

**RESOLUTION 2019-18  
MOUNT HOLLY FIRE DISTRICT No. 1**

**RESOLUTION AUTHORIZING CONTRACT FOR DEMOLITION SERVICES**

**WHEREAS**, in order for the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey to fulfill its mandated charge of fire prevention, protection and suppression within the Township, it finds the maintenance of facilities owned and leased by it is a necessary incidental and implied duty; and,

**WHEREAS**, the Board is charged with ensuring the safety of its properties while conforming to the property maintenance provisions of the Code of the Township of Mount Holly; and,

**WHEREAS**, the Board has found, it necessary to retain services of a contractor to perform demolition services; and,

**WHEREAS**, the Board finds and determines in anticipation of the Relief firehouse project that it will require such similar services to remove an inoperable siren tower and footings; and,

**WHEREAS**, the Treasurer and Director of Fire Services has determined that past practice and anticipated needs for this service will not exceed the quotation threshold as set forth by the NJ Division of Local Government Services; and,

**WHEREAS**, the Director of Fire Service has received a formal proposal for this service as set forth in Appendix A in the amount of \$5,675.00;

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington and State of New Jersey that it enter into a contract with Winzinger, Inc., 1704 Marne Highway, Hainesport, New Jersey 08036 for demolition services pursuant to the terms and conditions set forth in a proposed contract attached hereto as Schedule A;

**BE IT FURTHER RESOLVED**, that the Director of Fire Services execute said contract for and on behalf of the Board and the Secretary attest thereto; and

**BE IT FURTHER RESOLVED**, that the within Resolution shall be effective immediately upon passage; and

**BE IT FURTHER RESOLVED**, that any resolution or part of a resolution inconsistent herewith are hereby repealed or otherwise revoked; and

**BE IT FURTHER RESOLVED**, that if any section, paragraph, sentence, clause or phrase in the Resolution is for any reason held or determined to be unconstitutional or invalid, same shall not affect the remainder of this Resolution; and

**BE IT FURTHER RESOLVED**, that notwithstanding anything set forth herein to the contrary, the Board shall be permitted to amend, modify, repeal or otherwise act as to those topics which are the subject of the Resolution provided said acts are consistent with public policy, Board bylaws, township ordinances, local, state and federal laws and rules and regulations promulgated thereunder; and

**BE IT FURTHER RESOLVED**, that an original signed, conformed and compared copy of this Resolution be accessible and maintained by the Board of Fire Commissioners of Fire District No.1 as an official Board record pursuant to and in accordance with the "Open Public Records Act", N.J.S.A. 47:1A-1 et seq. and the "Destruction of Public Records Law (1953)"; N.J.S.A. 47:3-8.1, *et seq.* as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.

**Board of Commissioners Recorded Vote**


Member	Motion	Second	Aye	Nay	Abstain	Absent
Donald Pike						✓
Richard McIlwee			✓			
Joshua Brown					✓	
Stefanie Haines		✓	✓			
Jason Fajgier	✓		✓			

**CERTIFICATION**

I, **STEFANIE HAINES**, do hereby certify that the foregoing is a true and compared copy of an original Resolution now on file and of record in the District office, which was duly adopted at a public meeting held on the 3<sup>rd</sup> day of April, 2019.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly on this 3<sup>rd</sup> day of April, 2019.

  
 STEFANIE HAINES, CLERK  
 Board of Fire Commissioners  
 Fire District No.1  
 Township of Mount Holly

**Agreement Between Owner and Contractor  
A 101**

**Owner**

Mt. Holly Fire Department - Ryan Donnelly  
17 Pine Street  
Mt. Holly, NJ 08060

**Contractor**

Winzinger, Inc.  
1704 Marne Highway  
Hainesport, NJ 08036

**The Project is:**

Removal of Siren Tower  
Mt. Holly, NJ

**The Architect and or Owner's Agent is:**

N/A

The Owner and the Contractor for the considerations named herein agree as set forth below:

1. **Agreement Date:** April 18, 2019
2. **Contract Sum:** \$ 5,675.00  
Five Thousand, Six Hundred Seventy Five & no/100

3. **Payment Schedule:**  
30 Days

4. **Documentation required for payment:**

5. **Completion Schedule:** Time is of the essence

Start Date:

Completion Date;

START DATE: When permits are received.

