

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2014-124

Council Meeting Date: 03-31-2014

Date Adopted: 03-31-2014

TITLE: RESOLUTION APPROVING FINAL CLOSEOUT OF THE PROJECT
COMMONLY KNOWN AS TENNIS COURT RECONSTRUCTION
PROJECT

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Madden.

WHEREAS, the Borough of New Providence awarded a contract to All Surface Asphalt Paving, Inc. for the project commonly known as "Tennis Court Reconstruction Project", and

WHEREAS, the Engineering Department has determined that the project has been completed; and

WHEREAS, the Borough Engineer recommends the release of the final payment, in the amount of \$4,130.33.

NOW THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, County of Union and State of New Jersey that they hereby approve final payment in the amount of \$ \$4,130.00 to All Surface Asphalt Paving, Inc., 528 Hardenberg Ave., Point Pleasant, N.J. 08742.

APPROVED, this 31st day of March, 2014.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO			X	
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 31st day of March, 2014.

Wendi B. Barry, Borough Clerk

J. Brooke Hern, Mayor

Andrew R. Hipolit, Borough Engineer

Margaret Koontz, Administrative Assistant

MEMORANDUM

To: Doug Marvin, Borough Administrator

From: Andrew Hipolit, P.E., Borough Engineer *AHR*

CC: Wendi Barry, Borough Clerk (w/attachments)
Keith Lynch, Director of Planning and Development
Jim Johnston, Public Works Manager

Dated: March 10, 2014

**RE: Resolution for Project Change Order #3 and Final Payment
Tennis Court Reconstruction Project**

With reference to the above captioned project, I hereby transmit Project Change Order (No. 3 and Final) in the deduct amount of (-) \$13,303.55 and Final Payment in the amount of \$4,130.33 for approval through Resolution by the Mayor and Council.

All Surface Asphalt Paving (ASAP) has completed all of the contracted and corrective work as of August 20, 2013 as required by the Engineering Department for the Tennis Court Reconstruction Project. Attached, please find the following final project closeout documents (Attachments 1-7) that have been reviewed by our office:

1. Final Payment dated March 10, 2014;
2. Project Change Order (No. 3 and Final);
3. ASAP Letters, dated November 20, 2012 and December 24, 2013;
4. ASAP Final Invoice dated August 30, 2013;
5. Maintenance Bond valid for a period of (2) years from the date of September 27, 2013;
6. Affidavit – Tennis Court Reconstruction Project, notarized December 24, 2013;
7. Release - Tennis Court Reconstruction Project, dated December 24, 2013.

I hereby recommend that the Mayor and Council approve Project Change Order #3 in the deduct amount of (-) \$13,303.55 and Final Payment in the amount of \$4,130.33 to All Surface Asphalt Paving.

Attached are copies for your reference.

File: NPT265 Tennis Court Reconstruction Project

ATTACHMENT 1

FINAL PAYMENT

Tennis Court Reconstruction Project

Contractor: All Surface Asphalt Paving, Inc.
528 Hardenberg Avenue
Point Pleasant, NJ 08742

Original Base Bid = \$130,995.00
Change Order #1 = \$14,925.00
Change Order #2 = \$400.00
Change Order #3 = (\$13,303.55)
Final Contract = \$133,016.45

