

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No.2014-132

Council Meeting Date: 03-31-2014

Date Adopted: 03-31-2014

TITLE: RESOLUTION APPROVING FINAL CLOSEOUT OF THE PROJECT
COMMONLY KNOWN AS "MAPLE STREET AND BROOKSIDE DRIVE
SIDEWALK IMPROVEMENTS"

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

WHEREAS, the Borough of New Providence awarded a contract to Arnold's
Road Inc. for the project commonly known as "Maple Street and Brookside Drive
Sidewalk Improvements", 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 \$6,952.90.

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 \$ \$6,952.90 Arnold's Road Inc., 8 Dante
Road, N.J. 08831

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

MEMORANDUM

To: Doug Marvin, Borough Administrator

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

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

Dated: March 26, 2014

**RE: Resolution for Final Payment
Maple Street and Brookside Drive Sidewalk Improvements
Safe Routes to School
Federal Project No. STP-7585 (101)**

With reference to the above captioned project, I hereby transmit Final Payment in the amount of \$6,952.90 for approval through Resolution by the Mayor and Council.

Arnold's Roads has completed all of the contracted and corrective work approved in the field by the City of Summit as of November 14, 2013. Enclosed, please find the following final project closeout documents (Attachments 1-7) that have been reviewed by our office:

1. Final Payment Summary, dated January 10, 2014, prepared by the City of Summit and signed by Arnold's Roads on February 20, 2014 for the work completed;
2. FHWA/NJDOT Contractor's Final Certificate of Compliance signed by Arnold's Roads on February 20, 2014;
3. Signal Installation letter, signed by Arnold's Roads on March 21, 2014, certifying that all equipment and material were manufactured in the United States of America;
4. Signal Installation letter, signed by Arnold's Roads on March 21, 2014, certifying that the signal has been constructed in accordance with the Manual on Uniform Traffic Control Devices and the signal is currently operating properly;
5. A Maintenance Bond, executed by the contractor, valid for a period of (1) year from the date of February 20, 2014;
6. Affidavit – Maple Street and Brookside Drive Sidewalk Improvements, notarized February 20, 2014;
7. Release - Maple Street and Brookside Drive Sidewalk Improvements, dated February 20, 2014.

Original Contract Amount	\$146,040.30
Project Change Order #1 (Final)	(-) \$ 25,951.38
	<u>\$120,088.92</u>
Total Cost of Work Completed	\$120,088.92
Amount Billed Previously	(-) \$113,136.02
Retainage (2% of Completed Work)	(-) \$ 0.00
Final Payment Amount Due	\$ 6,952.90

I hereby recommend the Mayor and Council approve Final Payment in the amount of \$6,952.90 to Arnold's Road.

Attached are copies of the above reference documents.

File: NPT181 Maple Street and Brookside Drive Sidewalk Improvements

ATTACHMENT 1

NEW PROVIDENCE, NJ
 MAPLE STREET AND BROOKSIDE DRIVE SIDEWALK IMPROVEMENTS
 SAFE ROUTES TO SCHOOL

FINAL PAYMENT
 1/10/2014

Prepared By:
 City of Summit - Engineering
 512 Springfield Avenue
 Summit, NJ 07901