COMPLETION DATE: 60 days after the permit date.

6. **Scope of Work:**

See attached proposal.

7. **Work NOT to be done:**

See attached proposal.



Winzinger, Inc.  
1704 Marne Highway; Hainesport, NJ 08036

**8. Licenses, permits and bonds to be supplied and paid by as follows:**

Permit by Mt. Holly Township

**9. Warranty:**

N/A

**10. Insurance Requirements:**

See attached Insurance Certificate.

**11. General Provisions:** Contractor is to include all labor and approved materials, appliances and services of every kind necessary for proper execution of work. Contractor shall re-execute any work that fails to conform to the requirements of the contract. Contractor will remove all of his construction debris from the site and leave premises in broom-clean condition. All work shall be completed in a workmanship like manner and in compliance with all codes and other applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. Contractor has the right to let other contracts in connection with the work contracted for. Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect. Change Orders shall be in writing and signed by both parties to this Agreement.

**12. Contractor's pricing for alternate(s), unit pricing, time and material or other:**


N/A

**13. Contract Documents include this Agreement and others as follows:**

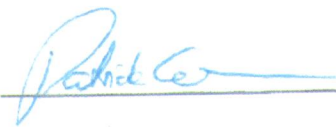
14. See attachment(s) :  yes  no

15. General Conditions A201-L Included:  yes  no

Owner

By:  4/24/19  
Date  
Ryan Donnelly, Director  
Name and Title  
Mount Holly Fire District No. 1  
Owner Name

Contractor

By:  4/13/19  
Date  
Patrick Creelman, Project Manager  
Name and Title  
Winzinger, Inc.  
Contractor Name

# Winzinger, Inc.

1704 Marne Highway, P.O. Box 537  
Hainesport, NJ 08036  
609-267-8600 • Fax 609-267-5195

March 28, 2019

Attention: Ryan Donnelly  
Mt. Holly Fire Department  
17 Pine Street  
Mt. Holly, NJ 08060

Reference: Removal of Siren Tower  
Mt. Holly, NJ

Thank you for allowing WINZINGER to submit a proposal on the above referenced project, below you will find our scope of work.

#### SCOPE OF WORK

1. Obtaining demolition permit.
2. Demolish and remove existing Siren & Tower assembly.
3. Removal of Foundations and backfill area.
4. Rough grading of the demolition area to be done with demolition equipment.
5. All materials will be disposed of in a legal manner.
6. This proposal is based upon any salvageable materials becoming property of Winzinger.
7. Price includes one-time mobilization and is conditioned on a mutually acceptable contract form.

#### EXCLUSIONS

1. Handling or removal of asbestos containing/hazardous/toxic/regulated materials.
2. Disconnection of utility services (if applicable)
3. Removal or repairs of any parking lot surfaces.
4. Bonding, testing, inspections, licenses, or fees.
5. Obtaining soil erosion permits or plans. Installation of soil erosion measures.
6. Application of topsoil, seed, fertilizer, and mulch.

**Lump Sum Pricing: \$5,675.00**

Thank you for including the WINZINGER Organization on your bidders list. We hope to hear favorably from you in the very near future. Should you have any questions or require some additional information, please feel free to contact us at your convenience.

Sincerely yours,  
WINZINGER, INC.



Patrick Creelman  
Estimating

**General Conditions  
for a  
Construction Contract  
A201-L**

The General Conditions is to be used as a Contract Document to establish relationships on the Project, rights and obligation of each, definition of terms, and the assignment of responsibilities. The General Conditions is to be specifically referenced in the Agreement and made a part of the Contract Documents.

