

August 12, 2020

**NUMBER** 336-2020

**FILE:**

**A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT TO WHIRL CONSTRUCTION, INC., 194 MAIN STREET, P.O. BOX 110, PORT MONMOUTH, NEW JERSEY 07758 FOR THE CENTRAL PLAYGROUND IMPROVEMENTS PROJECT UNDER THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ) CO-OP CONTRACT #20/21-02 IN AN AMOUNT NOT TO EXCEED \$84,508.00**

**WHEREAS**, the City of Orange Township desires to improve the playground equipment at Central Playground; and

**WHEREAS**, per Resolution 74-2020, the City of Orange Township entered into a cooperative pricing agreement with Educational Services Commission of New Jersey (ESCNJ), a copy of which is attached hereto; and

**WHEREAS**, the City of Orange Township desires to purchase and install playground equipment with Whirl Construction, Inc., for the Central Playground Improvements Project; and

**WHEREAS**, the Chief Financial Officer of the City of Orange Township has prepared the Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds in the amount of \$84,508.00 will be available for this purpose in Account No. T-14-19-405-002-019.

**NOW, THEREFORE, BE IT RESOLVED** that the proper officers of the City of Orange Township be and are hereby authorized the purchase and installation of playground equipment with Whirl Construction, Inc., for the Central Playground Improvements Project pursuant to the ESCNJ Co-Op Contract in an amount not to exceed \$84,508.00.

**Adopted:**

\_\_\_\_\_  
**Joyce L. Lanier**  
 City Clerk

\_\_\_\_\_  
**Kerry J. Coley**  
 Council President

*Vaughn Parchment on behalf of the City Attorney*  
 \_\_\_\_\_  
 CITY ATTORNEY





**Whirl Construction**  
ESTABLISHED 1982

**PROPOSAL / AGREEMENT**

194 Main Street, P.O. Box 110, Port Monmouth, NJ 07758  
Phone (732) 495-3715  
Email: [info@whirlconstruction.net](mailto:info@whirlconstruction.net)  
[www.whirlconstruction.net](http://www.whirlconstruction.net)

Page 1 of 2

City of Orange Ph: 973-266-4047 7/1/20  
[K.Pressey@ci.orange.nj.us](mailto:K.Pressey@ci.orange.nj.us)

<i>PROPOSAL SUBMITTED TO</i>	<i>PHONE</i>	<i>DATE</i>
29 North Day Street	Orange, New Jersey 07050	051320B
<i>STREET</i>	<i>CITY STATE ZIP</i>	<i>QUOTE#</i>
Keith Pressley	Central Avenue Park - swings	City of Orange
<i>ATTN</i>	<i>JOB NAME</i>	<i>LOCATION</i>

We hereby submit specifications and estimates for:

Site Prep/Demo 33 tons.....\$24,750.00

Supply and Install :  
1,920 sq. ft. of Poured-in-Place – 50/50-  
Black/One standard color @ 3.5 “ depth.....\$26,688.00

**\*(Please Note: Above pricing is based on ESCNJ Contract 20/21-02)**

**THIS FORM MUST BE SIGNED AND RETURNED TO SCHEDULE INSTALLATION**  
Notes: Unless otherwise stated, Whirl is not responsible for accepting delivery or storage of equipment, or site preparation. Permit(s) and permit fees, if required, are the responsibility of the customer. Site security for rubber safety surface installation by others. Sharp objects (i.e., sports spikes, heeled shoes, etc.) will damage rubber surface and void surface warranties. Unforeseen subsurface obstructions may incur additional charges. The owner or general contractor shall hold Whirl harmless in the event of injury due to lack of, or insufficient, resilient surface. Customer is responsible for disposal of packing material. All excavated material is to remain on site. Unless otherwise stated, it is assumed that we are working on a flat, dirt surface. Owner is responsible for direct access to site for large trucks. All work is to be done in one move. Customer is responsible for locating any privately owned utilities. Any unmarked utilities damaged during contracted work will be the responsibility of the owner or his representative. ALL Equipment Installed Per Manufacturers' Specifications. Finance charge of 1.5% will be added where applicable on payments rec'd after net 30 days. Add tax where applicable.

We propose: hereby to furnish material and labor - complete in accordance with above specifications, for the sum of  
**Fifty-one thousand four hundred thirty-eight dollars..... DOLLAR \$51,438.00**

Payment to be made as follows:

**Purchase order due with signed proposal.**

All material is guaranteed specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or division from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: Jim Davis  
Jim Davis

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

WARRANTY OF AUTHORITY- Each person who executes this contract on behalf of any entity represents and warrants that he or she has the authority of the shareholders, and/or members, and/or officers, to execute on behalf of said entity, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

APPLICABLE LAW- All parties to this contract hereby agree that this contract is to be deemed accepted, executed and delivered in the Township of Middletown, County of Monmouth, State of New Jersey and that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

AMENDMENTS- Any amendments to this contract shall be in writing and signed by both parties  
CAPTIONS- The captions, headings, and arrangements used in this contract are for the convenience only and do not in any way effect, limit, amplify, or modify the terms and provisions hereof.

NOTICES- Any notice required or desired to be given pursuant to this contract shall be in writing and mailed certified mail to the respective parties.

BINDING EFFECT- This contract shall be in binding on all parties hereto, and shall insure to the benefit of the successors and assigns of the parties hereto.

CONSTRUCTION- Each party to this contract has reviewed this contract prior to execution. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party and shall not be employed in the interpretation of this contract.

EFFECT OF BREACH OF CONTRACT- In the event either party breaches this contract, either party may avail itself of all remedies provided by law or equity.

ATTORNEY'S FEES- In the event of a breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees in connection with the enforcement, and/or defense of this contract.