Owner: Borough of New Providence
360 Elkwood Ave
New Providence, NJ 07974

ITEM NO.	DESCRIPTION	UNITS	QUANTITIES		UNIT PRICE	TOTAL
			BID	ACTUAL		
1.	SILT FENCE	LF	2800	0	\$ 0.50	\$ -
2.	CONSTRUCTION DRIVEWAY, 6" THICK (OVER GRASS LANDSCAPE)	SY	350	0	\$ 5.00	\$ -
3.	CONSTRUCTION DRIVEWAY, 6" THICK (OVER 4'-0" ASPHALT SIDEWALK)	SY	250	0	\$ 5.00	\$ -
4.	CONSTRUCTION DRIVEWAY, 6" THICK (OVER GRAVEL PATH)	SY	130	0	\$ 5.00	\$ -
5.	TRAFFIC CONES	UN	30	15	\$ 3.00	\$ 45.00
6.	CONSTRUCTION SIGNS	SY	200	0	\$ 1.00	\$ -
7.	CLEARING SITE, REMOVAL AND RESETTING OF TENNIS COURT EQUIPMENT	LS	1	1.00	\$ 3,000.00	\$ 3,000.00
8.	ACCESS, REMOVAL AND RESETTING OF CHAIN-LINK FENCE	LS	1	0	\$ 500.00	\$ -
9.	REMOVAL AND REPLACEMENT OF FENCE POST FOUNDATIONS & RESETTING OF CHAIN-LINK FENCE	LS	1	0	\$ 200.00	\$ -
10.	NO ITEM					
11.	NO ITEM					
12.	NO ITEM - ALTERNATE B					
13.	NO ITEM - ALTERNATE B					
14.	HMA MILLING, 2" THICK AND VARIABLE	SY	2800	0	\$ 4.00	VOID per CO#1
15.	SEALING OF CRACKS IN HOT MIX ASPHALT BASE COURSE	LS	1	1	\$ 1,000.00	\$ 1,000.00
16.	HOT MIX ASPHALT SURFACE COURSE MIX I-5, 2" THICK AND VARIABLE	TONS	325	0	\$ 135.00	VOID per CO#1
17.	NO ITEM - ALTERNATE D					
18.	NO ITEM - ALTERNATE E					
19.	NO ITEM - ALTERNATE E					
20.	NO ITEM - ALTERNATE E					
21.	TEMPORARY PAINT, LATEX PAINT TENNIS COURT LAYOUT, (USTA REGULATIONS)	LF	2200	0	\$ 1.00	\$ -
22.	TOPSOILING, 4" THICK	SF	1000	0	\$ 0.50	\$ -
23.	FERTILIZING AND SEEDING, TYPE A-3	SF	1000	0	\$ 0.50	\$ -
24.	STRAW MULCHING	SF	1000	0	\$ 0.50	\$ -
25.	NO ITEM - ALTERNATE C					
26.	NO ITEM - ALTERNATE A					
						\$ 4,045.00
ITEM NO.	ALTERNATE BID B	UNITS	BID	ACTUAL	UNIT PRICE	TOTAL
21B	PERMANENT PAINT, TENNIS COURT SURFACE	SF	24500	24500	\$ 0.94	\$ 23,030.00
						\$ 23,030.00
ITEM NO.	ALTERNATE BID C	UNITS	BID	ACTUAL	UNIT PRICE	TOTAL
18C	CHAIN-LINK FENCE, IN-KIND, 10' HIGH (INCLUDING REMOVAL OF EXISTING FENCE AND FOUNDATIONS)	LF	650	650	\$ 45.00	\$ 29,250.00
19C	DOUBLE GATE, CHAIN-LINK FENCE, IN-KIND, 5' WIDE X 10' HIGH	UN	2	2	\$ 500.00	\$ 1,000.00
20C	REAR EXIT GATE, CHAIN-LINK FENCE IN-KIND, 5' WIDE X 10' HIGH	UN	1	1	\$ 500.00	\$ 500.00
						\$ 30,750.00
ITEM NO.	ALTERNATE BID E	UNITS	BID	ACTUAL	UNIT PRICE	TOTAL
17E	GEOTEXTILE FABRIC, NON WOVEN, HOT MIX ASPHALT OVERLAY	SY	2800	0	\$ 3.00	VOID per CO#1
						VOID per CO#1
ITEM NO.	SUPPLEMENTALS	UNITS	CHANGE	ACTUAL	UNIT PRICE	TOTAL
S1	MINIMUM 1" STONEDUST TO BRING COURTS TO GRADE	LS	1	1	\$ 10,900.00	\$ 10,900.00
S2	MIX I-2 (1-1/2" THICK) STABILIZED BASE COURSE	TONS	250	193.15	\$ 135.00	\$ 26,075.25
S3	MIX I-5 (1-1/2" THICK) SURFACE COURSE	TONS	250	280.12	\$ 135.00	\$ 37,816.20
S4	KIDS 10 and UNDER LINE STRIPING	LS	1	1	\$ 400.00	\$ 400.00
						\$75,191.45

Total Cost of work completed = \$133,016.45
PARTIAL PAYMENT #1 = \$62,325.55
PARTIAL PAYMENT #2 = \$66,560.57
FINAL PAYMENT = \$4,130.33

RECOMMENDED BY:


Borough Engineer

3-10-17
Date

ATTACHMENT 2

Project Change Order

Borough of New Providence

No. 3 and Final

Project: Tennis Court
Reconstruction Project

Contractor:

All Surface Asphalt Paving
528 Hardenberg Avenue
Point Pleasant, NJ, 08742

The following changes are authorized to this contract:

A Itemized Changes

Item	Purpose	Amount
		[Add; (deduct)]
REDUCTION		
1	Silt Fence	\$ (1,400.00)
2	Construction Driveway, 6" thick (over grass landscape)	\$ (1,750.00)
3	Construction Driveway, 6" thick (over 4'-0" asphalt sidewalk)	\$ (1,250.00)
4	Construction driveway, 6" thick (over gravel path)	\$ (650.00)
5	Traffic Cones	\$ (45.00)
6	Construction Signs	\$ (200.00)
8	Access, Removal and Resetting Chain-Link Fence (with Alternate C)	\$ (500.00)
9	Removal and Replacement of Fence Post and Fence (with Alternate C)	\$ (200.00)
21	Temporary Paint, Latex Paint, Tennis Court Layout (with Alternate B)	\$ (2,200.00)
22	Topsiiling, 4" Thick	\$ (500.00)
23	Fertilizing and Seeding, Type A-3	\$ (500.00)
24	Straw Mulching	\$ (500.00)
S2	Mix I-2 (1-1/2" thick) Stabilized Base Course	\$ (7,674.75)
EXTRA		
S3	Mix I-5 (1-1/2" thick) Surface Course	\$ 4,066.20

B	Net change to contract:	\$ (13,303.55)
C	Original contract sum:	\$ 130,995.00
D	20% of original contract sum =	\$26,199.00
E	Total of all previous change orders:	\$15,325.00
F	Total of all C.O.s (NOT TO EXCEED LINE D)	\$ 2,021.45
G	New contract total:	\$ 133,016.45

Recommended by:

Signed:

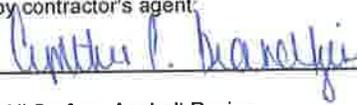

Borough Engineer

Date:

3-7-14

Accepted by contractor's agent:

Signed:



Firm:

All Surface Asphalt Paving

Date:

1-15-14

Authorized by:

Signed:

Borough Administrator

Date:

Approved by Council Resolution:

Certified:

Borough Clerk

Date:

ATTACHMENT 3



All Surface Asphalt Paving

*Paving • Tennis Courts
Running Tracks • Golf Cart Paths
December 24, 2013*

528 Hardenberg Avenue
Point Pleasant, New Jersey 08742

Tel: 732-295-3800
Fax: 732-899-0026

Email: Mike@AllSurfacePaving.com

Attention: Andrew Hipolit, P. E.
Borough of New Providence
360 Elkwood Ave
New Providence, NJ 07974

Dear Mr. Hipolit:

This letter is to confirm that All Surface Asphalt Paving, Inc has completed all the corrective work as stated in our November 20, 2012 letter as follows:

August 18, 2013 – All Surface power washed courts
August 19 & 20, 1023 – 2 full coats of acrylic color coating.

Also attached is the 2 year maintenance bond and all close out documents.

If you have any further question, please do not hesitate to contact me.

Regards,

A handwritten signature in black ink, appearing to read 'Mike Smit', written over the printed name.

Mike Smit
Project Manager

FULLY BONDED & INSURED
NJ Reg #1551198
Public Works #676252



All Surface Asphalt Paving

*Paving • Tennis Courts
Running Tracks • Golf Cart Paths*

528 Hardenberg Avenue
Point Pleasant, New Jersey 08742

Tel: 732-295-3800
Fax: 732-899-0026

Email: Mike@AllSurfacePaving.com

November 20, 2012

Andrew Hipolit, P.E.
Borough of New Providence
360 Elkwood Avenue
New Providence, New Jersey 07974

Re: Tennis Court Reconstruction Project

Dear Mr. Hipolit,

As per our meeting the week of November 5, 2012, as we discussed All Surface Asphalt Paving, Inc. will resurface the Tennis Court at South Street, New Providence, NJ roughly the last week in June of 2013 or the 1st week in July of 2013, weather permitting. Courts will be closed for approximately 2 weeks during resurfacing. All Surface will notify you 30 days in advance to advise the exact dates of the resurfacing.

The Scope of work is as follows:

- Blow off any material and Power wash Tennis Court
- Fill and Patch with acrylic patch material
- Install New Color Coating System
- Lines and Striping

Please advise if this is an acceptable agreement.

If you have any further questions, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mike Smit', is written over a light-colored background.