**Table of Contents**

<u>Content</u>	<u>Page</u>
Table of Contents	1
Owner's Rights and Obligations	2
Contractor's Rights and Obligations	3, 4
Subcontractor's Rights and Obligations	5
Payment	6
Progress Payments	7
Change Order	7
Insurance	8
Contract Administration	8
Occupancy	8
Claims & Disputes	8
Termination of Contract	9
Definitions	10, 11

### **Owner's Rights and Obligations**

The Owner shall designate in writing, himself and or his Agent the expressed authority to bind the Owner to the Contract and matters requiring the Owner's approval and authorization.

The Owner shall provide the Contractor with written evidence of funding for the Project upon a written request by the Contractor. Thereafter if funding arrangements are altered, the Owner must notify the Contractor in writing.

The Owner is responsible for the cost and acquisition of easements, assessments, right of way and property access for the construction of and occupancy of the permanent structure.

The Owner shall furnish surveys, utility locations, Drawings and legal limitations with evidence of such at no cost to the Contractor.

The Owner shall provide information and services needed for the execution of the Project, as required by the Contract Documents.

The Owner has the right to stop Work if the Contractor fails to meet the requirement of the Contract within the guidelines set forth by the Contract. In writing, the Owner shall tell the Contractor to Stop Work until such time the cause for the Stop Work Order is eliminated.

### **Contractor's Rights and Obligations**

The Contractor will perform and be responsible for the Work as stated in the Contract Documents including that Work to be performed by his Subcontractors, if any.

By executing the Agreement, the Contractor affirms he has visited the construction site and reviewed all Contract Documents. Should the Contractor discover any errors or inconsistencies they are to be reported in writing to the Owner when discovered.

The Contractor has the right to appoint an Agent in writing to the Owner.

The Contractor has the right to submit a Request for Information and a Change Order to correct discrepancies in the Contract Documents. The Contractor is not to be held responsible for Contract Document discrepancies.

The Contractor shall supervise, inspect and control his Work including methods, techniques and job site safety unless stated differently in the Contract Documents. This includes others performing Work on behalf of the Contractor. If needed the Contractor is to Employ a Superintendent and assistants.

The Contractor may make substitutions to the Contract Documents with written approval of the Owner.

The Contractor warrants to the Owner that materials and equipment furnished under the terms of the Contract Documents, are of good quality and meet the Project Specifications.

The Contractor is responsible for and will pay appropriate taxes and usage fees for materials and services provided by him under the terms of the Contract Documents. He will secure and pay for permits and inspections for the Work under the terms of the Contract Documents and comply with and give notices required by law, rules and regulations.



### **Contractor's Rights and Obligations**

The Contractor is to prepare and submit a construction schedule within the time frame stated in the Contract Documents. The schedule is to be maintained in conjunction with the submittals.

The Contractor is to keep and maintain a field copy of the Contract Documents reflecting any and all alterations and progress. Included are approved shop drawings, product data and physical product samples or examples.

The Contractor is not responsible for the design criteria and or performance of such as stated and presented in the specification prepared by others in the Contract Documents.

The Contractor shall not perform any Work which is not his responsibility as indicated in the Contract Documents without written permission from the Owner.

The Contractor shall keep clean the premises and remove any accumulation of construction debris and excess materials.

The Contractor is to provide the Owner with access to the Work, prior to and during construction.

To the fullest extent permitted by law, the Contractor shall indemnify the Owner and their agent(s) from and against any and all claims, damages, losses, expenses and fees arising out of or resulting from performance of the Contractor's Work, including hazardous materials, Worker's Compensation claims and subrogation.

The Contractor has the right to award portions of the Work to Subcontractors. He must do so soon after being awarded the Contract and advise the Owner in writing of such company(s). The Contractor must extend his legal commitment under the terms of the Contract to the Subcontractor in writing. Each subcontract agreement shall protect the Owner in the same way as the Contractor with regard to the Work.

The Contractor is responsible for the protection and safety precautions for the performance of the Work of the Contract.

### **Subcontractor's Rights and Obligations**

By executing the Agreement between Contractor and Subcontractor, the Subcontractor affirms he has visited the construction site and reviewed all Contract Documents. Should the Subcontractor discover any errors or inconsistencies they are to be reported in writing to the Contractor when discovered.

The Subcontractor shall supervise and direct his Work, cooperate with the Contractor in scheduling and performing the Contractor's Work in accordance with the Contract Documents.

