RESOLUTION 2022-5 MOUNT HOLLY FIRE DISTRICT No. 1

RESOLUTION AUTHORIZING CONTRACT FOR ARCHITECTURAL MILLWORK

- 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 craftsman to fabricate, supply, and install custom millwork, specifically two (2) infill doors; and,
- WHEREAS, the Board finds and determines that relative to the Relief firehouse project, the District requires similar services to comply with provisions set forth by the New Jersey State Historic Preservation Office; and,
- WHEREAS, the Treasurer and Director of Fire Services has determined that anticipated needs for this service exceeds 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 \$43,988.00;
- **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 Vintage Millwork, T/A B&D Builders, LLC, 34 S. Vintage Road, Paradise, Pennsylvania 08512 for millwork fabrication 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- **BE IT FURTHER RESOLVED,** that any resolution or part of a resolution inconsistent herewith are hereby repealed or otherwise revoked; and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
Jeena Sheppard			/			
Nicole Saucier	,	/	1			
Joshua Brown			1			
Jason Fajgier			\			
Richard McIlwee						

CERTIFICATION

I, **NICOLE SAUCIER**, 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 2^{nd} day of February, 2022.

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 2nd day of February, 2022.

NICOLE SAUCIER, CLERK

Board of Fire Commissioners

Fire District No.1

Township of Mount Holly

District Seal



34 S. Vintage Road, Paradise, PA 17562 O: 717.407.5880 | F: 717.442.8911 Amos.Fisher@vintage-mr.com Vintagemillworkrestoration.com

Jay Appleton

609-504-5985

January 28, 2022

2000 Midlantic Drive

JAppleton@greyhawk.com

PO# JA012822

Mount Laurel, NJ 08054

Scope of Work:

> Arch Door Unit

Supply (1) unit - 8' wide x 11'2" high - 2 1/8" thick double doors, with fixed panels on each side Overall width to be 16'5"

Design to match supplied drawing,

Material shall be: (Kiln Dried Qtr. Sawn Sapele Mahogany),

Panels to be raised panels.

Stiles to be engineered to prevent warping,

Glass to be 1/2" Insulated and tempered.

Includes outswing threshold,

4.5" oil rubbed bronze ball bearing mortise hinges, 5 per door,

Includes Ashley Norton Oil Rubbed Bronze SQSGL hardware with lever of customer's choice,

with matching dummy for inactive door,

Includes 18" surface bolts for top and bottom of inactive door,

Door to be prehung in 5 1/2" wide x 1 1/4" thick jamb,

Includes arched jamb,

Includes seal and bottom corner pads to ensure the seal of door,

Door to be finished with 1 coat of Sansin Resolution 1 stain in the color of customers choice and 3 coats of Sansin Resolution 2 clear (2 gloss and 1 satin)

> Arch Door Unit - Fixed

Supply (1) unit - with 4 fixed panels.

Overall width to be 16'5"

Design to match supplied drawing,

Material shall be: (Kiln Dried Qtr. Sawn Sapele Mahogany),

Panels to be raised panels,

Stiles to be engineered to prevent warping,

Glass to be 1/2" Insulated and tempered,

Includes Ashley Norton Oil Rubbed Bronze SQSGL dummy hardware with lever of customer's choice.

Door to be prehung in 5 1/2" wide x 1 1/4" thick jamb,

Includes arched jamb,

Includes seal and bottom corner pads to ensure the seal of door,

Door to be finished with 1 coat of Sansin Resolution 1 stain in the color of customers choice and 3 coats of Sansin Resolution 2 clear (2 gloss and 1 satin)

Includes installation of door units. Includes site check prior to installation.

1 set of shop drawings for owner's approval,

Does not include casing.

Vintage Millwork & Restoration LLC Agrees to do work as outlined above for a Total of:

1	Operable Doors	\$19,568
1	Non-Operable Doors	\$18,590
	Installation	\$5,830
Total		\$43,988

Price is valid for 30 days.

