

## FORM OF CONTRACT

**THIS AGREEMENT**, between the City of Ventnor , a (municipal corporation) of the State of New Jersey, having its principal offices located at 6201 Atlantic Avenue, Ventnor City, New Jersey, hereinafter referred to as Owner and GreenLife Energy Solutions having its principal place of business located at 651 South Mill Road, Unit #3, Absecon, NJ, 08201 hereinafter referred to as "Contractor";

### **WITNESSETH;**

That for and in consideration of the sum of \$37,000.00 for initial setup and \$8,750.00 per monthly maintenance fee not to exceed the amount of \$98,250.00 for seven months of heat, contractor agrees to furnish to the Owner, the labor, material, equipment and services in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Owner, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will complete the Ventnor City Municipal Building Temporary Heat, in accordance with the contract documents and in compliance with this agreement.

Contractor agrees to receive as full compensation the amount stated herein, namely not to exceed the amount of \$98,250.00 for seven months of heat, for said services provided to the Owner. Contractor shall be responsible for all loss or damage arising out of the furnishing of the services aforesaid.

To prevent all disputes and litigation, it is agreed by and between the parties to the Contract that the Owner shall in all cases determine the quantity of the goods delivered and paid for under this contract, and as to the interpretation of any ambiguity in or intent of the drawings and specifications.

The Contract documents shall consist of the following:

1. Notice to Bidders.
2. Specifications.
3. Contractors Proposal (as accepted).
4. Contract Agreement.
5. Contract Drawings
6. All Addenda.

The parties to this contract agree to incorporate into this contract the mandatory language of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, 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 Regulations.

Due to the age of the existing heating system any major mechanical component Contractor plans to utilize for the delivery of temporary heat which is deemed inoperable will be replaced at the cost of Ventnor City.

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

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

IN WITNESS WHEREOF, they have executed this Agreement.

GreenLife Energy Solutions:

ATTEST:

Edward Ryan

BY Tim Datis

EDWARD RYAN, PRESIDENT  
Print Name & Title

TIM DATIS, PROJECT MANAGER  
Print Name & Title (Seal)

Dated this 23 day of OCTOBER, 2013.

OWNER: Ventnor City

ATTEST:

[Signature]

BY Janice K Callaghan

Mayor J. Michael Bagnell  
Print Name & Title

JANICE K. CALLAGHAN, RMC CITY CLERK  
Print Name & Title (Seal)

Dated this 31<sup>st</sup> day of October, 2013

*Engineer*

**RESOLUTION  
NO. 165 OF 2013**

**AWARD OF CONTRACT FOR CITY HALL TEMPORARY HEATING**

WHEREAS, the Municipal Clerk of the City of Ventnor City received in her office on Wednesday, October 16, 2013, at 11:00 AM, one (1) bid for "CITY HALL TEMPORARY HEATING"; and

WHEREAS, the bid has been reviewed and found to be complete and in compliance with the specifications.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of Ventnor City that it hereinafter award the Contract for CITY HALL TEMPORARY HEATING to GreenLife Energy Solutions, 651 S Mill Rd., Unit 3, Absecon, NJ 08201 in the total Amount of \$37,000 for installation and \$8750/month for Service and Monitoring.

BE IT FURTHER RESOLVED that a Certificate of Availability of Funds is issued by the Municipal Chief Financial Officer shall be attached hereto.

I, **JANICE K. CALLAGHAN**, City Clerk of the **CITY OF VENTNOR CITY**, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the **Ventnor City Board of Commissioners** held this 17<sup>th</sup> day of October, 2013 and in witness whereof I hereunder set my hand and official seal on this date written.

	Motion	Second	Yes	Nay	Abstain	Absent
Sarno		✓	✓			
Kelly			✓			
Bagnell	✓		✓			

*Janice K. Callaghan*  
**JANICE K. CALLAGHAN, RMC  
CITY CLERK**

# Ventnor City

6201 Atlantic Ave.

Ventnor, NJ 08406

TEL (609)823-7900 EXT 1917 FAX (609)822-0214

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	13-01936

ORDER DATE: 10/17/13

REQUISITION NO:

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #21-6001326 - TAX EXEMPT

S H I P T O	City of Ventnor Engineer 6201 Atlantic Avenue Ventnor, NJ 08406 609-823-7901 Ext. #1901
	V E N D O R

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/1	City Hall Temporary Heating Catalog #: RES 165 OF 2013 * Attached please find a Business Entity Disclosure Certification form and a W9. Please complete and return them to the Attention of the Finance Dept.  Thank you	C-01-12-001-001 SPECIAL EMERGENCY - HURRICANE SANDY	52,500.0000	52,500.00
			TOTAL	52,500.00

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p><b>X</b></p> <p>_____</p> <p>VENDOR SIGN HERE</p> <p>_____</p> <p>OFFICIAL POSITION DATE</p> <p>_____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO.</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>_____</p> <p>DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER &amp; ITEMIZED BILLS TO:</p> <p>Ventnor City Finance Dept 6201 Atlantic Ave. Ventnor, NJ 08406</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>_____</p> <p>City Administrator</p> <p>_____</p> <p>Chief Finance Officer</p> <p>_____</p> <p>Department Head</p>