The Subcontractor will cooperate with the Contractor and other Subcontractors in scheduling and performing Work which may be interconnected.

The Subcontractor shall promptly submit, in a timely manner, shop drawing, product data, samples and other submittals required by the Contract Documents so as not to delay the Work.

The Subcontractor is to supply the Contractor, in writing, periodic progress reports of his Work.

The Subcontractor may elect to appoint an Agent. The Agent must be identified in writing and submitted to the Contractor.

The Subcontractor may submit, in writing, a Change Order Request for a change in the Work, material substitution, Modifications to the Contract Documents or relief from factors of the Contract Documents.

The Subcontractor has the right to request and receive from the Contractor, in writing, details of the Contractor's source of funds for the Project, information from the Owner or other Subcontractors relative to scheduling and changes in scheduling or changes in the Work or Contract Documents which may affect the Subcontractor's Work and Agreement with the Contractor.

The Subcontractor will be bound to the Contractor, for the portion of the Contractor's Work he has agreed to perform, to the same extent the Contractor is bound to the Owner as expressed in the Contractor Documents within the limits permitted by law.

In no case will the Subcontractor be assessed damages for delays or causes arising outside the scope of the Subcontract's Agreement with the Contractor.

To the fullest extent permitted by law, the Subcontractor shall indemnify the Contractor, Owner and their agent(s) from and against any and all claims, damages, losses, expenses and fees arising out of or resulting from performance of the Subcontractor's Work, including hazardous materials, Worker's Compensation claims and subrogation.

## Payment

### Owner to Contractor

The Owner will pay the Contractor as detailed in the Agreement between the Owner and Contractor.

Prior to commencement of Work the Contractor will submit to the Owner an Application for Payment with a detailed schedule of values for each portion of the Work. The Owner will approve this allocation of values as the basis for actual Applications for Payment.

At least 10 (ten) days prior to the scheduled date for each Progress Payment, the Contractor shall submit to the Owner an itemization of Work completed for the Owner's approval. The Owner may request documentation from the Contractor to verify such portions of the payout to be made relevant to material suppliers and Subcontractor for payouts. Retainage shall be reflected on each payout if part of the Contracts Documents.

If agreed to in the Contract Documents the Owner will pay for all or a portion of materials and equipment to be used for the Project which are stored both on and off site.

The Contract warrants that title to all Work covered by the Application for Payment will be conveyed to the Owner no later than the time of Payment.

Within 7 (seven) days of receipt of the Application for Payment, the Owner will issue a Certificate of Payment for the Work completed in the Application for Payment and verify and Certify the quality of and progress of the details of the Application for Payment in compliance with the Contract Documents. The Certificate of Payment will represent the amount of Payment due.

The Owner may withhold some or all of the amount requested, due to defective Work not remedied, Work not completed, false claims, failure to pay Subcontractors or suppliers of material and equipment. Money may be withheld until such time the reasons for withholding money are remedied.

### Contractor to Subcontractor

The Contractor will pay the Subcontractor as detailed in the Agreement between the Contractor and Subcontractor.

The Contractor may withhold some or all of the amount requested, due to defective Work not remedied, Work not completed, false claims, failure to pay other Subcontractors or suppliers of material and equipment. Money may be withheld until such time the reasons for withholding money are remedied.

### **Progress Payments**

Progress Payments will be made by the Owner to the Contractor in accordance with the Contract Documents. The Contractor will pay his Subcontractors and suppliers in a prompt manner from the monies received for the portions attributable to each. The Owner has no obligation to make Payment or see that Payment is made to Subcontractors and suppliers other than required by law.

A Certificate for Payment on a Progress Payment or occupancy of the Project shall not constitute acceptance of the Work not in compliance with the Contract Documents.

Failure of the Owner to issue a Certificate for Payment or to make Payment to the Contractor through no fault of the Contractor, within 7 (seven) days after receipt of the Application for Payment, the Contractor is to give a Written Notice to the Owner of the intent to stop Work within 7 (seven) days if Payment is not received. The Contract Time will be increased and added Contractor expenses resulting from the Work stoppage will be added to the the Contract Amount by way of a written and signed Change Order.

