

RESOLUTION #16-137

**RESOLUTION AWARDING CONTRACT TO WHIRL CORPORATION
FOR THE LAVERTY CLUBHOUSE & CONCESSION BUILDING
BUILDING ASSEMBLY PROJECT**

WHEREAS, the City of Woodbury solicited bids for the Lavery Clubhouse & Concession Building - Building Assembly Project, the "Project"; and

WHEREAS, the City of Woodbury advertised for bids and received and opened bids on September 21, 2016; and

WHEREAS, the following three (3) bids were received:

<u>Contractor</u>	<u>Bid Amount</u>
Whirl Corporation	\$153,125.00
W.J. Gross	\$173,072.00
W.H. Williams	\$218,300.00

WHEREAS, the City Engineer has reviewed the bids and by correspondence dated September 22, 2016, has recommended award of the Contract to Whirl Corporation, the low bidder, for the total bid amount of \$153,125.00; and

WHEREAS, the low bid is compliant in all material non-waivable respects; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Woodbury that:

1. The bid is hereby awarded to Whirl Corporation, the low bidder, for the total bid amount of \$153,125.00.
2. That the Mayor and/or Administrator is hereby authorized to execute a contract in accordance with the bid specifications, the afore-described bid, and the within Resolution.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on September 27, 2016.

CITY OF WOODBURY

By:



DAVID TROVATO,
President of Council

ATTEST:



Roy A. Duffield, City Clerk

AGREEMENT

THIS Agreement, made this _____ day of OCTOBER, 2016 by and between the CITY OF WOODBURY, hereinafter called "OWNER" and WHIRL CORPORATION, INC.

doing business as (an individual)
(a corporation) hereinafter called "CONTRACTOR".
(a partnership)

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The CONTRACTOR shall commence and complete the construction of the "David A. Lavery Sr. Clubhouse & Concession Building, Phase 2 – Building Assembly".

1. The CONTRACTOR shall furnish all the material, supplies, tools, equipment, labor, and other services necessary for the construction of the PROJECT described herein. CONTRACTOR agrees to comply with the Federal Work Force Reporting requirements, as dictated by the NJDOT and the Civil Rights Department, including the computer generated CC-257 forms, etc.
3. The CONTRACTOR shall commence with the work required by the CONTRACT DOCUMENTS immediately after the date of the NOTICE TO PROCEED and will complete the same within 90 calendar days, (excluding legal State holidays) unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Liquidated damages will be assessed in the amount of \$ 1,000 per calendar day if the work is not completed and approved on or by the 91st calendar day, as specified in Special Provisions.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 153,125.00 as shown in the BID SCHEDULE (see attached Exhibit 'A').
5. CONTRACTOR understands that the award and contract signing is conditioned upon full review and acceptance from the Federal Government and the NJDOT regarding the award checklist for SED, Buy American, Contractors qualifications, etc. Such review period may delay award as much as 14-days from the date of receipt of all required forms.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) Notice to Bidders
 - (b) Proposal Section
 - (c) BID & BID BOND
 - (d) Agreement
 - (e) General & Supplemental General Conditions
 - (f) PAYMENT BOND & PERFORMANCE BOND
 - (g) NOTICE OF AWARD & NOTICE TO PROCEED
 - (h) PLANS prepared by **FEDERICI & AKIN, PA** dated 8/18/2016
 - (i) SPECIFICATIONS prepared by **FEDERICI & AKIN, PA** date 8/18/2016
 - (j) Addendum No. None
 - (k) Progress Schedule
 - (l) Any other written instructions or interpretations by the ENGINEER or OWNER

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7. CONTRACTOR hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser.)

While the CONTRACTOR has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

8. The OWNER shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS. The CONTRACTOR specifically agrees to the provisions for Liquidated Damages as referred.
9. The CONTRACTOR shall, in addition to naming the OWNER, etc. as insured under the various insurance requirements, shall also include the ENGINEER, Federici & Akin, PA, and the STATE, and its agencies, employees, and officers as additionally insured.
10. CONTRACTOR agrees that for the purpose of this Agreement, no work shall commence until all policies of insurance; bond or letter of credit, and other sureties shall be posted with the OWNER and duly approved by the OWNER's Solicitor. Accordingly, the CONTRACTOR shall prepare, at the time of submission of said documents, a "transmittal agenda" enumerating all such items required.
11. CONTRACTOR shall take pre-construction photos and professional video of the work zone, prior to commencement and also notify OWNER of any discrepancies or conflicts between existing conditions and the specifications prior to beginning construction. CONTRACTOR shall also verify the utilities and notify ENGINEER if any discrepancies are found, prior to mobilizing crew. Test pits shall be completed within five (5) calendar days after Notice to Proceed.
12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement, in three (3) copies.

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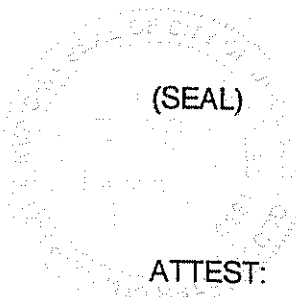
13. CONTRACTOR confirms that the site was carefully inspected during a site visit and that the scope of the project and the performance specifications are understood. It is fully confirmed that the CONTRACTOR agrees to coordinate and cooperate with the OWNER and its ENGINEER along with the property owners and private utility companies to complete the project.

By OWNER: City of Woodbury
33 Delaware Street
Woodbury, NJ 08096

Signature: *William J. Volk, Jr.*

Printed Name: William J. Volk, Jr.

Title: Mayor



(SEAL)

ATTEST:

Ray Duffield

Name: RAY A. DUFFIELD
(Please Type)

Title: City Clerk

CONTRACTOR: WHIRL CORPORATION, INC.

Signature: *Jim Davis*

Name: Jim Davis Jim Davis
(Please Type)

Address: 187 Main Street

Port Monmouth, NJ 07758

(SEAL)

ATTEST:

Laurie A. Swinsburg

Name: Laurie A. Swinsburg
(Please Type)

Title: Secretary

Whirl Corp., Inc.
PO Box 110
Port Monmouth, NJ 07758

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