Mike Smit
Project Manager

cc: Doug Marvin, Borough Administrator
Mark Demareski, Assistant Borough Engineer
Keith Lynch, Construction Official
Jim Johnston, Public Works Manager
Tzu-Lin Toner, Director of Community Activities
Lori Coe, President, ASAP

VIA Fax 908-665-8361 & Certified Mail 7004 0750 0003 1312 0641

FULLY BONDED & INSURED

NJ Reg #1551198

Public Works #676252

ATTACHMENT 4

Contractor: **All Surface Asphalt Paving, Inc.**
 528 Hardenberg Avenue
 Point Pleasant, New Jersey 08742
 732-295-3800 tel 732-899-0026 fax

Owner: Borough of New Providence
 360 Elkwood Avenue
 New Providence, NJ 07974

Date: 8.30.2013
 Requisition # 3

Final Invoice

Engineer: Maser Consulting - Mark Demareski
 908-665-1129 tel 908-665-8361 fax

Project: Tennis Court Reconstruction, Borough of New Providence
 360 Elkwood Drive, New Providence, New Jersey 07974

Item #	Base Contract Tennis Courts #1 through #4	Qty	Unit	Unit Price	Total	Estimate #1		Estimate #2		Estimate #3a		TOTAL TO DATE	
						Complete Last Period	Balance Last Period	Complete This Period	Balance This Period	Complete This Period	Balance This Period	Complete To Date	Balance To Date
1	Silt Fence	2800	LF	\$ 0.50	\$ 1,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
2	Construction Driveway, 6" thick (over grass landscape)	350	SY	\$ 5.00	\$ 1,750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
3	Construction Driveway, 6" thick (over 4'-0" Asphalt sidewalk)	250	SY	\$ 5.00	\$ 1,250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
4	Construction Driveway, 6" thick (over gravel path)	130	SY	\$ 5.00	\$ 650.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
5	Traffic Cones	30	UN	\$ 3.00	\$ 90.00	15.00	\$ 45.00	0.00	\$ -	0.00	\$ -	15.00	\$ 45.00
6	Construction Signs	200	SF	\$ 1.00	\$ 200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
7	Clearing Site, removal and resetting of Tennis Court Equipment	1	LS	\$ 3,000.00	\$ 3,000.00	0.50	\$ 1,500.00	0.50	\$ 1,500.00	0.00	\$ -	1.00	\$ 3,000.00
8	Access, removal and resetting of Chain-Link Fence	1	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
9	Removal and replacement of fence post foundations, and resetting of chain-link fence	1	LS	\$ 200.00	\$ 200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
14	HMA Milling, 2" thick and variable	2800	SY	\$ 4.00	\$ 11,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
15	Sealing of cracks in HMA Base	1	LS	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	1.00	\$ 1,000.00
16	HMA Surface Course, Mix I-5, 2" thick and variable	325	TN	\$ 135.00	\$ 43,875.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
21	Temporary paint, latex paint, tennis court layout, (USTA Regulations)	2200	LF	\$ 1.00	\$ 2,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
22	Topsodding, 4" thick	1000	SY	\$ 0.50	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
23	Fertilizing and seeding, Type A-3	1000	SY	\$ 0.50	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
24	Straw Mulching	1000	SY	\$ 0.50	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
					TOTAL BASE CONTRACT	\$ 68,815.00		\$ 2,545.00		\$ 1,500.00		\$ -	\$ 4,045.00

Alternate B		TOTAL Alternate B											
25C	Permanent Paint, Tennis Court Surface	24500	SF	\$ 0.94	\$ 23,030.00	0.00	\$ -	24500.00	\$ 23,030.00	0.00	\$ -	24500.00	\$ 23,030.00
					TOTAL Alternate B	\$ 23,030.00		\$ -		\$ -		\$ 23,030.00	

Alternate C		TOTAL Alternate C											
18E	Chain-Link fence, in-kind, 10' high (including removal of existing fence and foundations)	650	LF	\$ 45.00	\$ 29,250.00	214.50	\$ 9,652.50	435.50	\$ 19,597.50		\$ -	650.00	\$ 29,250.00
19E	Double Gate, Chain-link fence, in-kind, 5' wide x 10' high	2	UN	\$ 500.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	2.00	\$ 1,000.00	2.00	\$ 1,000.00
20E	Rear exit gate, chain-link fence, in-kind, 5' wide x 10' wide	1	UN	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	1.00	\$ 500.00	1.00	\$ 500.00
					TOTAL Alternate C	\$ 30,750.00		\$ 9,652.50		\$ 1,500.00		\$ 30,750.00	

