CITY COUNCIL

The City of Orange Township, New Jersey

DATE <u>April 4, 2023</u>

NUMBER __169-2023

TITLE:

A RESOLUTION AMENDING RESOLUTION #270-2022 TO MODIFY THE CONTRACT WITH WHIRL CONSTRUCTION, INC., 194 MAIN STREET, P.O. BOX 110, PORT MONMOUTH, NEW JERSEY 07758 FOR THE PROJECT KNOWN AS THE CENTRAL PLAYGROUND IMPROVEMENTS PROJECT PHASE II IN AN AMOUNT NOT TO EXCEED \$1,000.00.

WHEREAS, the City Council did Authorize the Mayor and the Municipal Clerk by way of Resolution #270-2022 to execute an agreement with Whirl Construction, Inc., 194 Main Street, P.O. Box 110, Port Monmouth, New Jersey 07758 in the amount of Sixty Thousand, Eight Hundred Fifty Dollars and Sixty Cents (\$60,851.60) for the Central Playground Improvements Phase II; and

WHEREAS, attached proposal is for an increase of \$1,000.00 to provide performance, payment and maintenance bond;

WHEREAS, the request to modify the contract was found to be justifiable by the project consultant Matrix New World Engineering and the Director of Public Works; 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 \$1,000.00 will be available for this purpose in Account No. T-11-00-000-000.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the Municipal Clerk are hereby authorized to execute and deliver such documents and agreements required to authorize and approve such proposal.

Adopted:

April 4, 2023

Joyce L. Lanier City Clerk Tency A. Eason Council President

APPROVED AS TO FORM, SUFFICIENCY AND LEGALITY

Gracia Robert 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: Whirl Corporation, Inc.

Address#1: P.O. Box 110

194 Main St.

City: Port Monmouth State: New Jersey Zip Code: 07758

Purpose: Provide perfromance and maintenance bond payment

Fund: Municipal Open Space Trust

Account Name: Municipal Open Space Trust Reserves

Account Numbers: T-11-00-000-000-000

Vendor ID: WHIRL005

Purchase Order #: 23-00865

PENDING RESOLUTION

Amount not to exceed: \$

1,000.00

Division Head Date

Nile Clements

3/22/2023

Chief Financial Officer

Date

CITY COUNCIL

The City of Orange Township, New Jersey

DATE _June 8, 2022

NUMBER 270-2022

TITLE:

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 UNDER THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ) CO-OP CONTRACT #20/21-02 IN AN AMOUNT NOT TO EXCEED \$60,851.60.

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 by removing the existing slide, removal/dispose of the rubber surface in old equipment area, installation of new rubber surface for the two pieces of play equipment, supply and install 125 L.F. of new 4'CLF around the fitness area, remove existing retaining wall around tree pit, supply and install 64 L.F. modular block seat wall with cap around tree pit; 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 \$60,851.60 is available for this purpose in Account #T-14-21-856-000-101.

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 \$60,851.60.

Adopted: June 8, 2022

Joyce L. Lanier

City Clerk

Kerry J. Coley

Council President



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 mmayes@orangenj.gov	03/17/23	
PROPOSAL SUBMITTED TO	PHONE	DATE	
29 N. Day Street	Orange, New Jersey 07050	034023	
STREET	CITY STATE ZIP	QUOTE#	
Marty Mayes	Central Park	Orange	
ATTN	JOB NAME	LOCATION	

We hereby submit specifications and estimates for:

Furnish performance payment & maintenance bond............\$1,000.00

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 One Thousand Dollars..... DOLLAR \$1,000.00 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 accentance

Signature

Tille Director of Public Works

Print name