

CITY COUNCIL

The City of Orange Township, New Jersey

DATE February 7, 2023

NUMBER 57-2023

TITLE: A RESOLUTION AUTHORIZING AN ADDENDUM TO RESOLUTION #66-2022 TO INCREASE THE CONTRACT AMOUNT FOR FENCE REPAIRS WITH ROSANDO FENCE CO., FOX FENCE ENTERPRISES, INC., 417 CROOKS AVENUE, CLIFTON, NEW JERSEY 07011 IN AN AMOUNT NOT TO EXCEED \$10,209.00.

WHEREAS, there exists a need for fencing repairs; and

WHEREAS, pursuant to Resolution #66-2022 initially authorized for fencing repairs from Rosando Fence Co., Fox Fence Enterprises, Inc., 417 Crooks Avenue, Clifton, New Jersey 07011 in an amount not to exceed \$60,000.00; and

WHEREAS, the current request to increase the contract amount an extra \$10,209.00 is for the fence repairs at Central Playground; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto and made part hereof, certifying that monies are available in the Account No. T-11-00-000-000-000.

NOW, THEREFORE, BE IT RESOLVED that the proper officers of the City of Orange Township are hereby authorized to enter into an addendum agreement with Rosando Fence Co., Fox Fence Enterprises, Inc. for fence repairs in an amount not to exceed \$10,209.00.

Adopted: February 7, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

 **A. MIZRAHI**

ADDENDUM AGREEMENT

This Addendum Agreement, made and entered into this ____ day of _____ 2022, between the City of Orange Township and **Rosando Fence Co., dba Fox Fence Enterprises, Inc., 417 Crooks Avenue, Clifton, New Jersey 07011 .**

WHEREAS, the City Council of the City of Orange Township has, by **Resolution # _____** dated _____, 2022, authorized **Rosando Fence Co., dba Fox Fence Enterprises, 417 Crooks Avenue, Clifton, New Jersey 07011;**

NOW, THEREFORE, BE IT AGREED by and between the parties, for the mutual covenants set forth herein below:

1. The amount of the additional services shall not exceed in the amount of \$10,209.00.
2. This addendum agreement shall be effective commencing on October 1, 2022 through December 31, 2022 approved by resolution of the City Council of the City of Orange Township.
3. This addendum agreement shall not be assigned nor shall any duties under this agreement be delegated by **Rosando Fence Co., dba Fox Fence Enterprises, Inc.** without prior written consent of the City.
4. The City may terminate this Agreement upon three days notice to **Rosando Fence Co., dba Fox Fence Enterprises, Inc.** In the event that this agreement is deemed to be terminated, the City shall pay **Rosando Fence Co., dba Fox Fence Enterprises, Inc.** for those services and supplies provided as of the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

CITY OF ORANGE TOWNSHIP:

Joyce L. Lanier
Municipal Clerk

Dwayne D. Warren, Esq.
Mayor

ATTEST:

Rosando Fence Co.

dba Fox Fence Enterprises, Inc.

Print Name

Print Name

Signature

Signature
417 Crooks Avenue
Clifton, New Jersey 07011

Approved as to Form and Sufficiency

Gracia R. Montilus, City Attorney

CITY OF ORANGE
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
Municipal 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 Municipal Open Space Trust Fund to Contract with:

Vendor Name: Rosando Fence Co.
Fox Fence Enterprises Inc.

Address#1: 417 Crooks Ave.

City: Clifton
State: New Jersey
Zip Code: 07011

Purpose: Fence repairs

Fund: Municipal Open Space Trust
Account Name : Municipal Open Space Trust Reserves
Account Numbers: T-11-00-000-000-000

Vendor ID: ROSAN005

Purchase Order #: 22-00359

PENDING RESOLUTION

Amount not to exceed: \$ 10,209.00


Division Head

2-1-23

Date



1/24/2023

Chief Financial Officer

Date

CITY COUNCIL

The City of Orange Township, New Jersey

DATE February 1, 2022

NUMBER 66-2022

TITLE: A RESOLUTION AUTHORIZING A CONTRACT TO ROSANDO FENCE COMPANY, INC., DBA FOX FENCE, 411 CROOKS AVE, CLIFTON, NEW JERSEY 07011 TO PROVIDE EMERGENCY FENCE REPAIRS TO ALL CITY OWNED PROPERTIES UNDER THE ESCNJ 20/21-37 CO-OP COMMENCING JANUARY 1, 2022 THROUGH NOVEMBER 19, 2022 IN AN AMOUNT NOT TO EXCEED \$60,000.00.