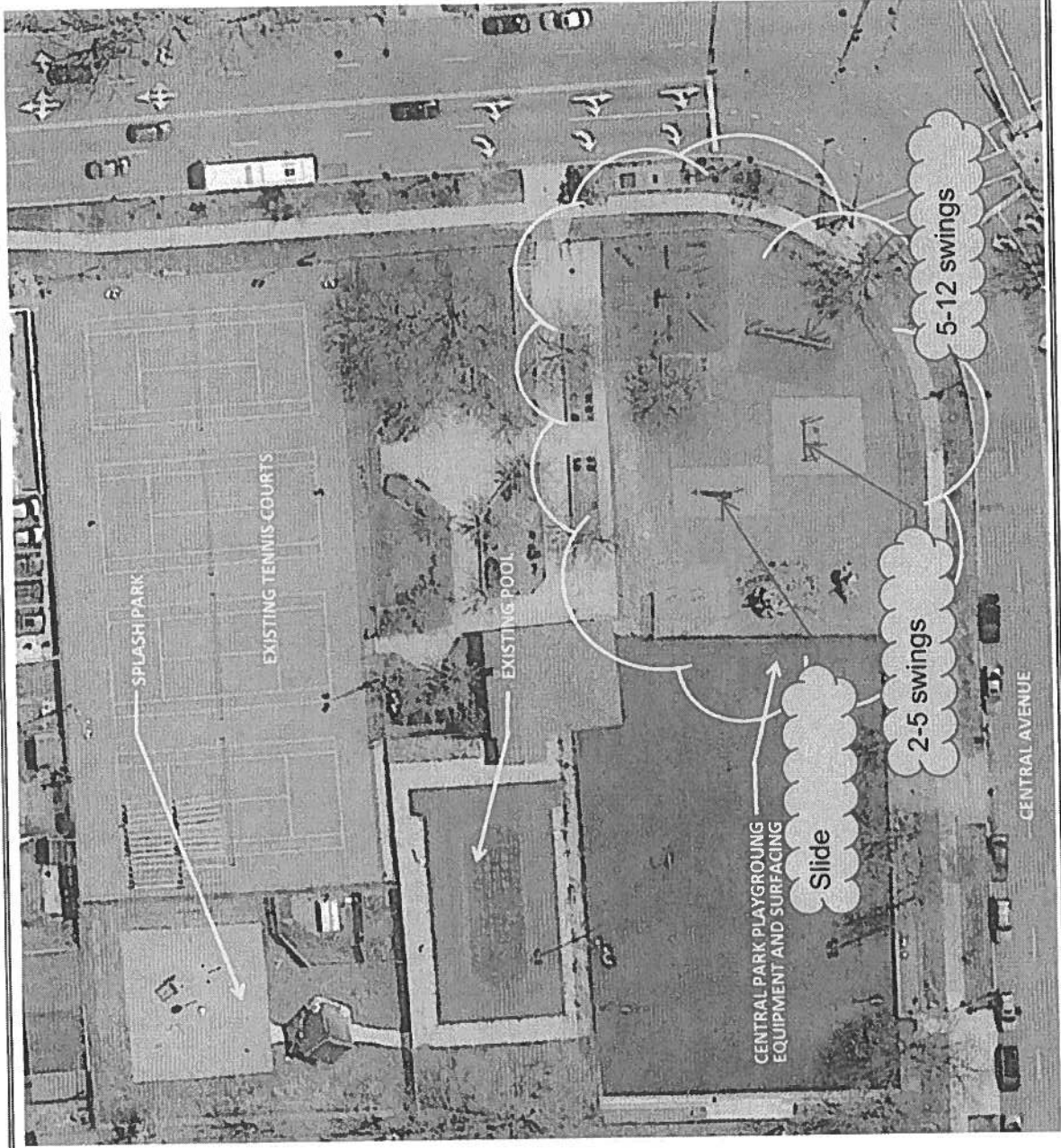
ENTIRE CONTRACT- This contract constitutes the parties complete and exclusive statement of their contract on the subject matter covered by this contract, and it supersedes all previous contracts, promises, and/or representations regarding the subject matter.

Date of acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

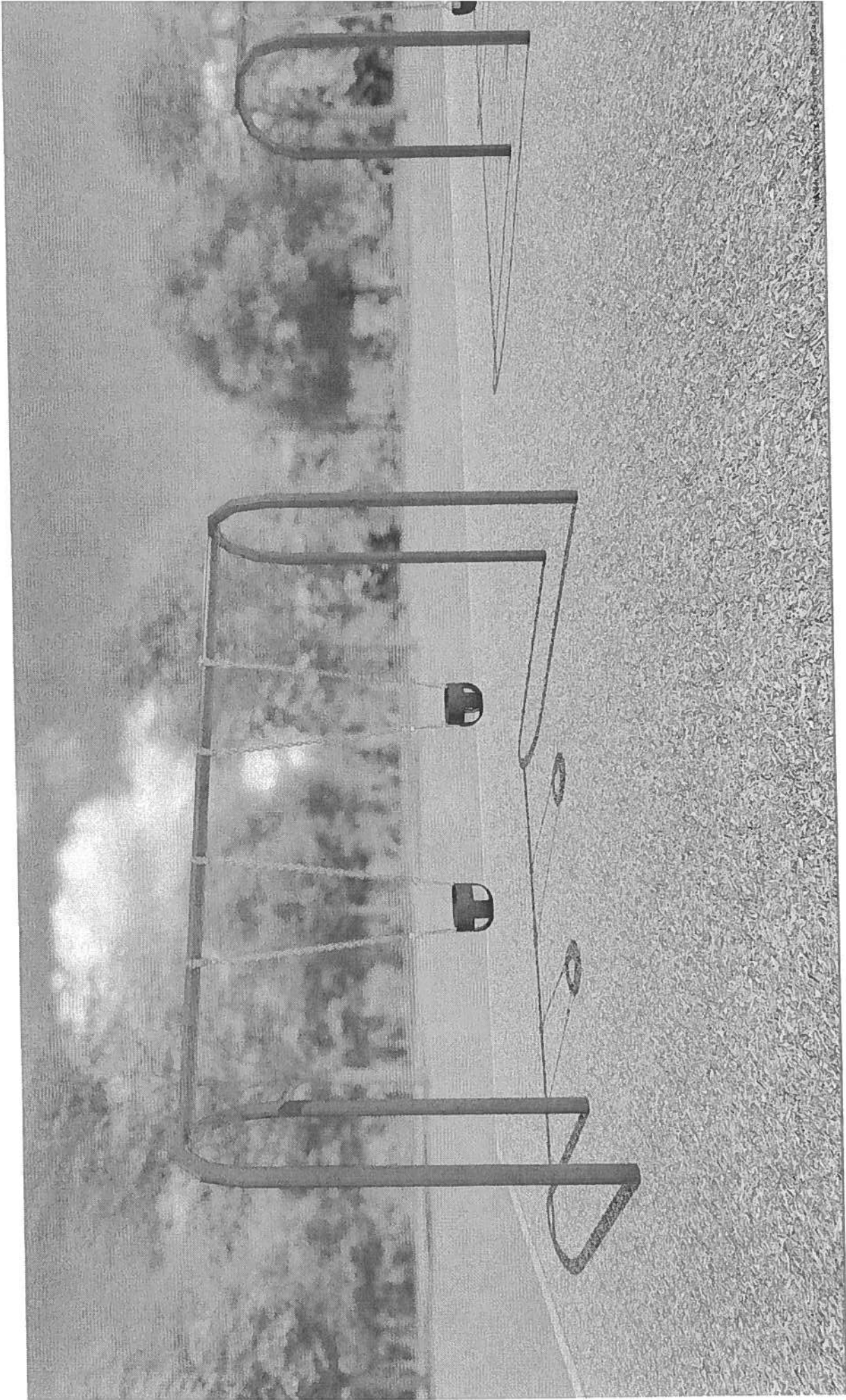


**CENTRAL PLAYGROUND  
IMPROVEMENTS  
CONCEPT PLAN**

CITY OF ORANGE TOWNSHIP  
ESSEX COUNTY, NEW JERSEY

**Location**

L1



Central Park  
Orange, NJ  
View A



Central Park  
Orange, NJ  
View B



194 Main Street, P.O. Box 110, Port Monmouth, NJ 07758  
 Phone (732) 495-3715  
 Email: [info@whirlconstruction.net](mailto:info@whirlconstruction.net)  
[www.whirlconstruction.net](http://www.whirlconstruction.net)

