

**RESOLUTION NO. 2024-153**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AWARDING A CONTRACT FOR REPLACEMENT AND INSTALLATION OF ONE (1) CHILLER UNIT LOCATED AT LITTLE EGG HARBOR TOWNSHIP MUNICIPAL BUILDING TO KASER MECHANICAL, LLC.**

**WHEREAS**, the Township of Little Egg Harbor duly advertised for the receipt of bids for the Replacement and Installation of One (1) Chiller Unit located at Little Egg Harbor Township Municipal Building; and

**WHEREAS**, in response to the invitation to bidders, four (4) bids were received on June 4, 2024; and

**WHEREAS**, the bid has been reviewed by the Qualified Purchasing Agent and the Township Attorney and it has been determined that Kaser Mechanical, LLC., Inc. submitted the lowest responsible bid for the Replacement and Installation of One (1) Chiller Unit located at Little Egg Harbor Township Municipal Building in accordance with the bid specifications, said bid being \$181,167.00; and

**WHEREAS**, it is the desire of the governing body to award a contract for Replacement and Installation of One (1) Chiller Unit located at Little Egg Harbor Township Municipal Building to Kaser Mechanical, LLC., 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 for the Replacement and Installation of One (1) Chiller Unit located at Little Egg Harbor

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

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Township Municipal Building in accordance with the bid specifications, said bid being said bid being \$181,167.00.

2. That the Mayor and the Township Clerk are hereby authorized to execute a contract with Kaser Mechanical, LLC., Inc. in accordance with the bid submitted by Kaser Mechanical, LLC., Inc.
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-04-55.975-110

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 and Kaser Mechanical, LLC., Inc.

#### CERTIFICATION

I, **KELLY LETTERA, CMC, 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 **13th** day of **June, 2024**.



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

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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 Kaser Mechanical, LLC., Inc. for Replacement and Installation of One (1) Chiller Unit located at Little Egg Harbor Township Municipal Building, in the amount of \$181,167.00. The funds which are available for this contract are found in the following line item appropriations or ordinances:

C-04-55-975-110



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

MSA

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**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 **KASER MECHANICAL, LLC** with a business address of 1150 East Broad Street, Burlington, New Jersey 08016, hereinafter referred to as "Contractor."

**WITNESSETH:**

That and for and in consideration of the sum of **ONE HUNDRED EIGHTY-ONE THOUSAND, ONE HUNDRED SIXTY-SEVEN and 00/100 DOLLARS (\$181,167.00)**, the Contractor agrees to provide replacement and installation of one (1) Chiller Unit to be located at the Little Egg Harbor Township Municipal Building, 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 services aforesaid in accordance with the contract documents and in compliance with this agreement, namely, provide replacement and installation of one (1) Chiller Unit to be located at the Little Egg Harbor Township Municipal Building.

The Contractor agrees to receive as full compensation the amount stated herein, namely, \$181,167.00, provide equipment and services to the Township for the replacement and installation of one (1) Chiller Unit to be located at the Little Egg Harbor Township Municipal Building. The Contractor shall be responsible for all loss or damage arising out of providing equipment and 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

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providing the equipment and 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 equipment and 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, RMC**  
Municipal Clerk  
(Seal)

By \_\_\_\_\_  
**BLAISE SCIBETTA, Mayor**

**KASER MECHANICAL, LLC**

\_\_\_\_\_  
Secretary  
(Seal)

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

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