ARNOLD'S ROADS
 8 Dante Road
 Monroe Twp, NJ 08831

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	FINAL QTY.	FINAL AMOUNT
1	INLET FILTER	UNIT	8	\$10.00			\$	0	0	\$
2	BREAKAWAY BARRICADE	UNIT	5	\$10.00			\$	5	5	\$ 50.00
3	DRUM	UNIT	20	\$5.00			\$	0	0	\$
4	TRAFFIC CONE	UNIT	30	\$1.00		10	\$ 10.00	70	80	\$ 80.00
5	CONSTRUCTION SIGNS	SF	200	\$1.00		31	\$ 1,722.98	84	84	\$ 84.00
6	TRAFFIC DIRECTOR, FLAGGER	MH	160	\$55.58			\$	18	49	\$ 2,723.42
7	NO ITEM						\$	0	0	\$
8	NO ITEM						\$	0	0	\$
9	NO ITEM						\$	0	0	\$
10	CLEARING SITE	LS	1	\$6,400.00		0.5	\$ 3,200.00	0.50	1.00	\$ 6,400.00
11	EXCAVATION, UNCLASSIFIED	CY	110	\$10.00		63	\$ 630.00	47	110	\$ 1,100.00
12	SAWCUT	LF	1,015	\$2.00		1180	\$ 2,360.00	0	1,180	\$ 2,360.00
13	DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS	CY	125	\$18.00		21	\$ 378.00	43	64	\$ 1,152.00
14	NO ITEM						\$	0	0	\$
15	BICYCLE SAFE GRATE (PHASE II STORM WATER COMPLIANT GRATE)	UNIT	6	\$300.00			\$	6	6	\$ 1,800.00
16	CURB PIECE (NIDEP TYPE N ECO CURB PIECE)	UNIT	6	\$300.00			\$	6	6	\$ 1,800.00
17	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	UNIT	6	\$1,800.00			\$	6	6	\$ 10,800.00
18	CONCRETE SIDEWALK, 4" THICK	SY	720	\$50.00		238.3	\$ 11,915.00	397	635.3	\$ 31,765.00
19	HOT MIX ASPHALT DRIVEWAY, 6" THICK	SY	65	\$10.00		103	\$ 1,030.00	0	103	\$ 1,030.00
20	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	140	\$52.00		65	\$ 3,380.00	46	111	\$ 5,772.00
21	DETECTABLE WARNING SURFACE	UNIT	5	\$180.00		2	\$ 360.00	5	7	\$ 1,260.00
22	GRANITE CURB (INCLUDING PAVEMENT REPAIR STRIP)	LF	1,820	\$21.00		245	\$ 5,145.00	935	1,180	\$ 24,780.00
23	TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN 4"	LF	2,385	\$1.50		2314	\$ 3,471.00	0	2,314	\$ 3,471.00
24	NO ITEM						\$	0	0	\$
25	FLASHER ASSEMBLY, SCHOOL SPEED LIMIT (INCLUDING FOUNDATION, POLE, SIGNS AND FLASHERS)	UNIT	1	\$7,000.00		0.50	\$ 3,500.00	0.5	1.00	\$ 7,000.00
26	ROAD NARROWS (W5-1) SIGN	UNIT	4	\$120.00		4	\$ 480.00	0	4	\$ 480.00
27	TREE REMOVAL, OVER 12" TO 36" DIAMETER	UNIT	4	\$900.00		8	\$ 7,200.00	6	14	\$ 12,600.00
28	FERTILIZING AND SEEDING, TYPE A-3	SY	920	\$1.00		975	\$ 975.00	0	975	\$ 975.00
29	TOP SOIL, 4" THICK	SY	920	\$1.00		975	\$ 975.00	0	975	\$ 975.00
30	STRAW MULCHING	SY	920	\$0.50		975	\$ 487.50	0	975	\$ 487.50
14A	RETAINING WALL (MECHANICALLY STABILIZED EARTH WALL)	SF	300	\$35.00			\$	0	0	\$
A1	GRINDING OF CONFLICTING MARKS	LF	1,040	\$1.10			\$	0	1,040	\$ 1,144.00
TOTAL							\$47,219.48			\$120,088.92

SUBTOTAL: \$47,219.48
 LESS RETAINAGE 2%: \$ 944.39
 LESS PREVIOUS PAYMENT #1: \$ (6,664.00)
 LESS PREVIOUS PAYMENT #2: \$ (60,196.93)
 LESS PREVIOUS PAYMENT #3: \$ (46,275.09)
 ORIGINAL CONTRACT AMT \$ 146,040.30
 FINAL AMOUNT DUE: \$ 6,952.90
 REMAINING: \$

I hereby certify that all items, units, quantities and prices of work and material shown in this progress estimate are correct; that the work has been performed and materials supplied and completely paid for in full in accordance with the terms of the contract documents involved; that the foregoing is a true and correct statement of the contract amount, up to and including the last day of the period covered by this estimate; and that no part of the "Amount Due this Estimate" has been received.