City of Orange Ph: 973-266-4047 7/1/20  
**GDeBlasio@maserconsulting.com**

PROPOSAL SUBMITTED TO	PHONE	DATE
29 North Day Street	Orange, New Jersey 07050	062020B
STREET	CITY STATE ZIP	QUOTE#
Gus DeBlasio	Central Avenue Park – slide / climber	City of Orange
ATTN	JOB NAME	LOCATION

*We hereby submit specifications and estimates for:*

Site Prep/Demo @ 25.5 tons.....\$19,125.00

Supply and Install :

625 sq. ft. of Poured-in-Place – 50/50-  
 Black/One standard color @ 3.5 “ depth.....\$ 8,781.25

425 sq. ft. of Poured-in-Place-50/50-  
 Black/One standard color @ 2.5” depth.....\$ 5,163.75

**\*(Please Note: Above pricing is based on ESCNJ Contract 20/21-02)**

**THIS FORM MUST BE SIGNED AND RETURNED TO SCHEDULE INSTALLATION**

Notes: Unless otherwise stated, Whirl is not responsible for accepting delivery or storage of equipment, or site preparation. Permit(s) and permit fees, if required, are the responsibility of the customer . Site security for rubber safety surface installation by others. Sharp objects (i.e., sports spikes, heeled shoes, etc.) will damage rubber surface and void surface warranties. Unforeseen subsurface obstructions may incur additional charges. The owner or general contractor shall hold Whirl harmless in the event of injury due to lack of, or insufficient, resilient surface. Customer is responsible for disposal of packing material. All excavated material is to remain on site. Unless otherwise stated, it is assumed that we are working on a flat, dirt surface. Owner is responsible for direct access to site for large trucks. All work is to be done in one move. Customer is responsible for locating any privately owned utilities. Any unmarked utilities damaged during contracted work will be the responsibility of the owner or his representative. ALL Equipment Installed Per Manufacturers’ Specifications. Finance charge of 1.5% will be added where applicable on payments rec’d after net 30 days. Add tax where applicable.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:  
**Thirty three thousand seventy dollars and 30/100..... DOLLAR 33,070.00**

Payment to be made as follows:  
**Purchase order due with signed proposal.**

All material is guaranteed specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or division from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance.



Authorized Signature: Jim Davis  
Jim Davis

Note: This proposal maybe withdrawn by us if not accepted within 30 days.

*Acceptance of proposal:* The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

**WARRANTY OF AUTHORITY-** Each person who executes this contract on behalf of any entity represents and warrants that he or she has the authority of the shareholders, and/or members, and/or officers, to execute on behalf of said entity, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

**APPLICABLE LAW-** All parties to this contract hereby agree that this contract is to be deemed accepted, executed and delivered in the Township of Middletown, County of Monmouth, State of New Jersey and that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

**AMENDMENTS-** Any amendments to this contract shall be in writing and signed by both parties.  
**CAPTIONS-** The captions, headings, and arrangements used in this contract are for the convenience only and do not in any way effect, limit, amplify, or modify the terms and provisions hereof.

**NOTICES-** Any notice required or desired to be given pursuant to this contract shall be in writing and mailed certified mail to the respective parties.

**BINDING EFFECT-** This contract shall be in binding on all parties hereto, and shall insure to the benefit of the successors and assigns of the parties hereto.

**CONSTRUCTION-** Each party to this contract has reviewed this contract prior to execution. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party and shall not be employed in the interpretation of this contract.

**EFFECT OF BREACH OF CONTRACT-** In the event either party breaches this contract, either party may avail itself of all remedies provided by law or equity.

**ATTORNEY'S FEES-** In the event of a breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees in connection with the enforcement, and/or defense of this contract.

**ENTIRE CONTRACT-** This contract constitutes the parties complete and exclusive statement of their contract on the subject matter covered by this contract, and it supersedes all previous contracts, promises, and/or representations regarding the subject matter.

Date of acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_



MRC  
 PO Box 106  
 Spring Lake, NJ 07762  
 Ph: 732-458-1111  
 Fx: 732-974-0226  
 Email: MRC@GAMETIME.COM  
 Web: www.mrcrec.com

06/29/2020  
 Quote #101622-01-01

## NJ Orange Township City of Central Playground Apollo Net

Orange Township, City of  
 Attn: Keith Pressey  
 29 North Day Street  
 Orange, NJ 07050  
 Phone: 973-266-4047  
 Fax: 973-676-1593  
 K.Pressey@ci.orange.nj.us

Ship to Zip 07050

Quantity	Part #	Description	
1	3140	GameTime - KidNetix Apollo	
1	INSTALL	GameTime - Installation by a Certified GameTime Installer	
			<b>Total \$24,420.87</b>

**Comments**

ESCNJ Contract #ESCNJ 20/21-06

Shipping to Orange, NJ.

Installation by a Certified GameTime Installer is included in the above price.

No safety surfacing is included.

Sales tax is not included. Please supply a copy of your tax exempt certificate when placing your order.

KD/ja

**CHOOSE YOUR COLOR SCHEME: IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY "PLAY PALETTES" LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: [www.gametime.com](http://www.gametime.com). INDICATE YOUR SELECTION BELOW. GAMETIME PLAY PALETTE:**

**NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.**



MRC  
PO Box 106  
Spring Lake, NJ 07762  
Ph: 732-458-1111  
Fx: 732-974-0226  
Email: MRC@GAMETIME.COM  
Web: www.mrcrc.com

06/29/2020  
Quote #101622-01-01

## NJ Orange Township City of Central Playground Apollo Net

This quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to MRC, Inc. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

**PRICING / PAYMENT:** This quote is valid for 30 days from date of quotation. Payment terms: Purchase order made payable to MRC, Inc. Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

**TAXES:** State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

**FREIGHT/SHIPMENT:** Freight charges: Prepaid and added at time of invoicing. Shipment: order will ship within 30-45 days after MRC's receipt and acceptance of your PURCHASE ORDER, signed quotation and color selections.

**RECEIPT OF GOODS:** Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

**INSTALLATION:** Installation by a Gametime Certified Installer.

- Installation assumes a flat, dirt surface with no grading preparation required.
- Gametime's installer is not responsible for any site preparation, and/or grading.
- Customer is responsible for calling **888-DIG-SAFE** a minimum of 72 hours before installation is to begin.
- Direct access is required for large construction vehicles. All work is to be done in one move.
- All excavated material is to remain on site.
- Customer is responsible for accepting delivery, storage of equipment and transporting equipment from storage to the site, if storage is other than installation site.
- Customer will be responsible for unloading the truck and disposal of packaging.
- The installation of the safety surfacing and/or border timbers is not included in the above price.
- Unforeseen subsurface obstructions may incur additional charges.

**EXCLUSIONS:** unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; safety surfacing; borders and drainage provisions.

**TO ORDER:** Please complete the acceptance portion of this quotation and provide color selections, purchase order and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.



