

DCA/DLGS Waiver No. TR25C-105 (If Applicable)

RESOLUTION

No. 25-330

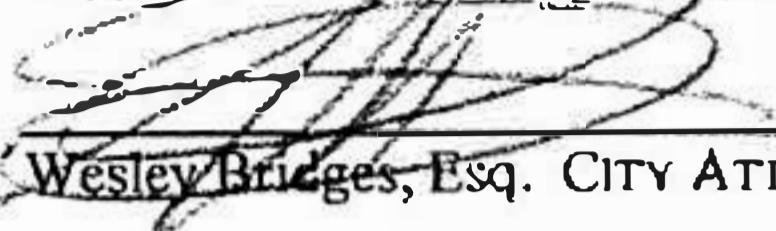
SEP 04 2025

Date of Adoption

Factual content certified by

Wahab Onitiri, Director of Public Works

Approved as to Form and Legality


Wesley Bridges, Esq. CITY ATTORNEY

Councilman/woman

presents the following Resolution:

SPONSORED BY:

RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO EARLE ASPHALT COMPANY FOR THE RECONSTRUCTION OF PROSPECT STREET, MEMORIAL DRIVE, AND LIBERTY STREET FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF TRAFFIC AND TRANSPORTATION FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM THE DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$1,323,813.13 - BID2025-42

WHEREAS, two (2) sealed bids were received on July 15, 2025, at 11:00 am, by the Purchasing Agent for the Reconstruction of Prospect Street, Memorial Drive, and Liberty Street for the City of Trenton, Department of Public Works, Division of Traffic and Transportation for a period of ninety (90) calendar days from the date of the award; and

WHEREAS, the low bid of Earle Asphalt Company, P.O. Box 556, Farmington, NJ 07727 is made pursuant to the advertisement, be and is hereby accepted, as the lowest and legally responsible bidder complying with the terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed \$1,323,813.13 have been certified to be available in the following capital account: C-04-23-55-046C-001. This contract shall be awarded for a period of ninety (90) calendar days from the date of the award; and

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Earle Asphalt Company, P.O. Box 556, Farmington, NJ 07727, for the Reconstruction of Prospect Street, Memorial Drive, and Liberty Street for the Department of Public Works, Division of Traffic and Transportation for a period of ninety (90) calendar days from the date of award in an amount not to exceed \$1,323,813.13 for the said purposes in the manner prescribed by law.

MOTION: <u>FRISBY</u>								SECOND: <u>FELICIANO</u>						
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				FRISBY	✓				GONZALEZ	✓			
FELICIANO	✓				HARRISON				✓					
FIGUEROA KETTENBURG				✓	WILLIAMS	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on SEP 04 2025

James M. Frisby
President of Council

Bethel
City Clerk

PURCHASING

AGREEMENT

CITY OF TRENTON, NEW JERSEY

BID2025-42

RES. NO. 25-330

PREVAILING WAGE APPLIES

AWARDED TO EARLE ASPHALT COMPANY

FOR THE RECONSTRUCTION OF PROSPECT STREET, MEMORIAL DRIVE, AND LIBERTY STREET
FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF TRAFFIC AND TRANSPORTATION

This Agreement, entered into this 5th Day of SEPTEMBER 2025 between the City of Trenton, a municipal corporation of the State of New Jersey, 'CITY' **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **EARLE ASPHALT COMPANY, P.O. BOX 556 FARMINGDALE, NJ 07727** ("Contractor"), witnesseth that:

WHEREAS. Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **IN AN AMOUNT NOT TO EXCEED \$1,323,813.13 FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM "NOTICE TO PROCEED".**

FIRST. A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO EARLE ASPHALT COMPANY FOR THE RECONSTRUCTION OF PROSPECT STREET, MEMORIAL DRIVE, AND LIBERTY STREET FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF TRAFFIC AND TRANSPORTATION FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM THE DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$1,323,813.13 - BID2025-42

