

**RESOLUTION NO. 2025-120**

**RESOLUTION OF THE TOWNSHIP OF LITTLE  
EGG HARBOR, COUNTY OF OCEAN, STATE OF  
NEW JERSEY, AWARDING A CONTRACT FOR  
2024 DRAINAGE IMPROVEMENT PROJECT TO  
EARLE ASPHALT COMPANY**

**WHEREAS**, the Township of Little Egg Harbor duly advertised for the receipt of bids for 2024 Drainage Improvement Project; and

**WHEREAS**, in response to the invitation to bidders, six (6) bids were received on March 14, 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 \$360,213.13 for the 2024 Drainage Improvement Project ; and

**WHEREAS**, it is the desire of the governing body to award a contract for 2024 Drainage Improvement Project to Earle Asphalt Company in the amount of \$360,213.13.

**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 2024 Drainage Improvement Project to the lowest responsible bidder, Earle Asphalt Company in amount of \$360,213.13.

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 2024 Drainage Improvement Project.

**r|m|shc**

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 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 2024-28

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 **10th** day of **April, 2025**.

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

**rmshc**

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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 2024 Drainage Improvement Project in the amount of \$360,213.13

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

ORDINANCE 2024-28

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

MSA

**rmshc**

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Halm & Cipriani, P.A.  
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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 **THREE HUNDRED SIXTY THOUSAND TWO HUNDRED THIRTEEN AND 13/100 (\$360,213.13) DOLLARS**, which represents the Base Bid, the Contractor agrees to provide construction services for 2024 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.

The Contractor agrees to receive as full compensation the amount stated herein, namely, **\$360,213.13**, for the construction services provided to the Township for 2024 Drainage Improvement 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 description connected with providing the construction services aforesaid until the same have been accepted by the Township.

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

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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 contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.7.

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

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Helm & Cipriani, P.A.  
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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 day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

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

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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

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

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| YOUR GOALS. OUR MISSION.

March 25, 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-01938  
Recommendation of Award  
2024 Drainage Improvement Project  
Township of Little Egg Harbor, Ocean County, New Jersey

Dear Mr. Haines:

As you are aware on Friday March 14, 2025, at 9:30 AM, we received bids for the above referenced project. Six (6) bids were received as follows:

	<u>Contractor</u>	<u>Base Bid</u>
1.	Earle Asphalt Co. Farmingdale, NJ	\$360,213.13
2.	Think Pavers Hardscaping, LLC Mt. Royal, NJ	\$395,646.00
3.	Mathis Construction Little Egg Harbor, NJ	\$420,567.00
4.	Crest Construction Little Egg Harbor, NJ	\$500,979.60
5.	D'Avellino Construction, Inc. Freehold, NJ	\$501,028.00
6.	West Bay Construction Inc. Absecon, NJ	\$584,483.60

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 Nugentown Road, 388 Golf View Drive, 440 Stage Road, 8 Pembroke Court, 4 Hogan Court, 63 West Anchor Drive, and Columbia Road. Our Engineer's Estimate of Costs on the project totaled \$379,953.60 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, Earle Asphalt Company of Farmingdale, New Jersey in the base bid of \$360,213.13. I would advise the Committee that we have worked with Earl Asphalt Co. 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





March 25, 2025  
Sheet 2

Le: Rodney Haines, Township Administrator/CFO  
Township of Little Egg Harbor  
Re: T&M File No. LEHT-01938  
Recommendation of Award  
2024 Drainage Improvement Project  
Township of Little Egg Harbor, Ocean County, New Jersey

of Award to our office so that we can include it within the Contract Documents and have all Contracts executed by the successful low bidder.

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

Very truly yours,

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

JAW:DCD:ls  
Enclosure

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