MRC  
PO Box 106  
Spring Lake, NJ 07762  
Ph: 732-458-1111  
Fx: 732-974-0226  
Email: MRC@GAMETIME.COM  
Web: www.mrcrec.com

06/29/2020  
Quote #101622-01-01

## NJ Orange Township City of Central Playground Apollo Net

**Acceptance of quotation: (ALL INFORMATION REQUIRED)**

Accepted By (printed): \_\_\_\_\_ P.O. No: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Purchase Amount: \$24,420.87

**Order Information: (ALL INFORMATION REQUIRED)**

Bill To: \_\_\_\_\_ Ship To: \_\_\_\_\_  
Bill To Contact: \_\_\_\_\_ Ship To Contact: \_\_\_\_\_  
Bill To Email: \_\_\_\_\_ Ship To Email: \_\_\_\_\_  
Bill To Phone: \_\_\_\_\_ Ship To Phone: (Office): \_\_\_\_\_  
(Cell): \_\_\_\_\_  
Bill to Address: \_\_\_\_\_ Ship To Address: \_\_\_\_\_  
Bill To City, State, Zip: \_\_\_\_\_ Ship To City, State, Zip: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_  
(PLEASE PROVIDE A COPY OF CERTIFICATE)



MRC  
 PO Box 106  
 Spring Lake, NJ 07762  
 Ph: 732-458-1111  
 Fx: 732-974-0226  
 Email: MRC@GAMETIME.COM  
 Web: www.mrcrec.com

06/30/2020  
 Quote #101627-01-01

## NJ Orange Township City of Central Playground Stainless Steel Slide

Orange Township, City of  
 Attn: Keith Pressey  
 29 North Day Street  
 Orange, NJ 07050  
 Phone: 973-266-4047  
 Fax: 973-676-1593  
 K.Pressey@cl.orange.nj.us

Ship to Zip 07050

Quantity	Part #	Description	
1	8681	GameTime - 6'-0" S.S. Straight Chuter, F/S	
1	INSTALL	GameTime - Installation by a Certified GameTime Installer	
			<b>Total \$10,750.15</b>

**Comments**

ESCNJ Contract #ESCNJ 20/21-06

Shipping to Orange, NJ.

Installation by a Certified GameTime Installer is included in the above price.

No safety surfacing is included.

Sales tax is not included. Please supply a copy of your tax exempt certificate when placing your order.

KD/ja  
**CHOOSE YOUR COLOR SCHEME: IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY "PLAY PALETTES" LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: [www.gametime.com](http://www.gametime.com). INDICATE YOUR SELECTION BELOW. GAMETIME PLAY PALETTE:**  
 \_\_\_\_\_  
**NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.**



MRC  
 PO Box 106  
 Spring Lake, NJ 07762  
 Ph: 732-458-1111  
 Fx: 732-974-0226  
 Email: MRC@GAMETIME.COM  
 Web: www.mrcrec.com

06/30/2020  
 Quote #101627-01-01

## NJ Orange Township City of Central Playground Stainless Steel Slide

**Acceptance of quotation: (ALL INFORMATION REQUIRED)**

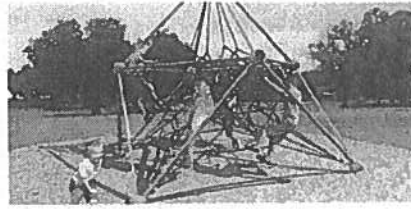
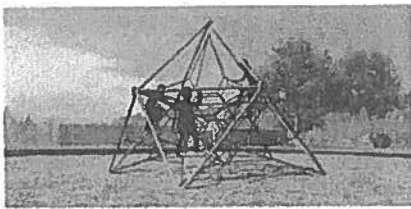
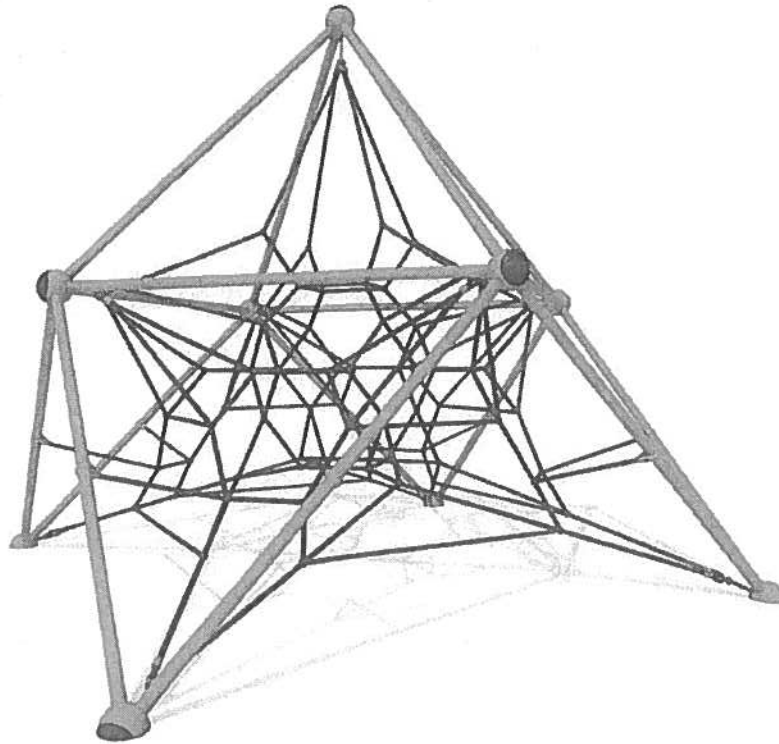
Accepted By (printed): _____	P.O. No: _____
Signature: _____	Date: _____
Title: _____	Phone: _____
Email: _____	Facsimile: _____

Purchase Amount: \$10,750.15

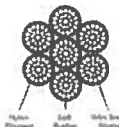
**Order Information: (ALL INFORMATION REQUIRED)**

Bill To: _____	Ship To: _____
Bill To Contact: _____	Ship To Contact: _____
Bill To Email: _____	Ship To Email: _____
Bill To Phone: _____	Ship To Phone: (Office): _____
	(Cell): _____
Bill to Address: _____	Ship To Address: _____
Bill To City, State, Zip: _____	Ship To City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_  
 (PLEASE PROVIDE A COPY OF CERTIFICATE)



Close sections of ropes used at KidNetix Climbers



Built for Strength

Each rope is constructed from individual low-stretch fibers to ensure a long life span and safety.

Each strand has a tensile strength of up to 1.5 tons and each rope has a maximum load capacity of up to 12.5 tons.

KidNetix Apollo is a fun and challenging freestanding climber that encourages social play, enhances problem solving, and offers different climbing experiences each time it is used. Its compact size yet ample child capacity make it an ideal choice for adding additional play to a new or existing play area.