3. The contract shall be submitted with contracts with the following:

PERFORMANCE BOND REQUIRED WITH SIGNED CONTRACTS

LABOR AND MATERIAL BOND REQUIRED WITH SIGNED CONTRACTS

MAINTENANCE BOND REQUIRED WITH SIGNED CONTRACTS

UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS

THE AWARDED CONTRACTOR SHALL BE REQUIRED TO SUBMIT A CERTIFIED PAYROLL RECORD TO THE DEPARTMENT OF LABOR AND WORKFORCES DEVELOPMENT HAS CREATED THIS PORTAL FOR CONTRACTORS TO REGISTER AND SUBMIT PAYROLLS: <https://www.nj.gov/abor/wageandhour/prevailing-rates/njwagehub.shtml> WITHIN TEN (10) DAYS OF PAYMENT OF THE WAGES.

Such performance by Contractor will be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

SECOND. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered, and accepted in full conformity to the aforementioned specifications and offer or proposal.

THIRD. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

FOURTH. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this provision shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

EIGHTH. During the performance of this contract, the contractor agrees as follows:

a. 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, or sex. 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, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, 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 contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union

or representative of workers with which he 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 CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. THE CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)

g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

i. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest:

Brandon L. Garcia, RMC
Municipal Clerk

10/7/25

Date

W. Reed Gusciora, Esq. Mayor
10-7-25

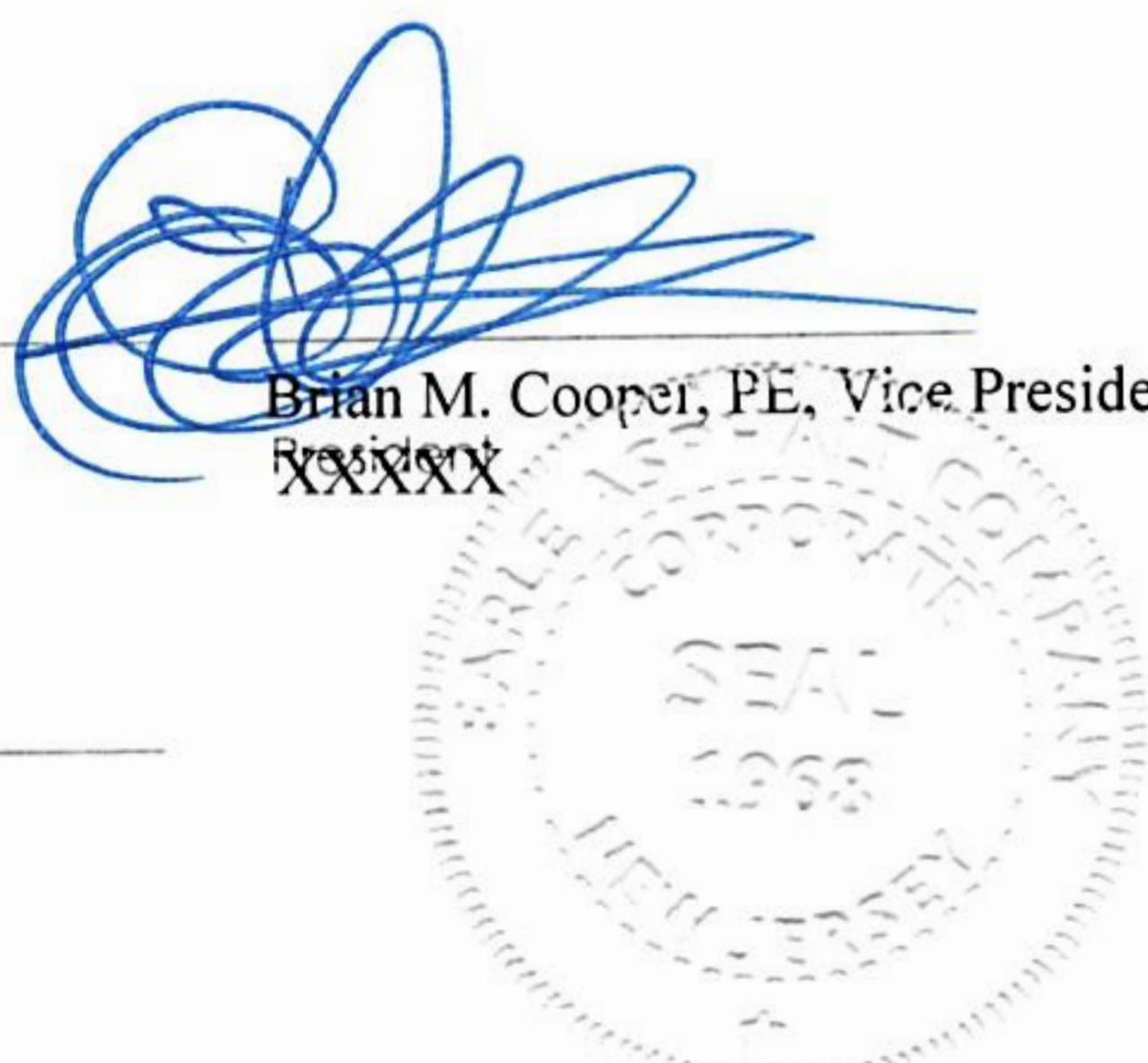
Date

and

EARLE ASPHALT COMPANY, P.O. BOX 556 FARMINGDALE, NJ 07727

CONTRACTOR SIGNATURE

Attest: Michael G. Earle
Michael G. Earle
Secretary



September 22, 2025

Date

September 22, 2025
DATE

Earle Asphalt Company

FORM OF PROPOSAL

Proposal For: Reconstruction of Prospect St., Memorial Dr., Liberty St. Improvements Project in the City of Trenton

The City of Trenton, 20 25

Gentlemen/Ladies:

I or We Earle Asphalt Company

of the Township of Wall in the state of New Jersey

Telephone# (732) 308-1113 Fax# (732) 308-1034

Hereby agree to provide the service as described in the specifications in accordance with the contract, plans and specifications on file in the office of the city engineer, for the following named price:

Item No.	NJDOT Pay Item No.	Qty	Unit	Description	Unit Price	Amount in Dollars
1	999999P	0	U	NO ITEM	\$ No Item	\$ No Item
2	159006M	100	U	DRUM	\$ 0.01	\$ 1.00
3	159009M	200	U	TRAFFIC CONE	\$ 0.01	\$ 2.00
4	159012M	85	SF	CONSTRUCTION SIGNS	\$ 15.00	\$ 1,275.00
5	159141M	800	HOUR	TRAFFIC DIRECTOR, FLAGGER	\$ 80.00	\$ 64,000.00
6	999999P	0	U	NO ITEM	\$ No Item	\$ No Item
7	160004M	1	DOLL	FUEL PRICE ADJUSTMENT	\$ 0.01	\$ 0.01
8	160007M	1	DOLL	ASPHALT PRICE ADJUSTMENT	\$ 0.01	\$ 0.01
9	999999P	0	U	NO ITEM	\$ No Item	\$ No Item
10	201003P	1	LS	CLEARING SITE	\$ 129,864.89	\$ 129,864.89
11	202009P	2624	CY	EXCAVATION, UNCLASSIFIED	\$ 25.00	\$ 65,600.00
12	999999P	0	U	NO ITEM	\$ No Item	\$ No Item
13	301006P	384	CY	SUBBASE	\$ 15.00	\$ 5,760.00
14	302036P	6821	SY	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	\$ 2.00	\$ 13,642.00