Alternate E		TOTAL Alternate E											
17D	Geotextile Fabric, non-woven HMA overlay	2800	SY	\$ 3.00	\$ 8,400.00	0.00	\$ -	0.00	\$ -		\$ -	0.00	\$ -
					TOTAL Alternate E	\$ 8,400.00		\$ -		\$ -		\$ -	

Change Order #1		TOTAL Change Order #1											
14	Minimum 1" Stonedust to bring courts to grade	1	LS	\$ 10,900.00	\$ 10,900.00	1.00	\$ 10,900.00	0.00	\$ -	0.00	\$ -	1.00	\$ 10,900.00
16	Mix I-2 (1 1/2" thick) Stabilized Base Course	250	TN	\$ 135.00	\$ 33,750.00	150.00	\$ 20,250.00	43.15	\$ 5,825.25	0.00	\$ -	193.15	\$ 26,075.25
					TOTAL Change Order #1	\$ 44,650.00		\$ 26,075.25		\$ -		\$ 44,650.00	

ATTACHMENT 5



Western Surety Company

MAINTENANCE BOND

Bond Number: 71104354

KNOW ALL PERSONS BY THESE PRESENTS, That we All Surface Asphalt Paving, Inc. of 528 Hardenberg Ave., Point Pleasant, NJ 08742, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto Borough of New Providence of 360 Elkwood Ave., New Providence, NJ 07974, hereinafter referred to as the Oblige, in the sum of Nineteen Thousand Nine Hundred Fifty-Two and 00/100 Dollars (\$ 19,952.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the Borough of New Providence dated September 27, 2013, for South Street Tennis Court Reconstruction.

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of Two (2) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on September 27, 2013

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of Two (2) year(s) from and after September 27, 2013 then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 24th day of December, 2013

All Surface Asphalt Paving, Inc.
(Principal)
By [Signature] (Seal)



Western Surety Company
(Surety)
By [Signature] (Seal)
Hofeen M. Gesumarla Attorney-in-Fact

**ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)**

STATE OF New Jersey
COUNTY OF Ocean } ss

Bond No. 71104354

On this 24 day of Dec, 2013, before me, a notary public in and for said County, personally appeared Doreen M. Gesumaria to me personally known and being by me duly sworn, did say, that he/she is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Doreen M. Gesumaria acknowledges said instrument to be the free act and deed of said corporation and that he/she has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Point Pleasant, New Jersey, the day and year last above written.

My commission expires
CYNTHIA P. BRANDT JEN
NOTARY PUBLIC OF NEW JERSEY
Form 106-9-2013 My Commission Expires 9/27/2017

Cynthia P. Brandt Jen
Notary Public

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71104354

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Doreen M. Gesumaria

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: All Surface Asphalt Paving, Inc.

Obligee: Borough of New Providence

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of January 23, 2014, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 24th day of December, 2013.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 24th day of December, in the year 2013, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 24th day of December, 2013.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

Western Surety Company

Bond No. 71104354

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Western Surety Company, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2012. The financial statements of Western Surety Company as of and for the year ended December 31, 2012 have been audited by Deloitte & Touche LLP, 111 S. Wacker Drive, Chicago, IL 60606-4301.

Surety Company	Capital	Policyholders' Surplus (including Capital)
Western Surety Company	\$4,000,000	\$1,052,398,543

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2013, is as follows:

Surety Company	Underwriting Limitation
Western Surety Company	\$104,446,000

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17.18.9 as of (date of which such limitation was so established) is as follows:

(4) The amount of the bond to which this statement and certification is attached is \$19,952.00.

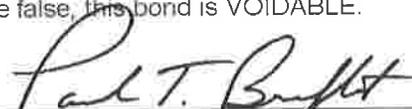
(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: N/A
and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993, c. 243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency. N/A

CERTIFICATE

I, Paul T. Brufat, as Vice President, for Western Surety Company, a corporation domiciled in South Dakota, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.