### Features and Benefits:

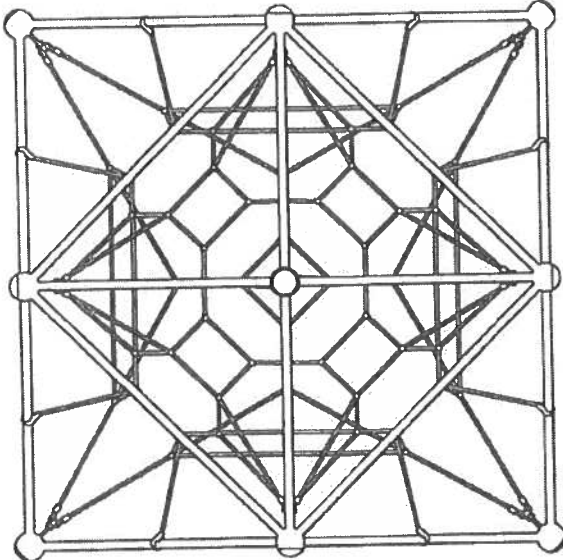
- Multi-faceted rope design offers varying degrees of challenge
- Engages upper and lower core muscle groups
- Meets ASTM, CPSC, CSA, and EN standards
- Constructed of durable, recyclable, low maintenance materials
- Encourages decision-making
- Supports positive risk-taking

Model: 3140  
 Use Zone: 25' X 25'  
 Age Group: 5 to 12 Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information

24'-6"

24'-6"



KIDNETIX APOLLO  
3140

**THIS DRAWING CANNOT BE  
ALTERED IN ANY WAY. IF CHANGES  
ARE REQUIRED PLEASE CONTACT  
YOUR GAMETIME REPRESENTATIVE  
@ 1-800-235-2440.**





A PLAYCORE Company

# Stainless Steel Slide



GameTime's 6' Stainless Steel Slide is a playground classic. Made from 16-gauge stainless steel, the slide is a durable play event that will stand the test of time, and bring fun to your play space for years to come. The end chute is nearly at ground level to slow the user for exiting, but still allows drainage to reduce maintenance.

## Features and Benefits:

- One piece, seamless bedway
- 16-gauge stainless steel bedway
- 18-gauge stainless steel bed rails
- End of chute nearly level to ground to slow user for exit
- Chute allows for water drainage

Model: 8681  
Use Zone: 15' 3in X 28' 7in  
Fall Height: 6'  
Age Group: 5 to 12 Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

DATE February 18, 2020

NUMBER 74-202C

**TITLE: A RESOLUTION AUTHORIZING THE CITY OF ORANGE TOWNSHIP TO ENTER INTO A COOPERATIVE PRICING SYSTEM RENEWAL AGREEMENT WITH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY FOR THE PURCHASE OF GOODS AND SERVICES.**

**WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and**

**WHEREAS, The Educational Services Commission of New Jersey hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and**

**WHEREAS, the City of Orange Township desires to enter into a renewal agreement with the Educational Services Commission of New Jersey to renew membership, a copy of which is attached hereto and made a part hereof as if set forth in length herein.**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Orange Township hereby authorizes the Mayor of the City of Orange Township to renew membership with the Lead Agency.

**BE IT FURTHER RESOLVED,** that the Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) and all other provisions of the revised statutes of the State of New Jersey.

Adopted: **February 18, 2020**



Joyce D. Lahler  
City Clerk



Tency A. Eason  
Council President

APPROVED AS TO FORM, SUFFICIENCY AND LEGALITY

*Walter P. ...*  
City Attorney

CITY ATTORNEY



The Educational Services Commission of New Jersey  
NJ State Approved Co-op #65MCESSCCPS

ESCNI AWARDED VENDORS

**HVAC**

Core Mechanical, Inc.  
Envirocon  
Hutchins HVAC, Inc.  
Inline Air Conditioning Company, Inc.  
Airhandler's Mechanical Services, Inc.  
Hutchins H.V.A.C., Inc.  
Liberty Mechanical Contractors, Inc.  
Lighton Industries, Inc.  
McCloskey Mechanical Contractors, Inc.  
Midcoast Mechanical, Inc.

**Job Order Contracting**

Consultant - Gordian

**Lawn Care**

Central Irrigation Supply, Inc.  
JCW, Inc. dba Natural Green Lawn Care

**Planning for Lead Testing Consulting Services**

Tectonic Engineering & Surveying Consultants P.C.  
TTI Environmental, Inc.  
Whitman

**Lighting**

Tristate LED, Inc.

**Lockers**

Nickerson Corporation

**Medical**

School Health Corporation  
School Nurse Supply, Inc.  
V.E. Ralph & Sons, Inc.

**Maintenance and Repair Services for  
Vehicles & Equipment 14,000 lbs.**

GVWR and Greater  
Bellmawr Truck Repair Co., Inc.  
Elizabeth Truck Center

**Musical**

K & S Music  
Music & Arts  
Zita Corporation DBA Elefante Music

**Nursing Services**

Delta-T Group North Jersey, Inc.

**Occupational & Physical Therapy Services**

Cumberland Therapy Services, LLC

**Office Supplies**

W. B. Mason Company, Inc.

**Paper**

W B Mason Company, Inc.

**Paving**

Garden State Sealing, Inc.  
Murray Paving & Concrete, LLC

**Pest Control Services**

Alliance Pest Services

**Playground**

Ben Shaffer Recreation, Inc.  
Downes Forest Products, LLC  
Marturano Recreation Company, Inc.  
Rubberrecycle, LLC  
Whirl Corporation, Inc.

**Plumbing**

Magic Touch Construction Co., Inc.

**Pool**

Leslie's Poolmart, Inc.  
Main Line Commercial Pools, Inc.

**Printing**

Allegra/Princeton  
Apex Printing Services  
Atlantic Envelope Company

**BONDED RUBBER SURFACING**

Vendor	Product #	Product Description	ESCN1 Price (per square foot)	Install 0-999 sq. ft.	Install 1,000-3,499 sq. ft.	Install 3,500+ sq. ft.
Whirl Corporation, Inc.	WBR1.5	Duraturf 1.5" *	\$7.80	\$3.50	\$4.50	\$4.50
Whirl Corporation, Inc.	WBR2	Duraturf 2" *	\$8.90	\$3.50	\$4.50	\$4.50
Whirl Corporation, Inc.	WBR2.5	Duraturf 2.5" *	\$9.60	\$3.50	\$4.50	\$4.50
Whirl Corporation, Inc.	WBR3	Duraturf 3" *	\$11.90	\$3.50	\$4.50	\$4.50
Whirl Corporation, Inc.	WBR3.5	Duraturf 3.5" *	\$12.95	\$3.50	\$4.50	\$4.50
Whirl Corporation, Inc.	WBR4	Duraturf 4" *	\$13.10	\$3.50	\$4.50	\$4.50
Whirl Corporation, Inc.	WBR4.5	Duraturf 4.5" *	\$13.25	\$3.50	\$4.50	\$4.50
Whirl Corporation, Inc.	WBR5	Duraturf 5" *	\$13.40	\$3.50	\$4.50	\$4.50

\* 2 color mix maximum from color palette to be chosen by member. Whirl Corporation, Inc. offers a quick pay discount-1%/15 days.

