

CITY COUNCIL

The City of Orange Township, New Jersey

DATE December 20, 2022

NUMBER 496-2022

TITLE:

A RESOLUTION AMENDING RESOLUTION 435-2022 ENTITLED "A RESOLUTION AUTHORIZING WHIRL CONSTRUCTION, INC., 194 MAIN STREET, P.O. BOX 110, PORT MONMOUTH, NEW JERSEY 07758 FOR THE CENTRAL PLAYGROUND IMPROVEMENTS PHASE II (MOBILIZATION, SUPPLY/INSTALL SAFETY SURFACE AROUND FITNESS AREA AND MERRY GO MUSICAL AND SUPPLY/INSTALL FENCING MATERIALS) UNDER THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ) CO-OP CONTRACT #20/21-02 IN THE AMOUNT NOT TO EXCEED \$54,053.60" MAKING THE NEW AMOUNT NOT TO EXCEED \$59,774.00.

WHEREAS, pursuant to Resolution #435-2022, adopted November 1, 2022, the City Council did authorize the Mayor and the City Clerk to execute an agreement with Whirl Construction, Inc. for the Central Playground Improvements Phase II; and

WHEREAS, Resolution #435-2022 was adopted on November 1, 2022 to award Whirl Construction, Inc. for the Central Playground Improvements Phase II. However, the incorrect proposal amount was provided by Whirl Construction, Inc. for the safety surface around the fitness area. The correct amount should have been \$39,562.00; and

WHEREAS, a determination has been made that the aforementioned error needs to be corrected and that the do not exceed amount should be \$59,774.00; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has certified that the funds are available in Account No. T-14-00-863-201-800 (\$284.75) and Account No. T-11-00-000-000-000 (\$5,435.65).

NOW, THEREFORE, IT BE FURTHER RESOLVED that the Municipal Council of the City of Orange Township be and hereby authorizes additional funds to pay Whirl Construction, Inc. for the Central Playground Improvements Phase II in the amount of \$5,720.40 making the new amount not to exceed \$59,774.00.

Adopted: **December 20, 2022**

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

 A. MIZRAHI

CITY OF ORANGE
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
CDBG/OPEN SPACE TRUST FUND

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 Community Development Block Grant Fund, & Municipal Open Space Trust Fund 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: Central playground improvements Ph. 2

Fund: CDBG
Account Name : CDBG Central Park Improv.
Account Numbers(s): T-14-00-863-201-800
balance before 284.75
requested 284.75
balance after 0.00

Fund: Municipal Open Space Trust
Account Name : Municipal Open Space Trust Reserves
Account Numbers: T-11-00-000-000-000
Amount requested: 5,435.65

Vendor ID: WHIRL005

Purchase Order #: 22-01940

Total Amount not to exceed: \$5,720.40

Division Head

Date

Nile Clements

12/12/2022

Chief Financial Officer

Date

CITY COUNCIL

The City of Orange Township, New Jersey

DATE November 1, 2022

NUMBER 435-2022

TITLE: A RESOLUTION AUTHORIZING WHIRL CONSTRUCTION, INC., 194 MAIN STREET, P.O. BOX 110, PORT MONMOUTH, NEW JERSEY 07758 THE CENTRAL PLAYGROUND IMPROVEMENTS PHASE II (MOBILIZATION, SUPPLY/INSTALL SAFETY SURFACE AROUND FITNESS AREA AND MERRY GO MUSICAL AND SUPPLY/INSTALL FENCING MATERIALS) UNDER THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ) CO-OP CONTRACT #20/21-02 IN AN AMOUNT NOT TO EXCEED \$54,053.60.

WHEREAS, the City of Orange Township desires to improve the playground 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

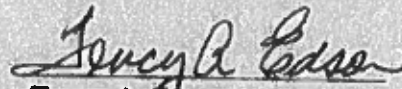
WHEREAS, the City of Orange Township desires the improvements for Central Playground Phase II for the mobilization, supply/install safety surface around the fitness area and merry go musical and supply install fencing materials; and

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 \$54,053.60 is available for this purpose in Account #T-14-00-863-201-800.