WHEREAS, the City of Orange Township requires a company to provide emergency fence repairs/installation to City owned properties; and


WHEREAS, the City of Orange Township entered into a voluntary cooperative pricing agreement with the Educational Services Commission of New Jersey (ESCNJ); and

WHEREAS, the City of Orange Township wishes to obtain Rosando Fence Company, Inc., dba Fox Fence to provide emergency fence repairs/installation to all City owned properties under the ESCNJ 20/21/37, a copy of which is attached hereto and made part hereof; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto certifying that funds will be available for this purpose in Account No. 2-01-26-310-000-528, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2022 Budget, there will be sufficient funds to contract Rosando Fence Co., Inc. dba Fox Fence.

NOW, THEREFORE, BE IT RESOLVED that the proper officers of the City of Orange Township are hereby authorized to enter into an agreement with Rosando Fence Co., Inc., dba Fox Fence to provide emergency fence repairs/installation to all City owned properties in an amount not to exceed \$60,000.00.

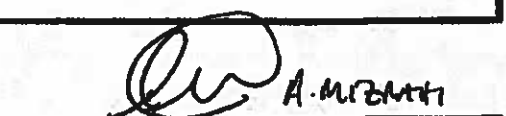
Adopted: February 1, 2022



Joyce I. Darter
City Clerk



Kerry J. Coley
Council President



A. M. ZANTI

AGREEMENT

In conjunction with the Colgate Park Pool Improvements – Phase 2, (hereinafter "Work Title")

THIS AGREEMENT by and between:

City of Orange Township, 29 North Day Street, Orange, NJ 07050-9998 (hereinafter "OWNER")

and All State Technology Inc., 10 Lark Lane, Oak Ridge NJ 07438 (hereinafter "CONTRACTOR")

OWNER and CONTRACTOR, for and in consideration of the mutual covenants, promises, and agreements hereinafter set forth, agree to and with each other as follows:

1. Defined Terms. Terms used in this Agreement which are defined in the General Conditions and Supplementary Conditions shall have the meanings indicated therein.
2. CONTRACTOR agrees to perform the Work in accordance with the Contract Documents.
3. OWNER agrees to pay CONTRACTOR for the Work in accordance with the Contract Documents.
4. Contract Documents. The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are as defined in the General Conditions and do not include addenda.
5. Work. Pursuant to paragraph 1.01.A.48 of the General Conditions, the Work is listed on the Schedule of Prices as amended hereby to exclude all Alternate Pay Items.
6. Notice to Proceed. Pursuant to paragraph 2.03.A of the General Conditions, a Notice to Proceed may be issued any time within thirty (30) days after the Effective Date of the Agreement.
7. Commencement of Contract Time. Pursuant to paragraph 2.03.A of the General Conditions, Contract Time shall commence on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.
8. Contract Times. Contract Times hereby are made of the essence. Pursuant to paragraph 1.01.A.14 of the General Conditions:
 - (a) Substantial Completion. No separate Contract Time is applicable to substantial completion; and neither tentative nor definitive certificates regarding substantial completion will be issued pursuant to paragraph 14.04 of the General Conditions.
 - (b) Final Payment. The Work shall be complete and ready for final payment pursuant to paragraph 14.07 of the General Conditions, by August 15, 2022.

