

**RESOLUTION NO. 2022-154**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE PURCHASE A REPLACEMENT OF A NEW JERSEY TRANSIT BUS SHELTER ON RADIO ROAD (AMERICAN RESCUE PLAN ACT FUNDING)**

**WHEREAS**, the Little Egg Harbor Township is in need to replace the New Jersey Transit bus shelter located on Radio Road; and

**WHEREAS**, the contract is less than the bid threshold and may be awarded in accordance with N.J.S.A. 40A:11-6.1 after soliciting at least two competitive quotations, if practicable; and

**WHEREAS**, Handi-Hut provided a quote, dated May 25, 2022, for the purchase of one (1) New Jersey Transit Type "S" 10' x 5" bus shelter for a total amount not to exceed \$8,965.00; and

**WHEREAS**, the Township has determined that it may utilize funding from the American Rescue Plan Act of 2021 (H.R. 1319, 117th Cong. (2021) for said purchase; and

**WHEREAS**, it is the desire of the governing body to award a contract for one (1) New Jersey Transit Type "S" 10' x 5" bus shelter to Handi-Hut.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey, as follows:

1. That the governing body does hereby authorize the purchase of one (1) New Jersey Transit Type "S" 10' x 5" bus shelter to Handi-Hut, for a total amount not to exceed \$8,965.00, in accordance with the quote submitted on May 25, 2022 and attached hereto.
2. That the Mayor and/or the Township Administrator are authorized to execute the terms and conditions in accordance with the attached quote from Handi-Hut.
3. That a certificate of availability of funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contact: \_\_\_\_\_

G-02-41-728-104

4. That a certified copy of this resolution, together with a copy of the quote with the terms and conditions, shall be forwarded by the Municipal Clerk to the Chief Financial Officer, Department of Public Works and Handi-Hut.

**CERTIFICATION**

I, **SUSAN M. FARRELL**, do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body of the Township of Little Egg Harbor at a meeting held on the **9th** day of **June, 2022**.



**SUSAN M. FARRELL, RMC**  
Deputy Township Clerk  
Township of Little Egg Harbor

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, **RODNEY HAINES**, Chief Financial Officer for the Township of Little Egg Harbor do hereby certify that adequate funds are available for a contract with Handi-Hut at an amount not to exceed \$8,965 in accordance with the quote submitted on May 25, 2022.

The funds which are available for this contract are found in the following line item appropriations or ordinances:           G-02-41-728-104          

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**RODNEY HAINES**, Chief Financial Officer  
Township of Little Egg Harbor



3 GRUNWALD STREET CLIFTON, NJ 07013 - 973-614-1800

Kasey Powers  
Little Egg Harbor Township  
Ph: 609-296-7241 X235  
May 25, 2022

**QUOTATION**  
**HANDI-HUT OUTDOOR SHELTERS**

One (1) NJT Type "S" Shelter (10'-0" x 5'-0") with poly-hip roof. 6' Anti-vagrant bench, schedule holder and "Maintained by" decal included.

Aluminum to be powder-coated NJ Transit green **\$8,965**

One (1) Model #4-2PH (10'-0" x 5'-0") with 3 walls (open front) and poly-hip roof. 5' bench/backrest included. Aluminum to be dark bronze anodized

**\$7,420**

Optional green powder-coat finish

**\$1,050**

Freight (one unit)

**\$1,150**

**NOTE:**

**LEAD TIME WILL BEGIN UPON RECEIPT OF WRITTEN ORDER. CREDIT CARD PAYMENTS WILL INCUR A 3% FEE. PRICES DO NOT INCLUDE SALES OR OTHER TAXES, FREIGHT (UNLESS QUOTED), PERMITS, OR INSTALLATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO UNLOAD THE DELIVERY TRUCK. A LOADING DOCK AND/OR FORKLIFT WILL BE REQUIRED. SITE SPECIFIC ENGINEERED DRAWINGS AND CALCULATIONS FOR BUILDING CODE COMPLIANCE AVAILABLE AT ADDITIONAL COST (IF REQ'D).**

ALUMINUM: 6063 - T52 ALLOY, 313 DARK BRONZE ANODIZED OR GREEN POWDER-COAT

GLAZING: 1/4" CLEAR TEMPERED GLASS

ROOF PANELS: 1/4" BRONZE TWIN WALL POLYCARBONATE

ACCEPTED BY:

PRINT NAME

RODNEY R. HANES

DATE:

5/25/22

LEAD TIME: APPROXIMATELY 14-16 WEEKS AFTER RECEIPT OF WRITTEN ORDER AND APPROVED SUBMITTALS (IF REQUIRED). (LEAD TIME SUBJECT TO CHANGE AND DOES NOT INCLUDE TIME IN TRANSIT)

TERMS: NET 30. ALL PRICES F.O.B. CLIFTON, NEW JERSEY. PRICES AND DELIVERY STATED HEREIN ARE NOT VALID AFTER THIRTY (30) DAYS FROM DATE SHOWN ABOVE UNLESS RECONFIRMED IN WRITING BY HANDI-HUT.

WARRANTY: SHELTERS SHALL BE GUARANTEED AGAINST ANY DEFECTS IN MATERIAL AND/OR WORKMANSHIP FOR 1 FULL YEAR FROM DELIVERY DATE. HANDI-HUT LIMITS IT'S LIABILITY TO SHIPMENT OF REPLACEMENT OF PARTS ONLY, LABOR NOT INCLUDED.