Earle Asphalt Company

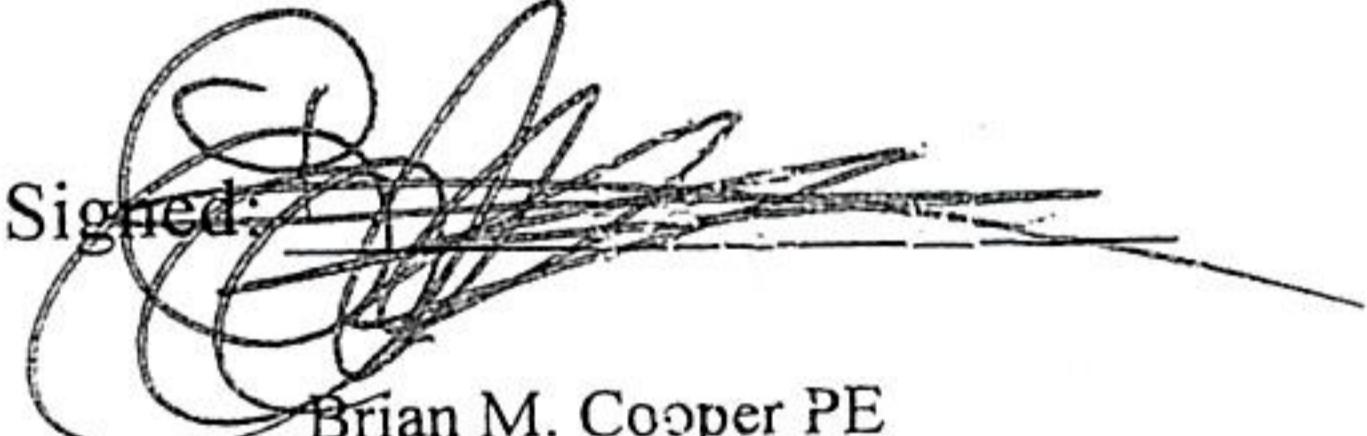
Item No.	NJDOT Pay Item No.	Qty	Unit	Description	Unit Price	Amount in Dollars
15	999999P	0	U	NO ITEM	\$ No Item	\$ No Item
16	401009P	12800	SY	HMA MILLING, 3" OR LESS	\$ 10.88	\$ 139,264.00
17	401021M	750	SY	HOT MIX ASPHALT PAVEMENT REPAIR	\$ 12.50	\$ 9,375.00
18	401027M	500	LF	POLYMERIZED JOINT ADHESIVE	\$ 0.01	\$ 5.00
19	401030M	1503	GAL	TACK COAT	\$ 0.01	\$ 15.03
20	401036M	1419	GAL	PRIME COAT	\$ 0.01	\$ 14.19
21	401042M	3282	T	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	\$ 80.00	\$ 262,560.00
22	401099M	1610	T	HOT MIX ASPHALT 25 M 64 BASE COURSE	\$ 80.00	\$ 128,800.00
23	999999P	0	U	NO ITEM	\$ No Item	\$ No Item
24	999999P	0	U	NO ITEM	\$ No Item	\$ No Item
25	602099M	26	U	RESET EXISTING CASTING	\$ 250.00	\$ 6,500.00
26	602153M	31	U	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	\$ 3,250.00	\$ 100,750.00
27	602210M	5	U	BICYCLE SAFE GRATE	\$ 600.00	\$ 3,000.00
28	602213M	5	U	CURB PIECE	\$ 500.00	\$ 2,500.00
29	999999P	0	U	NO ITEM	\$ No Item	\$ No Item
30	606012P	1781	SY	CONCRETE SIDEWALK, 4" THICK	\$ 105.00	\$ 187,005.00
31	606057P	200	SY	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	\$ 115.00	\$ 23,000.00
32	606084P	72	SY	DETECTABLE WARNING SURFACE	\$ 230.00	\$ 16,560.00
33	607021P	568	LF	9" X 18" CONCRETE VERTICAL CURB	\$ 65.00	\$ 36,920.00
34	607NS01	912	LF	9" X 18" CONCRETE VERTICAL CURB AND GUTTER	\$ 65.00	\$ 59,280.00
35	610003M	3583	LF	TRAFFIC STRIPES, 4"	\$ 1.00	\$ 3,583.00
36	610009M	1598	SF	TRAFFIC MARKINGS	\$ 6.00	\$ 9,588.00
37	610016M	58	LF	TRAFFIC MARKING LINES, 12"	\$ 3.00	\$ 174.00
38	610017M	2284	LF	TRAFFIC MARKING LINES, 24"	\$ 6.00	\$ 13,704.00