9. Contract Price. Pursuant to paragraph 1.01.A.13 of the General Conditions, the Contract Price for the Work is Three Hundred Forty-Seven Thousand, Two Hundred and Seventy-Five Dollars and Zero Cents (\$347,275.00).
10. Retainage. Pursuant to paragraph 14.02.A.3 of the General Conditions, retainage hereby is established as follows: Two (2) Percent if the Contract Price Exceeds One Hundred Thousand Dollars (\$100,000); or Ten (10) percent if the Contract Price is One Hundred Thousand Dollars (\$100,000) or less.
11. Progress Payments. Pursuant to paragraph 14.02 of the General Conditions, progress payments will be made based on the Schedule of Prices less retainage and all other deductions applicable in accordance with the Contract Documents. Payments shall be made in accordance with Appendix A to this Agreement.
12. Damages. Pursuant to paragraph SC-12.04 of the Supplementary Conditions, damages are established at: the greater of Two Hundred Dollars (\$200) per day or one twentieth of one percent (0.0005) per day multiplied by the Contract Price.
13. Prevailing Wages. Pursuant to New Jersey statutory requirements (P.L. 1963, C. 150), a wage determination for the Work in effect on the date of the Notice of Award and made by the New Jersey Department of Labor is made a part of this Agreement by reference and shall apply as if set forth herein at length. ENGINEER shall request the aforementioned wage determination, maintain it on file during the Work, and provide a copy to the CONTRACTOR upon request.
14. Mandatory Affirmative Action Language. CONTRACTOR and all subcontractors shall comply with the provisions of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 and the regulations adopted thereunder, and specifically agree to comply with the terms and conditions of Exhibit B Mandatory Affirmative Action Language which is attached hereto and made a part of the Contract Documents.
15. Construction Contract Reports. Pursuant to Exhibit B Mandatory Affirmative Action Language, and rules and regulations related thereto, CONTRACTOR shall complete and submit monthly project manning reports as prescribed by the Division of Contract Compliance and Equal Employment Opportunity Office.
16. ENGINEER. Pursuant to paragraph 1.01.A.19 of the General Conditions, Engineer is as named as follows: Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C.
17. ENGINEER's Consultant. ENGINEER's Consultant is named as follows: None
18. Prohibition on Assignment. CONTRACTOR shall not assign or transfer any of its rights or interests in this Agreement without the written consent of the Owner.
19. Permits. Pursuant to paragraph 6.08 of the General Conditions, CONTRACTOR is responsible to obtain all permits required for the work except those secured by the OWNER. The CONTRACTOR shall comply with the conditions and requirements of said permits and approvals which relate to construction and performance of the work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

CONTRACTOR:

Authorized Signature: Luanna Adams

Name and Title: Luanna Adams Pres

Attest: (Signature) Jason Adams

Name and Title: Jason Adams

Signature Date: Aug 2, 2022

OWNER:

Authorized Signature: DW

Name and Title: MAYOR DWAYNE D WARREN Esq

Attest: (Signature) Joyce L Lanier

Name and Title: City Clerk

Effective Date of the Agreement: _____

As to Form and Sufficiency

Gracia R. Montilus
Gracia R. Montilus, City Attorney

Joyce L. Lanier
Joyce L. Lanier, City Clerk

Rec'd 10.19.22

Fax: (973)340-3935
Phone: (973)779-9592

FOX FENCE
Enterprises, Inc.
417 CROOKS AVE

Invoice: 32733

INVOICE

Invoice Date: 10/03/2022

S
O ORANGE TOWNSHIP CITY
L 29 NORTH DAY STREET
D ORANGE, NJ 07050

T
O (973)885-1921
Fax: () -

S
H 371 CENTRAL AVENUE
I ORANGE, NJ
P ORANGE, NJ 07050

T
O

Customer	Contract	Master ID	Po No	Terms Description	Amount
1007	51646			NET UPON COMPLETION	13,541.00
					Cut Discount 0.00
					Permit 0.00
					Sub Total 13,541.00
					Payments 0.00
					Balance 13,541.00

Job Type:

Project Description

REMOVED AND CART AWAY DAMAGED GREEN STEEL DOUBLE DRIVE GATES.
FURNISHED AND INSTALLED (2) 3" POST FOR STEEL GATES.
FURNISHED AND INSTALLED 6' HIGH X 136 1/2" WIDE GREEN STEEL DOUBLE DRIVE GATES.
FURNISHED AND INSTALLED 7' HIGH X 62 1/2" WIDE SINGLE GATE(GALVANIZED FRAME/GREEN WIRE)
FURNISHED AND INSTALLED 6' HIGH X 59" WIDE SINGLE GATE(ALL BLACK 1 1/4" X 9 WIRE)
FURNISHED AND INSTALLED 6' HIGH X 53" WIDE SINGLE GATE . (ALL BLACK 1 1/4" X 9GA WIRE)(3" GATE POSTS)

" We know you have a choice
and we appreciate your business.
Thank you for choosing us!
Here at Fox Fence We is always greater than me "

* Seller represents that with respect to the production of the articles covered by this invoice,
it has fully complied with the provisions of the Fair Labor Standard Act of 1938, as amended *