		\$5,250.00		\$5,250.00		\$5,250.00	
38	BELGIAN BLOCK CURB	93	SF	93	SF	\$55.00		\$5,115.00		\$5,115.00		\$5,115.00		\$5,115.00	

Antrak Paving Company, Inc
 7503 Weymouth Road
 Hammonton, NJ 08037
 856-581-4166

BID TALLY SHEET		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		
DATE: March 14, 2025		Erie Asphalt Company 1800 Route 34 Wall, NJ 07719 732-308-1113		Black Rock Express LLC 1316 Englehurst Road Old Bridge, NJ 08857 732-967-5400		Anasak Paving Company, Inc. 7553 Weymouth Road Hammonton, NJ 08037 609-561-4100		
Mystic Island Drainage Improvements - Phase 3 LEHT-01942 Township of Little Egg Harbor Ocean County, NJ		UNIT PRICE		UNIT PRICE		UNIT PRICE		
ITEM DESCRIPTION	APPROX QTY	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	
41 BRICK PAVEMENT WALKWAY	89	SY	\$150.00	\$12,000.00	\$140.00	\$12,600.00	\$140.00	\$12,600.00
42 CONCRETE SIDEWALK, 4" THICK	150	SY	\$115.00	\$17,250.00	\$115.00	\$17,250.00	\$99.00	\$14,850.00
43 TIMBER TIES, 6" X 6" (IF & WHERE)	100	LF	\$25.00	\$2,500.00	\$29.10	\$2,910.00	\$15.00	\$1,500.00
44 TRAFFIC MARKINGS, THERMOPLASTIC	100	SF	\$10.50	\$1,050.00	\$9.50	\$950.00	\$20.00	\$2,000.00
45 TRAFFIC STRIPING, LONG-LIFE, EPOXY RESIN, 4"	175	LF	\$3.50	\$612.50	\$3.30	\$577.50	\$4.20	\$735.00
46 RESET WATER SERVICE (IF & WHERE DIRECTED)	7	UNIT	\$0.01	\$0.07	\$50.00	\$350.00	\$6.01	\$60.07
47 RESET SANITARY SEWER SERVICE (IF & WHERE DIRECTED)	7	UNIT	\$0.01	\$0.07	\$300.00	\$2,100.00	\$6.01	\$60.07
48 ENVIRONMENTAL PROTECTION/RESTORATION MEASURES	1	LS	\$0.01	\$0.01	\$10,000.00	\$10,000.00	\$6.01	\$60.01
49 GENERAL SURFACE RESTORATION	1	LS	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$17,208.95	\$17,208.95
TOTAL BID			\$2,952,413.13		\$2,969,500.00		\$3,034,000.00	

I hereby certify that this is a true copy of bids received on June 4, 2025.


 Jassal A. Werth, P.E., Township Engineer

Maximum Unit Price Permitted
 Errors in Calculating Extended Prices and Overall Base Bid