**POURED RUBBER SURFACING**

Vendor	Product #	Product Description	ESCN1 Price (per square foot)	Install 0-999 sq. ft.	Install 1,000-3,499 sq. ft.	Install 3,500+ sq. ft.
Whirl Corporation, Inc.	WPIPTCX	Duraturf .5" top coat	\$4.50	\$5.50	\$5.00	\$4.50
Whirl Corporation, Inc.	WPIP1.5X	Duraturf 1.5" 50/50 Mix of black & 1 color	\$7.50	\$3.25	\$3.45	\$3.65
Whirl Corporation, Inc.	WPIP2X	Duraturf 2" 50/50 Mix of black & 1 color	\$7.95	\$3.25	\$3.45	\$3.65
Whirl Corporation, Inc.	WPIP2.5X	Duraturf 2.5" 50/50 Mix of black & 1 color	\$8.90	\$3.25	\$3.45	\$3.65
Whirl Corporation, Inc.	WPIP3X	Duraturf 3" 50/50 Mix of black & 1 color	\$9.65	\$3.65	\$3.50	\$3.65
Whirl Corporation, Inc.	WPIP3.5X	Duraturf 3.5" 50/50 Mix of black & 1 color	\$10.40	\$3.65	\$3.50	\$3.65
Whirl Corporation, Inc.	WPIP4X	Duraturf 4" 50/50 mix of black & 1 color	\$10.90	\$3.90	\$3.75	\$3.75
Whirl Corporation, Inc.	WPIP4.5X	Duraturf 4.5" 50/50 mix of black & 1 color	\$11.30	\$3.90	\$3.75	\$3.75
Whirl Corporation, Inc.	WPIP5X	Duraturf 5" 50/50 mix of black & 1 color	\$11.90	\$4.15	\$4.00	\$4.00
Whirl Corporation, Inc.	WPIP6X	Duraturf 6" 50/50 mix of black & 1 color	\$12.40	\$4.15	\$4.00	\$4.00

Vendor	Product #	Product Description	ESCN1 Price (per square foot)	Install 0-999 sq. ft.	Install 1,000-3,499 sq. ft.	Install 3,500+ sq. ft.
Whirl Corporation, Inc.	WPIPTCB	Duraturf .5" top coat	\$3.00	\$5.50	\$5.00	\$4.50
Whirl Corporation, Inc.	WPIP1.5B	Duraturf 1.5" 100% Black PIP	\$6.10	\$3.25	\$3.45	\$3.65
Whirl Corporation, Inc.	WPIP2B	Duraturf 2" 100% Black PIP	\$6.80	\$3.25	\$3.45	\$3.65
Whirl Corporation, Inc.	WPIP2.5B	Duraturf 2.5" 100% Black PIP	\$7.90	\$3.25	\$3.45	\$3.65
Whirl Corporation, Inc.	WPIP3B	Duraturf 3" 100% Black PIP	\$8.60	\$3.65	\$3.50	\$3.50
Whirl Corporation, Inc.	WPIP3.5B	Duraturf 3.5" 100% Black PIP	\$8.90	\$3.65	\$3.50	\$3.50
Whirl Corporation, Inc.	WPIP4B	Duraturf 4" 100% Black PIP	\$9.20	\$3.90	\$3.75	\$3.75
Whirl Corporation, Inc.	WPIP4.5B	Duraturf 4.5" 100% Black PIP	\$9.30	\$3.90	\$3.75	\$3.75
Whirl Corporation, Inc.	WPIP5B	Duraturf 5" 100% Black PIP	\$9.60	\$4.15	\$4.00	\$4.00
Whirl Corporation, Inc.	WPIP6B	Duraturf 6" 100% Black PIP	\$9.70	\$4.15	\$4.00	\$4.00

**POURED RUBBER SURFACING - CONTINUED**

Vendor	Product #	Product Description	ESCN1 Price (per square foot)	Install 0-999 sq. ft.	Install 1,000-3,499 sq. ft.	Install 3,500+ sq. ft.
Whirl Corporation, Inc.	WPIPTCC	Duraturf .5" top coat	\$5.00	\$5.50	\$5.00	\$4.50
Whirl Corporation, Inc.	WPIP1.5C	Duraturf 1.5" 100% Color PIP	\$9.95	\$3.25	\$3.45	\$3.65
Whirl Corporation, Inc.	WPIP2C	Duraturf 2" 100% Color PIP	\$10.70	\$3.25	\$3.45	\$3.65
Whirl Corporation, Inc.	WPIP2.5C	Duraturf 2.5" 100% Color PIP	\$11.55	\$3.25	\$3.45	\$3.65
Whirl Corporation, Inc.	WPIP3C	Duraturf 3" 100% Color PIP	\$12.30	\$3.65	\$3.50	\$3.65
Whirl Corporation, Inc.	WPIP3.5C	Duraturf 3.5" 100% Color PIP	\$13.25	\$3.65	\$3.50	\$3.65
Whirl Corporation, Inc.	WPIP4C	Duraturf 4" 100% Color PIP	\$13.40	\$3.90	\$3.75	\$3.75
Whirl Corporation, Inc.	WPIP4.5C	Duraturf 4.5" 100% Color PIP	\$13.05	\$3.90	\$3.75	\$3.75
Whirl Corporation, Inc.	WPIP5C	Duraturf 5" 100% Color PIP	\$13.75	\$4.15	\$4.00	\$4.00
Whirl Corporation, Inc.	WPIP6C	Duraturf 6" 100% Color PIP	\$13.90	\$4.15	\$4.00	\$4.00

Whirl Corporation, Inc. offers a quick pay discount-1%/15 days.

**SYNTHETIC TURF SAFETY SURFACING - WHIRL TURF**

Vendor	Color	Product Description	ESCN1 Price (per square foot)	Install 0-999 sq. ft.	Install 1,000-3,499 sq. ft.	Install 3,500+ sq. ft.
Whirl Corporation, Inc.	Standard	3 feet CFH	\$8.58	\$4.50	\$4.50	\$4.50
Whirl Corporation, Inc.	Standard	4 feet CFH	\$8.58	\$4.50	\$4.50	\$4.50
Whirl Corporation, Inc.	Standard	5 feet CFH	\$8.58	\$4.50	\$4.50	\$4.50
Whirl Corporation, Inc.	Standard	6 feet CFH	\$8.58	\$4.50	\$4.50	\$4.50
Whirl Corporation, Inc.	Standard	7 feet CFH	\$8.96	\$5.00	\$5.00	\$5.00
Whirl Corporation, Inc.	Standard	8 feet CFH	\$8.96	\$5.00	\$5.00	\$5.00
Whirl Corporation, Inc.	Standard	9 feet CFH	\$8.96	\$5.00	\$5.00	\$5.00
Whirl Corporation, Inc.	Standard	10 feet CFH	\$10.68	\$5.50	\$5.50	\$5.50
Whirl Corporation, Inc.	Standard	11 feet CFH	\$10.68	\$5.50	\$5.50	\$5.50
Whirl Corporation, Inc.	Standard	12 feet CFH	\$10.98	\$5.50	\$5.50	\$5.50

CFH = Critical Fall Height. Please contact vendor for Standard Color Palette. Whirl Corporation, Inc. offers a quick pay discount-1%/15 days.