ARNOLDS ROADS

 Arnold Klegman - Director
 DATE 2-20-14

ATTACHMENT 2

NEW JERSEY DEPARTMENT OF TRANSPORTATION
CONTRACTOR'S FINAL CERTIFICATE OF COMPLIANCE

Date February 6, 2014

Route and Section Maple Street and Brookside Drive
Sidewalk Improvements Federal Project Number STP-7585 (101)

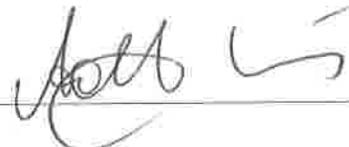
Other Description _____ County Union

Contractor Arnold's Roads

COMPLETE THIS CERTIFICATE UPON COMPLETION OF THE CONTRACT
"REQUIRED CONTRACT PROVISIONS"
ALL FEDERAL-AID CONSTRUCTION CONTRACTS

The undersigned, Contractor on Maple Street and Brookside Drive Sidewalk Improvements -
Federal Project Number STP-7585 (101)
(Route, Section, and Federal Project Number)

hereby certifies that all employees employed by them or by any Subcontractor performing work under the contract on this project have been paid wages at rates not less than those required by the contract provisions, and that the work performed by each such employees conformed to classifications set forth in the contract or training program provisions applicable to the wage rate paid.

Signature 

Title PRESIDENT

Date 2-20-14

The Contractor shall complete this certificate upon completion of the contract and submit it to the Resident Engineer in duplicate.

ATTACHMENT 3



ARNOLD'S Roads, Inc.

*Monroe Twp., New Jersey
Tel. (732) 651-0565
Fax (732) 561-2626*

To: Mark Demareski, Assistant Town Engineer,
Borough of New Providence, NJ.

Re: NPT181 Marle Street and Brookside Drive Sidewalk Improvements
FHWA/NJDOT: Signal Installation.

Dear Mr. Demareski,

This letter is to certify that all of the equipment and materials installed
in the course of the above project were manufactured in US.

Sincerely,



Arnold Kleyman

03/21/2014

ATTACHMENT 4



ARNOLD'S Roads, Inc.

*Monroe Twp., New Jersey
Tel. (732) 651-0565
Fax (732) 561-2626*

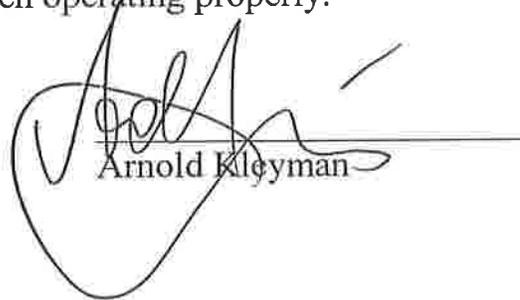
To: Mark Demareski, Assistant Town Engineer,
Borough of New Providence, NJ.

Re: NPT181 Marle Street and Brookside Drive Sidewalk Improvements
FHWA/NJDOT: Signal Installation.

Dear Mr. Demareski,

This letter is to inform you that the beacon signal has been installed in accordance with the Manual Traffic Control Devices as well as the design drawings. The signal has been operating properly.