Paul T. Brufat, Vice President

Date: December 24, 2013

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2012

ASSETS

Bonds	\$1,544,217,378
Stocks	23,405,721
Cash and short-term investments	85,332,658
Uncollected premiums and agents' balances	32,034,747
Amounts recoverable from reinsurers	163,180
Net deferred tax asset	23,141,708
Electronic data processing equipment and software	47,102
Investment income due and accrued	18,997,674
Other assets	5,203,942
Total Assets	<u><u>\$1,732,544,110</u></u>

LIABILITIES AND SURPLUS

Losses	\$310,752,443
Loss adjustment expense	79,546,495
Contingent and other commissions payable	6,404,001
Other expense	1,046,332
Taxes, licenses and fees	1,652,483
Unearned premiums	249,533,795
Other liabilities	31,210,018
Total Liabilities	<u>680,145,567</u>

Surplus Account:		
Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	280,071,836	
Unassigned funds	<u>768,326,707</u>	
Surplus as regards policyholders		\$1,052,398,543
Total Liabilities and Capital		<u><u>\$1,732,544,110</u></u>



I, L. O. B. Maguire, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2012, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By [Signature]
Assistant Vice President

Subscribed and sworn to me this 25th day of March, 2013.

My commission expires: "OFFICIAL SEAL"
KATHLEEN M. SCHROEDER
Notary Public, State of Illinois
My Commission Expires 08/16/15

Kathleen M Schroeder
Notary Public

ATTACHMENT 6

AFFIDAVIT

STATE OF NEW JERSEY :
COUNTY OF Ocean : SS

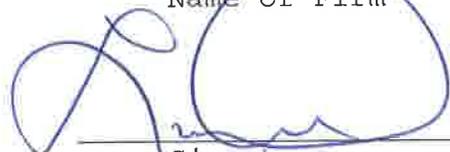
I, Loei Coe, being duly sworn, according to law, on his oath say that I am President, of the firm of **All Surface Asphalt Paving, Inc.**, which entered into contract with the Borough of New Providence, County of Union, **May 13, 2011** and entitled

Tennis Court Reconstruction Project

Deponent further swears that he has paid in full at the prevailing rate, and in accordance with the specifications and contract obligations on claims for all labor supplied in the performance of the contract and that he has paid or provided for the payment of all claims for materials and equipment used in the performance of the contract work and has paid all applicable taxes, including among others, Social Security Insurance, sales and use taxes, applicable thereto, and owes no one for any labor or materials in connection with the performance of said work or any of the said taxes nor have any claims been made against the said contractor for any unpaid material or labor.

This Affidavit is made for the purpose of inducing the Borough of New Providence, Union County, State of New Jersey, to make final payment relying upon the truth of the statement contained herein.

All Surface Asphalt Paving Inc.
Name of Firm


Signature

Loei Coe, President
Typed or Printed Name

Cynthia P. Brandtjen
Sworn and Subscribed to
before me this 24 day
of Dec, 2013

CYNTHIA P. BRANDTJEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/27/2017

ATTACHMENT 7

RELEASE

KNOW ALL MEN BY THESE PRESENTS: THAT

All Surface Asphalt Paving Inc., hereinafter known as the Releasor, for and in consideration of the sum of **\$133,016.45** dollars lawful money of the United States of America, to the Releasor in hand paid by the Borough of New Providence in the County of Union, a Municipal Corporation hereinafter designated as the Releasee, the receipt whereof is acknowledged, has remised, released, and forever discharged, and by these Presents does remise, release, and forever discharge the said Releasee of and from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, causes of actions, trespasses, variances, judgements, extents, executions, damages, claims or demands, in law or in equity, which against the said Releasee, the Releasor ever had, now has or hereinafter can, shall, or may have, for upon or by reason of any matter, cause or think, whatsoever, from the beginning of the world to the day of date of these Presents.

More particularly, this release if given and accepted with specific reference to all matters of whatsoever kind and character in any undertaking whatsoever relating to or arising out of the work of construction under a contract dated **March 13, 2011** between the Borough of New Providence, in the County of Union, as party of the first part, and **All Surface Asphalt Paving Inc.**, as contractor

pursuant to plans and specifications for Tennis Court Reconstruction Project.

This acknowledges the following statement between the parties,

Total Construction Cost	\$133,016.45
Partial Payment #1	\$ 62,325.55
Partial Payment #2	\$ 66,560.57
Final Payment	\$ 4,130.33

Wherever in this instrument any Party shall be designated or referred to by name of general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each any every designation, and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, and administrators, personal and legal representatives, successors and assigns respectfully.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural of singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the said Releasor has hereunto set his hand and caused these presents to be signed by its proper officer this 21 day of Dec, 2013.

attest: Loei Coe, President

Gynthia F. Bianchi