**SYNTHETIC TURF SAFETY SURFACING CONTINUED - WHIRL TURF**

Vendor	Color	Product Description	ESCNI Price (per square foot)	Install 0-999 sq. ft.	Install 1,000-3,499 sq. ft.	Install 3,500+ sq. ft.
Whirl Corporation, Inc.	Custom	3 feet CFH	\$10.32	\$4.50	\$4.50	\$4.50
Whirl Corporation, Inc.	Custom	4 feet CFH	\$10.32	\$4.50	\$4.50	\$4.50
Whirl Corporation, Inc.	Custom	5 feet CFH	\$10.32	\$4.50	\$4.50	\$4.50
Whirl Corporation, Inc.	Custom	6 feet CFH	\$10.32	\$4.50	\$4.50	\$4.50
Whirl Corporation, Inc.	Custom	7 feet CFH	\$10.70	\$5.00	\$5.00	\$5.00
Whirl Corporation, Inc.	Custom	8 feet CFH	\$10.70	\$5.00	\$5.00	\$5.00
Whirl Corporation, Inc.	Custom	9 feet CFH	\$10.70	\$5.00	\$5.00	\$5.00
Whirl Corporation, Inc.	Custom	10 feet CFH	\$12.42	\$5.50	\$5.50	\$5.50
Whirl Corporation, Inc.	Custom	11 feet CFH	\$12.42	\$5.50	\$5.50	\$5.50
Whirl Corporation, Inc.	Custom	12 feet CFH	\$12.92	\$5.50	\$5.50	\$5.50

CFH = Critical Fall Height. Please contact vendor for Custom Color Palette. Whirl Corporation, Inc. offers a quick pay discount-1%/15 days.

**SUB-BASE: Sub-bases are to be handled by the awarded vendor for a particular category.**

**STONE**

Vendor	Product #	Product Description	ESCNI Price Supplied and Installed
Whirl Corporation, Inc.	N/A	2" STONE	\$95.00 per ton
Whirl Corporation, Inc.	N/A	3" STONE	\$95.00 per ton
Whirl Corporation, Inc.	N/A	4" STONE	\$95.00 per ton
Whirl Corporation, Inc.	N/A	5" STONE	\$95.00 per ton
Whirl Corporation, Inc.	N/A	6" STONE	\$95.00 per ton

Vendor offers a quick pay discount-1%/15 days.

**SITE PREP/DEMOLITION**

Vendor	Product #	Product Description	ESCNI Price Removal of Existing Materials	ESCNI Price Disposal of Existing Materials
Whirl Corporation, Inc.	N/A	2"	\$400.00 per ton	\$350.00 per ton
Whirl Corporation, Inc.	N/A	3"	\$400.00 per ton	\$350.00 per ton
Whirl Corporation, Inc.	N/A	4"	\$400.00 per ton	\$350.00 per ton
Whirl Corporation, Inc.	N/A	5"	\$400.00 per ton	\$350.00 per ton
Whirl Corporation, Inc.	N/A	6"	\$400.00 per ton	\$350.00 per ton

Vendor offers a quick pay discount-1%/15 days.

**GEO TEXTILE FABRIC**

Vendor	Product #	Product Description	ESCNI Price (per square foot)	Install 0-999 sq. ft.	Install 1,000-3,499 sq. ft.	Install 3,500+ sq. ft.
Whirl Corporation, Inc.	N/A	GEO TEXTILE FABRIC	\$0.25	\$0.25	\$0.25	\$0.25

Vendor offers a quick pay discount-1%/15 days.

**BORDERS**

Vendor	Product #	Product Description	ESCNI Price (per linear foot or actual size)	Installation per linear foot
Whirl Corporation, Inc.	WOOD6X6	6" X 6" Wood Curbs	\$21.00 per linear foot	Included
Whirl Corporation, Inc.	BORDERS	6" X 6" Concrete Curbs	\$29.00 per linear foot	Included
Whirl Corporation, Inc.	BORDERS	6" x 12" Concrete Curbs	\$40.00 per linear foot	Included

Whirl Corporation, Inc. offers a quick pay discount-1%/15 days.

**WATER-BASED MAINTENANCE SEALCOAT FOR RUBBER SURFACING This item is to be handled by the awarded vendor for a particular category.**

Vendor	Product #	Product Description	ESCNI Price (per square foot)	Install 0-999 sq. ft.	Install 1,000-3,499 sq. ft.	Install 3,500+ sq. ft.
Whirl Corporation, Inc.	N/A	Rubber Surface Maintenance Sealcoat	\$1.15	\$1.85	\$1.60	\$1.50

Whirl Corporation, Inc. offers a quick pay discount-1%/15 days.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

WHIRL CORPORATION, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

222-666-686/000

SEQUENCE NUMBER:

1087723

ADDRESS:

187 MAIN STREET  
PORT MONMOUTH NJ 07758

ISSUANCE DATE:

09/13/04

EFFECTIVE DATE:

06/01/82

*John S. Tully*  
Acting Director

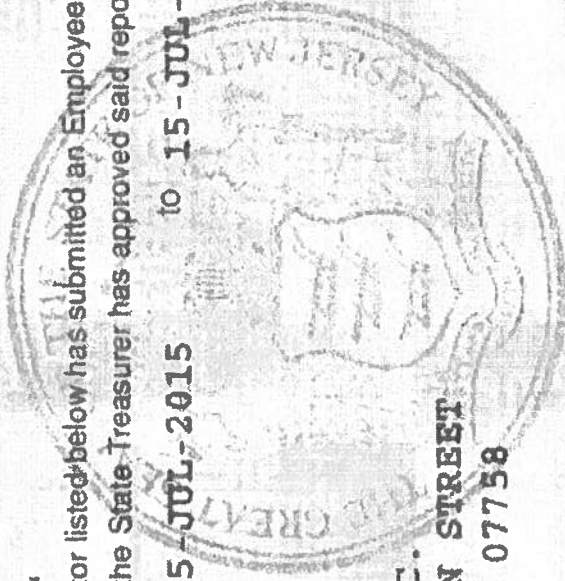
FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification **16813**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2015** to **15-JUL-2022**



**WHIRL CORPORATION, INC.  
P.O. BOX 110, 187 MAIN STREET  
PORT MONMOUTH NJ 07758**



*[Handwritten signature]*

**Andrew P. Sidamon-Eristoff  
State Treasurer**

(Revised: January, 2016)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform, in writing its appropriate recruitment agencies including but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The 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.

In conforming with the targeted employment goals, the 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [https://www.nj.gov/treasury/contract\\_compliance/](https://www.nj.gov/treasury/contract_compliance/))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting an investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company \_\_\_\_\_ Whirl Corporation, Inc. Name James J. Davis Title President

Signature \_\_\_\_\_ Bid Date: May 12, 2020  
Playground Surfacing Materials, Installation and Inspections Bid Time: 12:00 P.M.  
Bid #ESCNI 20/21-02 50



**Educational Services Commission of New Jersey**  
**Business Office**  
1660 Stelton Road, Floor 2  
Piscataway, New Jersey 08854

**Chapter 271**  
**Political Contribution Disclosure Form**

(Contracts that Exceed \$17,500.00)  
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Whirl Corporation, Inc. (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions		
Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate
NONE		Name of Contributor


The Business Entity may attach additional pages if needed.