Sincerely,


Arnold Kleyman

03/21/2014

ATTACHMENT 5

COLONIAL SURETY COMPANY
- Inc. 1930 -

50 Chestnut Ridge Road
Montvale, NJ 07645
201-573-8788

BOND NUMBER: CSC-220879M

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Arnold's Roads Inc., Monroe Township, NJ
as Principal, and COLONIAL SURETY COMPANY, as Surety, are held and firmly bound unto
Borough of New Providence, New Providence, NJ 07974

as Obligee, in the full and just sum in the amount of
Twelve Thousand Eight Dollars And Eighty Nine Cents Dollars (\$12,008.89).

lawful money of the United States, to the payment of which sum, well and truly to be made, the
Principal and Surety bind themselves, their and each of their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

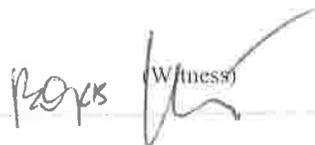
WHEREAS, the Principal has entered into a written contract dated October 22nd, 2012
with the Obligee for

**Maple Street and Brookside Drive Sidewalk Improvements- Safe Route to School Project No.
STP-7585**

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for
the period of 1 year 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.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal
shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective
materials or workmanship which become apparent during the aforesaid period, then this obligation
shall be void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of February, 2014.


Witness

By  (Seal)
Arnold's Roads Inc.
(Principal)

COLONIAL SURETY COMPANY

By  (Seal)
Attorney-in-Fact
Anthony J. Cimasko

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania
Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

Wayne Nunziata or Anthony J. Cimasko or Audie B. Murphy of Montvale and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the 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 in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 27th day of April, A.D., 2011.

State of New Jersey }
County of Bergen } SS.:



COLONIAL SURETY COMPANY

By [Signature]
Wayne Nunziata, President

On this 27th day of April, in the year 2011, before me Theresa Spinelli, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2015

[Signature]
Theresa Spinelli Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 20 day of February, 2014.

[Signature]
Audie B. Murphy, Secretary

State of New Jersey

County of Bergen

On this 20th day of February of the year 2014, before me, Rita Alfano, a Notary Public, personally came Anthony J. Cimasko, known to me to be an Attorney-in-Fact of Colonial Surety Company, the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Colonial Surety Company in accordance with authority duly conferred upon him by said Company.

Rita Alfano
A Notary Public of New Jersey
My Commission Expires October 26, 2017



Rita Alfano

Notary Public

ATTACHMENT 6

AFFIDAVIT

STATE OF NEW JERSEY :
COUNTY OF Middlesex : SS

I, Arnold Kleyman, being duly sworn, according to law, on his oath say that I am PRESIDENT, of the firm of Arnold's Roads, Inc., which entered into contract with the Borough of New Providence, County of Union, April 4, 2013

**Maple Street and Brookside Drive Sidewalk Improvements
Safe Routes to School
Federal Project No. STP-7585 (101)**

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.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS DATE

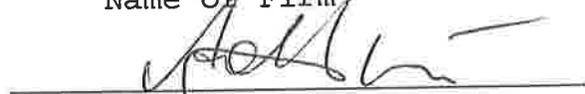
MAR 02 2014

DORA KLEYMAN
Notary Public of New Jersey
My Commission Expires 05/25/2018



ARNOLD'S ROADS, INC

Name of Firm



Signature

ARNOLD KLEYMAN

Typed or Printed Name

Sworn and Subscribed to
before me this ___ day
of _____, 2014

ATTACHMENT 7

RELEASE

KNOW ALL MEN BY THESE PRESENTS: THAT

Arnold's Roads Inc., hereinafter known as the Releasor, for and in consideration of the sum of \$120,088.92 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 is 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 April 4, 2013 between the Borough of New Providence, in the County of Union, as party of the first part, and Arnold's Roads Inc., as contractor pursuant to plans and specifications for Maple Street and Brookside Drive Sidewalk Improvements, Safe Routes to School, Federal Project No. STP-7585 (101).

This acknowledges the following statement between the parties,

Total Construction Cost	\$120,088.92
Partial Payment #1	\$ 6,664.00
Partial Payment #2	\$ 60,196.93
Partial Payment #3	\$ 46,275.09
Final Payment	\$ 6,952.90

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 20 day of Feb, 2014.

attest:



A handwritten signature in black ink, appearing to be 'A. S.', is written over a horizontal line.