The Contractor , when Substantially Complete, shall submit in writing to the Owner a list, if any, of items remaining to be completed and a request for Final Payment.

### **Change Order**

Additions, deletions, Modifications and substitutions to the Work in the Contract Documents require a Change Order prior to the execution of the change.

The changes in Work are to be specified in a Change Order, agreed to and signed by both parties to the Agreement before performing such changes.

A Change Order Request by the Contractor or Construction Change Directive by the Owner should be submitted in writing prior to preparing and signing a Change Order.

The Change Order shall specify and describe the Work to be performed, cost and adjustment in the Time. The changes in Work can result in a Contract increase, credit or no change in the cost of the Agreement.

The Contractor may initiate a request for a Change Order by submitting it in writing to the Owner.

The Owner may initiate a Change Order by submitting in writing to the Contractor a Change Order Directive.

Changes in the Work will be performed in accordance with the Contract Documents.

### **Insurance**

The Owner shall purchase, pay for and keep for the duration of the Project, property insurance and other coverage's in the amounts stated in the Contract Documents.

The Contractor will purchase, pay for and keep for the duration of the Project the types and amounts of coverage as stated in the Contract Documents.

The Owner may waive, in writing, the requirement of the Contractor to provide a Performance and Payment Bond, if required in the Contract Documents.

### **Contract Administration**

The Owner and Contractor agree to organize and coordinate the Work details of the Project as Stated in the Contract Documents. Changes in the details will be agreed to in writing.

### **Occupancy**

The Owner and Contractor may agree in writing that all or a portion of the Project may be occupied within the terms of the Contract Documents prior to Final Payment.

### **Claims - Disputes**

Any Claim or Dispute, assertion or need for relief arising from the Contract Documents must be submitted in writing by either party. When a resolution to the disagreement is not achieved then Mediation is to take place as provided in the Contract Documents.

Mediation and Arbitration are to be provided by a mutually agreeable third party within the limits of and to the extent required by State and Federal laws.

Note:

MEDIATION and ARBITRATION provisions may not be binding or enforceable in all states. Additionally, interstate transactions may be enforceable under the Federal Arbitration Act.

## Termination of Contract

### Contractor

The Contractor may terminate the Contract if the Work is stopped for a period of time at no fault or act of the Contractor, non Payment of Work performed and billed and substantial breach of the Agreement. The Contractor is to submit in writing to the Owner, within 7 (seven) days of the occurrence or within state governing regulations, the reason(s) for stoppage and the intent to collect unpaid Progress Payments and the costs for stored materials, equipment, overhead & profit and damages related to the stoppage.

The Contractor may terminate the Agreement with the Subcontractor if the Subcontractor is in substantial breach of the Agreement by not supplying an adequate qualified work force to meet scheduling and Time requirements, failure to make Payments to material suppliers and other Subcontractors, continuous violations of the law and public regulations.

The Contractor upon Written Notice to the Subcontractor, within 7 (seven) days or the limits of the law, may terminate the Agreement, stop Payment and proceed to Contract with another Subcontractor and or complete the unfinished portions of the Agreement himself.

Payment for completing the unfinished Work and correcting any defective Work will be from any unpaid Payments to the Subcontractor. Any cost amount exceeding Agreement amount for the Contractor's Work may be collected from the Subcontractor by any legal means.

### Owner

The Owner may terminate the Contract with the Contractor if the Contractor is in substantial breach of the the Contract by not supplying an adequate qualified work force to meet scheduling and Time requirements, failure to make Payments to material suppliers and Subcontractors, continuous violations of the law and public regulations.

The Owner upon Written Notice to the Contractor, within 7 (seven) days or the limits of the law, may terminate the Contract, stop Payment and proceed to Contract with another Contractor and or complete the unfinished portions of the Contract himself.

Payment for completing the unfinished Work and correcting any defective Work will be from any unpaid Payments to the Contractor. Any cost amount exceeding Contract Amount for the Contract's Work may be collected from the Contractor by any legal means.