# Duo-Gard Industries

40442 Koppernick Road, Canton, MI 48187

Ph: 734-207-9700, Fax: 734-207-7995

## QUOTATION

Number: 43009 Date: 6/13/2022

Preparer: Dean Duerst

Name: Kasey Powers

City: Little Egg Harbor

Company: Little Egg Harbor Township

State: NJ Zip: 08087

Address: 665 Radio Road

Telephone: 609-296-7241

Fax:

Shelter Style: 3-Sided Transit Shelter	Shelter Size: Width: 5'	Length: 10'
Roof Style: Translucent Hip - PCSS	Door Style: No Door	# of Doors: 0

	<u>Quantity</u>	<u>PER</u>	<u>Unit Price</u>	<u>Cost</u>
Walls, Roof		S.F.		\$12,610.00
		S.F.		
		S.F.		

### OPTIONS

5' x 10' Transit Shelter, 3 Sided

Translucent Hip - PCSS

Powder Coated Aluminum Framing RAL TBD

1/4" Clear Tempered Safety Glass Walls

Upper Air Space

1 EA. \$425.00 \$425.00

Hoop bench - freestanding/aluminum

5 L.F. \$167.00 \$835.00

Structural Upgrade For 125 mph Wind Load and  
35 psf Snow Load

1 EA. \$875.00 \$875.00

Freight Included: FOB: Little Egg Harbor, NJ 08087

Sub Total: \$14,745.00

Packaging, Handling, and Delivery (F.O.B. Destination): \$1,150.00

Number of Units: 1

Sub Total: \$15,895.00

Sales Tax:

Duo-Gard Installation Services:

Sales / usage tax are not included in this pricing

Grand Total: \$15,895.00

•Pricing is valid for 30 days. Duo-Gard reserves the right to update pricing at time of order. •Due to supply chain constraints Duo-Gard will not be held liable for liquidated or other delay penalties. •Please discuss lead times for submittals, shop drawings, and production prior to placing your order. We can update you on the current conditions for materials and the supply chain for your project. •Projects that do not deliver materials within 9 months are subject to re-pricing. •Shipping quoted is an estimate and may be updated at the time of final shipment based on the current rates.

**PRICES SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN 30 DAYS**

**There will be a MINIMUM 20% charge for all cancelled orders - 50% Deposit Required**

**Note: A forklift and loading dock are required for unloading. Fork extensions could be needed.**

**Contact us if this needs to be revisited to accommodate your needs**

TOO EXPENSIVE

**AGREEMENT**

**THIS AGREEMENT** made this 9<sup>th</sup> day of **June, 2022**, by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, with its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087, hereinafter referred to as "Township," and **HANDI-HUT**, having its principal offices located at 3 Grunwald Street, Clifton, New Jersey 07013, hereinafter referred to as "Contractor."

**W I T N E S S E T H:**

That and for and in consideration of the sum of **EIGHT THOUSAND NINE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$8,965.00)**, in accordance with the quotation attached herein, Contractor agrees to furnish to the Township one (1) NJT Type "S" shelter (10'0" x 5'0") with poly-hip roof, aluminum power-coated NJ Transit green, 6' anti-vagrant bench, schedule holder and "Maintained by" decal, to the Township of Little Egg Harbor, in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Township, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will supply one (1) NJT Type "S" shelter (10'0" x 5'0") with poly-hip roof, aluminum power-coated NJ Transit green, 6' anti-vagrant bench, schedule holder and "Maintained by" decal, to the Township of Little Egg Harbor, in accordance with the contract documents and in compliance with this agreement.

The Contractor agrees to receive as full compensation the amount stated herein, \$8,965.00, for the furnishing of one (1) NJT Type "S" shelter (10'0" x 5'0") with poly-hip roof, aluminum power-coated NJ Transit green, 6' anti-vagrant bench, schedule holder and "Maintained by" decal, to the Township of Little Egg Harbor. The Contractor shall be



Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777

f: 732.905.6555

responsible for all loss or damage arising out of the furnishing of the one (1) NJT Type "S" shelter (10'0" x 5'0") with poly-hip roof, aluminum power-coated NJ Transit green, 6' anti-vagrant bench, schedule holder and "Maintained by" decal, to the Township of Little Egg Harbor or from any action of the elements; or from any unforeseen obstruction or difficulties which may be encountered of every description connected with the furnishing of the one (1) NJT Type "S" shelter (10'0" x 5'0") with poly-hip roof, aluminum power-coated NJ Transit green, 6' anti-vagrant bench, schedule holder and "Maintained by" decal, to the Township of Little Egg Harbor until the same have been accepted by the Township.

To prevent all disputes and litigation, it is agreed by and between the parties to this agreement that the Township shall in all cases determine the quantity and/or quality of goods and/or services delivered, rendered and paid for under this agreement.

The parties to this agreement agree to incorporate into this agreement the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a).

The parties to this agreement further agree to incorporate into this agreement the mandatory language of section 3.6 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said section 3.6.

The Contractor shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

**r|m|s|h|c**

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The Contractor shall submit a copy of the Certificate of Employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to the execution of this agreement.

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the Township, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates, and a subcontractor and each of its affiliates, [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 *et al.*) or Subsection e. or f. of Section 92 P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided

under a contract with a contracting agency.

This agreement, together with the contract documents, form the contract and they are as fully a part of this agreement as if hereto attached or herein repeated.

The Township and the Contractor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

**r|m|s|h|c**

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IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG  
HARBOR

\_\_\_\_\_  
SUSAN M. FARRELL, RMC/CMR  
Deputy Township Clerk  
(Seal)

By \_\_\_\_\_  
JOHN KEHM, Mayor

HANDI-HUT

\_\_\_\_\_  
Secretary  
(Seal)

By \_\_\_\_\_  
President

**r|m|sh|c**

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