**XXX No Reportable Contributions** (Please check (✓) if applicable.)

I certify that Whirl Corporation, Inc. (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

**Certification**

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent James J. Davis  
Signature  Title President  
Business Entity Whirl Corporation, Inc.

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Whirl Corporation, Inc.  
 Organization Address: P.O. Box 110 - 194 Main Street  
 City, State, ZIP: Port Monmouth, NJ 07758

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation  Limited Liability Company (LLC)
- Partnership  Limited Partnership  Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II Check the appropriate box**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

**OR**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
James J. Davis	100% 94 Golden Eye Ln., Port Monmouth, NJ 07758 P.O. Box 110 -194 Main St., Port Monmouth, NJ 07758

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **ESCNJ and/or its members** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **ESCNJ and/or its members** to notify the **ESCNJ and/or its members** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **ESCNJ and/or its members** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	James J. Davis	Title:	President
Signature:		Date:	5/7/2020

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 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. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company Whirl Corporation, Inc. Name James J. Davis  
Signature  Title President

**STATE OF NEW JERSEY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN  
PART 1: CERTIFICATION  
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**Part 1**

**FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchases/PDF/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR  
I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Part 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.  
IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

Name: \_\_\_\_\_ Relationship to Bidder/Vendor: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Vendor: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Educational Services Commission of New Jersey is relying on the information contained herein and hereby acknowledges that I am under a continuing obligation from the date of this certification through the completion of contracts with the Educational Services Commission of New Jersey to notify the Educational Services Commission of New Jersey in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Educational Services Commission of New Jersey and that the Educational Services Commission of New Jersey at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): James J. Davis Signature:  Title: \_\_\_\_\_ Date: 5/7/2020

Title: President

Bidder/Vendor: Whirl Corporation, Inc.

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Whirl Corporation, Inc.**

2 Business name/disregarded entity name, if different from above  
**Whirl Construction, Inc.**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 Applies to accurate multiples/contracts the U.S. Requester's name and address (optional) \_\_\_\_\_

6 Address (number, street, and apt. or suite no.) See instructions.  
**P.O. Box 110 - 194 Main Street**

6 City, state, and ZIP code  
**Port Monmouth, NJ 07758**

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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OR

Employer identification number

2	2	-	2	6	6	6	8	6
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here *Paula A. Armstrong* Signature of U.S. person ▶ Date ▶ 5/8/2020

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099-E (student loan interest)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cooper Insurance Service, Inc Playground Book P.O. Box 638 Lapel, IN 48051 Steve B. Carraway	CONTACT NAME Steve B. Carraway FAX (A/C. No.) 765-534-3152 INSURER(S) ADDRESS INSURER A.: Scottsdale Insurance Co. INSURER B.: National Union Fire Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
CONTRACT (A/C. No. Exp.) 765-534-3152	
FAX (A/C. No.) 765-534-2087	
INSURER(S) AFFORDING COVERAGE MAIC # 41297 19445	

INSURED  
 Port Construction  
 187 Main Street, PO Box 110  
 Port Monmouth, NJ 07758


TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS	REVISION NUMBER:	
					CERTIFICATE NUMBER:	CERTIFICATE NUMBER:
A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Lib-XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> MIBED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	RBS0031114	06/15/2019	06/15/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP. (Per occ. per day) \$ 1,000 PERSONAL & ADY. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP-OP AGG \$ 2,000,000 Prof Lib \$ 1,000,000 COMBINED SINGLE LIMIT (Per occurrence) \$ BOILY INJURY (Per person) \$ BOILY INJURY (Per incident) \$ PROPERTY DAMAGE (Per incident) \$		
B <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/SECURITY (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	BE 016255633	06/15/2019	06/15/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ DEF. STATUTE \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Bid Number: ESCNJ 2021/-02, Playground Surfacing Materials, Installation & Inspections - Educational Services Commission of New Jersey is additional insured regarding the general liability coverage per written contract

CERTIFICATE HOLDER  Educational Services Commission of New Jersey c/o Off. Bus. Admin./Brd. Sec. 1660 Stelton Road Piscataway, NJ 08854	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACCEPTANCE OF BID  
and  
CONTRACT AWARD  
TO BE COMPLETED BY RESPONDENT

compliance with the Request for Bid, the undersigned warrants that I/We have examined the instructions to respondents, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer an agreement to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the Request for Bid and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the ESCNJ's Terms and Conditions and any special Terms and Conditions if applicable. The undersigned understands that his/her competence and responsibility and that of any proposed subcontractors, time of completion, as well as other factors of interest to the ESCNJ as stated in the evaluation section will be a consideration in making the award. Your bid for contracting services is hereby accepted. As contractor, you are now bound to sell the materials and services specified by the attached bid based upon the solicitation, including all terms, conditions, specifications and amendments as set forth in the Request for Bid. As contractor you are hereby cautioned not to commence any work or provide any material or service under this contract until contractor receives an executed purchase order from a Co-op member. The parties intend this contract to constitute the final and complete agreement between the ESCNJ and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue for two years unless terminated, canceled or extended in accordance with N.J.A.C. 18A:18A-42. By mutual written agreement, the contract may be extended as permitted by law. (The contract partner) shall maintain all documentation relating to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Company Name Whirl Corporation, Inc. Date 5/7/2020  
Company Address P.O. Box 110 - 194 Main Street City Port Monmouth State NJ Zip Code 07758  
Contact Person James J. Davis Title President  
Authorized Signature (ink only)  Title President

ACCEPTANCE OF BID AND CONTRACT AWARD BELOW TO BE COMPLETED ONLY BY ESCNJ

Issuing Agency: Educational Services Commission of New Jersey

Agency Executive:   
Patrick M. Moran, SBA/SB

Awarded this 5th day of JUNE 2020 Contract Number ESCNJ 20/21-02



CITY OF ORANGE  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
COMMUNITY DEVELOPMENT BLOCK GRANT

I, Nile Clements Chief Financial Officer for the City of Orange, do hereby certify to the best of my knowledge and belief that there are now sufficient funds in the following CDBG account(s) to Contract with:

Vendor Name: Whirl Corporation Inc.  
Address#1: PO Box 110  
194 Main St.  
City: Port Monmouth  
State: NJ  
Zip Code: 07758

Purpose: Purchase and installation of playground equipment

Fund: Current Fund - Grants  
Account Name Central Park Renovations '19  
Account Number(s): T-14-19-405-002-019

Balance Before	115,000.00
Requested	<u>84,508.00</u>
Balance After	30,492.00

Vendor ID: WHIRL005

Purchase Order # : 20-01101

Amount not to exceed: \$84,508.00

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Division Head

Date

*Nile Clements*

7-2-2020

Chief Financial Officer

Date