Payment schedule and terms:

\$17,595	Down at Signing of Contract	40%
	Upon Delivery of Material to our Shop	
	Upon Completion	30%
-		30%

Materials increase clause: The contract price for this project has been calculated based on the current prices for the component building materials. However, the market for the building materials that are specified is volatile, and sudden price increases could occur. VMR agrees to use its best efforts to obtain the lowest possible prices from available material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of contract for use in this project, the Customer agrees to pay that cost increase to VMR. Any claim by VMR for payment of a cost increase, as provided above, shall require written notice delivered to the Customer stating the increased cost, the building material or materials in question, and the source of supply, supported by invoices or bills of sale.

Wood Door Warranties:

Vintage Millwork & Restoration warrants all stile and rail doors manufactured and sold by VMR to be of quality material and workmanship and to be free from manufacturing defects which render said doors unserviceable for their ordinary recommended use for a period of one year from the date of manufacture.

Subject to the conditions and restrictions listed below:

Upon receipt all visible defects which can be reasonably discovered by inspection or mistakes in shipment must be reported to VMR within 5 days and before the product is installed, finished or cut in any way. Otherwise, the product shall be deemed correct and acceptable.

Should a VMR door fail to conform to this warranty, VMR will at its sole option (1) repair the door(s), (2) replace the door(s), or (3) refund the original price paid to VMR for the door(s).

VMR will not pay for the labor, installation, or finishing of the replacement door, all of which shall be the sole responsibility of the person making the warranty claim.

VMR will not be liable for any door(s) replaced or repaired without its written consent. In areas where VMR does not have a representative, the claimant may be required to provide photographs, other documentation, or in some cases, return the door(s) as required by VMR to aid in determining the validity of the claim and the best remedy.

The following shall not be considered defects in materials or workmanship and are not covered by this warranty:

I - WARP TOLERANCE

- Warp or bow on any door wider than 42" or taller than 96".
- Warp or bow in any nominal 1 3/4" or thicker door, 42" wide or 96" tall or smaller that does not exceed 1/4" in the plane of the door. Warp is any distortion in the door itself and does not refer to the relationship of the door to the frame or jamb in which it is hung. The term warp shall include bow, cup and twist. Measuring the amount of warp present in the door, the following method shall be used: bow, cup and warp shall be measured by placing a straight edge, taunt wire, or string on the suspected concave surface of the door at any angle (i.e. horizontally, vertically, diagonally) with the door in its installed position. The measurement of warp shall be made at the point of maximum distance between the bottom of the straight edge, taunt wire or string and the face of the door.
- Bow or non-alignment problems in jambs that have not been installed so that all legs are plumb and the header and threshold are level. A 6' or longer level should always be used in the installation.
- White-pine doors are sold as a cost-effective door and should not be installed on exterior applications, especially when exposed directly to the weather elements. It is a soft wood and if exposed to moister for extended periods of time eventually rots the wood. For this reason it is not warranted.
- If a warranty claim is because of warp, VMR may defer repairing or replacing the product for a period of up to 12 months from the date of installation or date of the claim, as it is not uncommon for a temporary warp condition to occur as the door adjusts to local humidity and temperature conditions. This deferral will not count against the warranty period.
- True plank doors are not warranted against warp or bow.

II - DAMAGE

- Damage caused by others or by any cause beyond the control of VMR, including but not limited to damage caused by misuse, abuse, accidents, mishandling or by fire, flood, earthquake, storm, tornado or other acts of nature. "Misuse" of a door includes but is not limited to, using a door on a building without providing adequate overhang or an appropriate finish. Adequate overhang depends on the typical weather conditions of the area where the door is to be used and the direction it faces. This typically means an overhang projecting a distance from the structure one-half the distance between the bottom of the door and the bottom of the overhang. Appropriate finish usually means avoiding dark colored finishes on surfaces exposed to direct sunlight to reduce chances of warping or checking and keeping all six (6) sides sealed with a good waterproof finish with a UV inhibitor.
- Damage caused by failure to properly finish, handle and care for the door which includes but is not limited to damage caused by failure to seal and keep sealed all six (6) sides of the door and

properly comply with the information found in the "Finishing Instruction" information available from VMR. Doors should be finished immediately upon receipt. Failure to seal all six (6) sides of a door within 10 days of receipt will void this warranty.