Earle Asphalt Company

Item No.	NJDOT Pay Item No.	Qty	Unit	Description	Unit Price	Amount in Dollars
39	612003P	266	SF	REGULATORY AND WARNING SIGN	\$ 45.00	\$ 11,970.00
40	651255M	50	U	RESET WATER VALVE BOX	\$ 0.01	\$ 0.50
41	652435M	15	U	RESET MANHOLE, SANITARY SEWER, USING NEW CASTING	\$ 1,500.00	\$ 22,500.00
42	653084M	50	U	RESET GAS VALVE BOX	\$ 0.01	\$ 0.50
43	999999P	0	U	NO ITEM	\$ No Item	\$ No Item
44	804000P	300	SY	TOPSOIL SPREADING 5" THICK	\$ 20.00	\$ 6,000.00
45	806006P	300	SY	FERTILIZING AND SEEDING, TYPE A-3	\$ 1.00	\$ 300.00
46	809003M	300	SY	STRAW MULCHING	\$ 1.00	\$ 300.00

Bid Price: \$ 1,323,813.13
 (Includes all item listed above)

Bid Price in Words: One Million, Three Hundred Twenty Three Thousand, Eight Hundred Thirteen Dollars and Thirteen Cents
 (Includes all item listed above)

Signed: 
 Brian M. Cooper PE
 Title: Vice President of Engineering

Date: July 15, 2025

NOTE: This is a Unit Price Bid. The Unit Prices provided for each item are dispositive of the Bidders intent. The total Amount Bid is the correct sum of the Unit Prices bid multiplied by the Proposal quantities. Errors by the Bidder in determining the Amount Bid for an item or the correct Total Amount Bid or in expressing the correct Total Amount Bid in words will be corrected by the Engineer or OWNER.

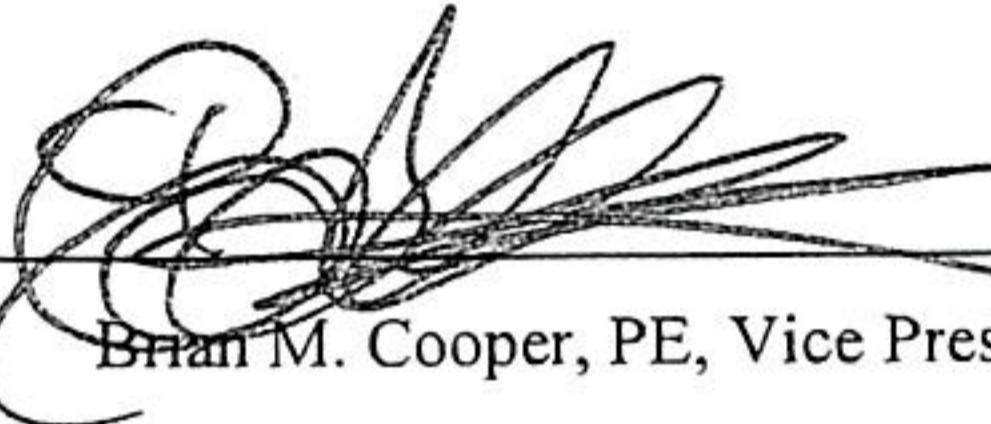
CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, proposers may hold their bid consideration beyond sixty days or until the contract is awarded.

Check here if you are willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

Check here if you are not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE



Brian M. Cooper, PE, Vice President of Engineering