### Subcontractor

The Subcontractor may terminate the Contract if the Work is stopped for a period of time at no fault or act of the Subcontractor, non Payment of Work performed and billed and substantial breach of the Agreement. The Subcontractor is to submit in writing to the Contractor, within 7 (seven) days of the occurrence or within state governing regulations, the reason(s) for stoppage and the intent to collect unpaid Progress Payments and the costs for stored materials, equipment, overhead & profit and damages related to the stoppage.

## DEFINITIONS

**Agent** is an authorized individual or entity of the Owner or Contractor and designated in writing to act on their behalf with respect to the Project and Contract Documents.

**Application for Payment** is the industry standard invoice form consisting of the G702 and G703

**Arbitration** is the intervention of a third party as provided by the Contract Documents to settle Disputes.

**Architect** is an individual or firm permitted by law to practice architecture and referred to in the Contract Documents. The Architect may also be the Owner's Agent if designated in writing to the Contractor.

**Certificate of Payment** is a written document issued by the Owner to the Contractor approving a pay request for the Contractor.

**Change Order** is a written document signed by both parties specifying the change in Work, amount of adjustment to the Contract Sum and Contract Time.

**Change Order Directive** is a written order by the Owner instructing change in the Work and is subject to agreement by both parties and a signed Change Order.

**Claim** is a written request or assertion by the Owner or Contractor seeking relief with respect to a particular matter of the Contract Documents.

**Completion** is determined to be when all Work and inspections have been completed in compliance with and accepted under the terms of the Contract Documents.

**Contract** is the binding written Agreement entered into between the Owner and Contractor for the Project as stated in the Contract Documents.

**Contract Documents** consist of the Agreement between Owner and Contractor, "The Agreement" and all references therein.

**Contractor** is the person, firm or entity referred to in the Agreement and is interchangeable with the Agent if an Agent is designated in writing, as stated in the Contract Documents.

**Contract Sum** is the dollar amount of the Agreement including signed Change Orders and payable as stated in the Contract Documents.

**Drawings** are the blue prints and if required the shop drawings. They are the pictorial and graphic description of the Project as a whole or portion thereof.

**Dispute** is a written demand or assertion by the Owner or Contractor seeking relief with respect to a particular matter of the Contract Documents that the Owner and Contractor can not agree to.

## DEFINITIONS

**Mediation** is any Claim or Dispute which can not be settled by the Owner and Contractor and is to be resolved by the provisions of the Contract Documents and or Arbitration.

**Modification** is a written amendment to the Contract signed by both parties.

**Owner** is the person, firm or entity referred to in the Agreement and is interchangeable with the Agent if an Agent is designated in writing as stated in the Contract Documents.

**Payment** The Contract Sum of the Agreement and the specific Progress Payments referred to in the Contract Documents

**Progress Payments** As stated in the Contract Documents, Payment will be made in stages of Completion for the Work performed to date.

**Project** is the total Work to be performed under the terms of the Agreement.

**Project Manual** Is the accumulated references of the Agreement and consists of all the Contract Documents.

**Specifications** are a specific portion of the Work consisting of the written requirements for materials, equipment, installation technique and performance standards.

**Subcontractor** is an individual or entity that is to perform specific portions of the Contractor's Work.

**Substantial Completion** When the Work has progressed to a stage when all or a designated portion of the Work can be used for the stated purpose as outlined in the Contract Documents.

**Time** is the allotted period (time limits) provided by the Contract Documents including any approved changes. It may also include a date of commencement and Substantial Completion of the Work. "Day" refers to calendar days. The Contract Documents may include a bonus for early Completion and a penalty for late Completion.

**Warranty** is the specific guaranty type and time period relevant to the Contractor's labor, material installation and manufacturer's product guaranty as spelled out in the Contract Documents.

**Work** is the total performance of the Contract Documents agreed to and signed in the Agreement between the Owner and Contractor.

**Written Notice** is any written document relevant to the Project and Contract Documents delivered by the Owner or Contract to the other party to the Agreement and shall be deemed to have been duly served if delivered to the individual or firm at it its last business address in person, registered mail, or certified mail.