- Damage caused by failure to perform normal homeowner's maintenance, including maintaining the finish on all doors (factory finish or customer finish). VMR does <u>NOT WARRANTY</u> how long a factory finish or any other finish will last.
- Damage due to extreme temperature build-up where storm doors are used. Storm doors must be vented to avoid this temperature build-up.
- Product failure due to improper or incorrect installation.

III - PANELS

- Panel movement or shrinkage of 1/4" or less. The door panels in your door are "floating panels" and are designed so they can move with changes in temperature and humidity. This may cause a panel to shrink, leaving an unstained line along a panel's edge. This is not a defect (see "Maintaining Your Door" for how to work with this normal movement).
- VMR recommends using smooth or v-groove raised panels. We will build flat or flat v-groove panels but do not warranty them against splits or cracks.

IV - FINISH

- Variations or unsatisfactory results in color, gloss level, texture or appearance resulting from field application of stain, paint or any other finish material. All doors that are shipped unfinished have been factory sanded but will require finish sanding before staining or painting.
- Natural variations in color, texture, and grain of the wood.
- Discoloration, rusting, or finish deterioration of any decorative metal accent pieces (grills, clavos, strap hinges) or other hardware that is not warranted by their manufacturer.
- Knot placement, quantity, size or depth of knots on knotty woods such as knotty alder or cedar doors.
- Texture, grain, size variation or placement of distressing marks in distressed doors.

V - GLASS

- Double glazed insulated glass is not warranted against seal failure if it is installed above 4,000 feet
- Triple glazed insulated glass is not warranted against seal failure.
- Glass claims such as scratches, smudges and other blemishes must be claimed within 5 days from receipt of the doors. The standard for determining that a scratch, smudge or blemish warrants replacement is as follows:
- a. It can be seen from a distance of 10 feet.
- b. It occurs within an oval shaped area comprising 80" of the viewing area of the glass.
- c. It is visible against normal daylight (not direct sunlight) when viewed perpendicular to the glass.
- 4. Under the terms of this warranty, our obligation is to replace the defective glass F.O.B. from the dealer's

warehouse that supplied the glass. No labor, installation and/or consequential damages are included.

VI - MISCELLANEOUS

- Hardwood surface checks that are less than 1/16" in width and 4" in length. Are not included.
- Expansion or contraction due to varying environmental conditions such as temperature and humidity.
- Doors shipped out of the continental United States are not warranted.

- Claims under this Limited Warranty must be made in writing within the period of the warranty and before any work is done to repair to: Warranty Claims Vintage Millwork & Restoration LLC 34 S. Vintage Rd. Paradise PA17562 or FAX to 717-687-3510. Claims should include the date and location of purchase, the VMR invoice number, the nature of the problem, and the name, address and phone number of the person making the claim. VMR reserves the right to have up to 30 days to have the door inspected by a representative of VMR.

The Limited Warranty extends only to the original purchaser of the products or to the original purchaser of the structure into which such product is installed.

This warranty sets forth VMR maximum liability for its products. VMR makes no other warranty, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose, with respect to its products except as it is set forth above. No distributor, dealer or representative has the authority to change or modify this limited warranty. In no instance shall VMR be responsible for indirect, consequential or incidental damages. This warranty gives you the specific legal rights, and you may also have other legal rights which vary from state to state. Some states do not allow the exclusion or limitation of implied warranties or of incidental or consequential damages, so the limitation or exclusion may not apply to you. In such a case, the duration of any implied warranty shall be the same as that of the expressed warranty stated within.

Note: VMR reserves the right to make product improvement changes in specifications, materials, and construction details. VMR premier hardwoods vary in color and grain, which can affect finish color. Variances in photography, computer screens and printing may also cause finish colors shown to vary from actual finish.

Vintage Millwork & Restoration LLC to Provide Materials and Labor as Noted Above:

Amos Fisher

Date 4-7/21

Accepted and Agreed to b

2022

Date

2022