NOW, THEREFORE, BE IT RESOLVED that the proper officers of the City of Orange Township be and are hereby authorized the Central Playground Improvements Phase II with Whirl Construction, Inc. pursuant to the ESCNJ Co-Op Contract #20/21-02 in an amount not to exceed \$54,053.60.

Adopted: **November 1, 2022**


Joyce L. Lanter
City Clerk


Tency A. Eason
Council President



Whirl Construction
ESTABLISHED 1982

PROPOSAL / AGREEMENT

Page 1 of 2

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



City of Orange **Ph:973.266.4000** **11/21/22**
mmayes@orangenj.gov

PROPOSAL SUBMITTED TO	PHONE	DATE
29 Day St	Orange, NJ 07050	096122A
STREET	CITY STATE ZIP	QUOTE#
Marty Mayes	Central Playground Fitness Area	Orange
ATTN	JOB NAME	LOCATION

We hereby submit specifications and estimates for:

Demo/Site Prep: 11 Tons.....	\$ 8,250.00
Supply and install: 1,744 sq ft of poured in place. Color to be 100% And have an 8 ft critical fall height.....	\$29,212.00
Estimated freight Poured in place.....	\$ 2,100.00

(Above pricing 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-Nine Thousand Five Hundred Sixty Two Dollars..... DOLLAR \$39,562.00

Payment to be made as follows:

Purchase order due with signed proposal.

All material is guaranteed as specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or deviation 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 if not accepted within 30 days, above pricing is subject to manufacturer's surcharges.

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: _____



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



*Rec'd
10.11.22*

City Of Orange **Ph: 973.266.4000** **10.7.22**
Email mmayes@orangenj.gov

<i>PROPOSAL SUBMITTED TO</i>	<i>PHONE</i>	<i>DATE</i>
29 North Day St	Orange, NJ 07050	101422
<i>STREET</i>	<i>CITY STATE ZIP</i>	<i>QUOTE#</i>
Marty Mayes	Central Pgrd Phase III Musical	Orange
<i>ATTN</i>	<i>JOB NAME</i>	<i>LOCATION</i>

We hereby submit specifications and estimates for:

Site prep/demo 7 tons.....\$5250.00
Supply and install 480 sq ft of PIP 100% standard color at 3.5".....\$8,112.00

Shipping on PIP materials.....\$850.00

Above pricing is based on ESNJ-Whirl CO OP #ESCNJ 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
Fourteen thousand two hundred twelve dollars and 00/100..... DOLLAR \$14,212.00

Payment to be made as follows:
P/O with signed proposal

All material is guaranteed as specified All work is to be completed in a workmanlike manner according to standard practice. Any alteration or deviation 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 if not accepted within 30 days, above pricing is subject to manufacturer's surcharges.
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.

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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: 11.1.22

Title: Director of Public Works

Signature: 

Print name: Marty Mayes



Whirl Construction
ESTABLISHED 1992

PROPOSAL / AGREEMENT

Page 1 of 2

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



City of Orange **Ph:973.266.4000** **9/30/22**
EM:mmayes@orangenj.gov

PROPOSAL SUBMITTED TO	PHONE	DATE
29 Day St	Orange, NJ 07050	096022
STREET	CITY STATE ZIP	QUOTES
Marty Mayes	Central Playground Add On	Orange
ATTN	JOB NAME	LOCATION
	<i>Fencing Area</i>	

We hereby submit specifications and estimates for:

Demo/Site Prep 8 Tons.....\$6,000.00

Above pricing based on ESCNJ COOP 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:
Six Thousand Dollars and 00/100..... DOLLAR \$6,000.00

Payment to be made as follows:
P/O with signed proposal

All material is guaranteed as specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or deviation 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 if not accepted within 30 days, above pricing is subject to manufacturer's surcharges.
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.

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Date of acceptance: 11-1-22

Title: Director of Public Works

Signature: 

Print name: Marty Mayer