

CITY COUNCIL

The City of Orange Township, New Jersey

DATE April 4, 2023

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

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 performance 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

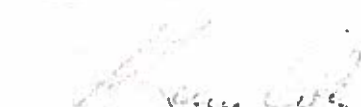
WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds in the amount of \$60,851.60 is available for this purpose in Account #T-14-21-856-000-101.

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

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.

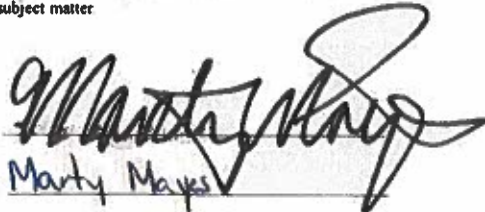
Date of acceptance

3/20/23

Title

Director of Public Works

Signature



Print name

Marty Mayer