

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2014-195

Council Meeting Date: 06-09-2014

Date Adopted: 06-09-2014

TITLE: RESOLUTION APPROVING FINAL PAYMENT TO TSUJ CORPORATION IN THE AMOUNT OF \$6,763.52 FOR THE PROJECT COMMONLY KNOWN AS "BARABASH MANOR EMERGENCY GENERATOR"

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

BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, County of Union and State of New Jersey that the Borough Engineer recommends approval of the final payment to TSUJ Corporation, P.O. Box 4621, Wayne, N.J. 07474, in the amount of \$6,763.52 for the project commonly known as "Barabash Manor Emergency Generator".

APPROVED, this 9<sup>th</sup> day of June, 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 9<sup>th</sup> day of June, 2014.

Wendi B. Barry, Borough Clerk

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## 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

Dated: June 2, 2014

**RE: Resolution for Final Payment  
Barabash Emergency Generator**

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With reference to the above captioned project, I hereby transmit Final Payment in the amount of \$6,763.52 for approval through Resolution by the Mayor and Council.

Our office has reviewed the final site work for the above referenced project with Jim Johnston, Public Works Manager. TSUJ Corporation has completed all of the contracted and corrective work as of April 29, 2014. Enclosed, please find the following final project closeout documents:

- Attachment #1: Certificate of Approval from the Construction Department, date issued April 15, 2014;
- Attachment #2: Final Payment spreadsheet prepared by our office, dated May 26, 2014;
- Attachment #3: Application for Payment No. 6, prepared by TSUJ Corporation, dated April 28, 2014;
- Attachment #4: Maintenance Bond, Bond Number 4815CMB, executed by TSUJ Corporation, valid for a period of two (2) years from the date of April 23, 2014;
- Attachment #5: A Standby Power Maintenance Agreement, provided by GenServe to Elizabeth Barabash Manor, valid for a period of two (2) years from the date of March 1, 2014;
- Attachment #6: Signed Letter of Transmittal demonstrating delivery of generator information, prepared by TSUJ Corporation to the Elizabeth Barabash Manor, dated April 28, 2014;
- Attachment #7: Release of Liens, prepared by TSUJ Corporation, notarized April 28, 2014;

Attachment #8: Affidavit of Payment of Debts and Claims, prepared by TSUJ Corporation notarized April 28, 2014;

Attachment #9: Affidavit – Barabash Emergency Generator, notarized May 13, 2014;

Attachment #10: Release - Barabash Emergency Generator, dated May 14, 2014.

Original Contract Amount	\$ 86,767.00
Project Change Order #1 (Res. No. 2014-55)	<u>\$ 1,999.20</u>
	\$ 88,766.20
Total Cost of Work Completed	\$ 88,766.20
Amount Billed Previously	(-)\$ 82,002.68
Retainage (2% of Completed Work)	<u>(-)\$ 0.00</u>
<b>Final Payment Amount Due</b>	<b>\$ 6,763.52</b>

I hereby recommend the Mayor and Council approve Final Payment in the amount of \$6,763.52 to TSUJ Corporation.

File: NPT410 Barabash Emergency Generator

# ATTACHMENT 1



New Providence  
 New Providence Building Department  
 360 Elkwood Avenue  
 New Providence, NJ 07974

Date Issued 4/15/2014  
 Control Number C-13-01082  
 Permit Number 13-26111  
 Permit Issue Date 10/23/2013  
 Certificate Number 13-26111

## Certificate

Construction Code Division  
 (Certificate of Approval)

### Identification

Work Site Location: 101 ACADEMY ST New Providence, NJ 07974 Block: 50 Lot: 14.02 Qual: \_\_\_\_\_  
 Owner in Fee: BOROUGH OF NEW PROVIDENCE  
 Owner Address: 360 ELKWOOD AVE NEW PROVIDENCE NJ 07974  
 Telephone: (908) 665-1400  
 Contractor TSUJ Corporation  
 Address 48 Brush Hill Rd Kinnelon NJ 07405  
 Telephone: (973) 291-6488 Fax: (973) 291-6162  
 License Number or Builders Registration Number: 14559 Federal Emp. Number: 113777718

Home Warranty Number: \_\_\_\_\_  
 Type of Warranty Plan:  State  Private  
 Use Group: R-2 Construction Classification: Type V B  
 Maximum Live Load: 0 Maximum Occupancy Load: 0  
 Description of Work/Use: Generator

Certificate Comments:

**Certificate of Occupancy**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**Certificate of Approval**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**Certificate of Continued Occupancy**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**Temporary Certificate of Compliance**

The following conditions must be met no later than or the owner will be subject to fine or order to vacate:  
 This certificate has an expiration date of:  
**Conditions to be met:**

**Certificate of Clearance - Lead Abatement 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC5:17 to the following extent.

- Total removal of lead-based paint hazards in scope of work
- Partial or limited time period (    years); see file

**Certificate of Clearance - Asbestos Abatement**

This serves notice that based on written certification, asbestos abatement was performed to the following extent.

- Total removal of asbestos hazards in scope of work
- Partial or limited time period (    years); see file

**Certificate of Compliance**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

**Temporary Certificate of Occupancy**

The following conditions must be met no later than: or the owner will be subject to fine or order to vacate:  
 This certificate has an expiration date of:  
**Conditions to be met:**

\_\_\_\_\_  
 Construction Official

Fee: \$0.00  
 Check Number: \_\_\_\_\_  
 Collected By: \_\_\_\_\_

# ATTACHMENT 2

# FINAL PAYMENT

## Barabash Emergency Generator

Contractor: TSUJ Corporation  
 PO Box 4621  
 Wayne, NJ 07474

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

### DESCRIPTION

### QUANTITIES

ITEM NO.	ALTERNATE BID A	UNITS	BID	ACTUAL	UNIT PRICE	TOTAL
1.	MOBILIZATION	LS	1	1	@ \$ 5,000	\$ 5,000.00
2.	CLEARING SITE	LS	1	1	@ \$ 4,000	\$ 4,000.00
3.	CONSTRUCTION LAYOUT	LS	1	1	@ \$ 1,000	\$ 1,000.00
4.	100 KW GENERATOR (Breakdown of \$72,277)					
4A	BOND, INSURANCE	LS	1	1	@ \$ 3,500	\$ 3,500.00
4B	SHOP DRAWINGS	LS	1	1	@ \$ 3,500	\$ 3,500.00
4C	CONCRETE PAD CONSTRUCTION	LS	1	1	@ \$ 7,700	\$ 7,700.00
4D	GENERATOR MATERIAL	LS	1	1	@ \$ 25,400	\$ 25,400.00
4E	ATS MATERIAL & INSTALLATION	LS	1	1	@ \$ 14,200	\$ 14,200.00
4F	GENERATOR INSTALLATION	LS	1	1	@ \$ 2,000	\$ 2,000.00
4G	CONDUIT MATERIAL & INSTALLATION	LS	1	1	@ \$ 3,300	\$ 3,300.00
4H	WIRES: MATERIAL & INSTALLATION	LS	1	1	@ \$ 6,100	\$ 6,100.00
4I	GAS LINE: MATERIAL & INSTALLATION	LS	1	1	@ \$ 3,687	\$ 3,687.00
4J	RECONNECTION & START-UP	LS	1	1	@ \$ 1,290	\$ 1,290.00
4K	PUNCH LIST	LS	1	1	@ \$ 900	\$ 900.00
4L	PROJECT CLOSEOUT	LS	1	1	@ \$ 700	\$ 700.00
5.	UTILITY & PERMIT COORDINATION	LS	1	1	@ \$ 1,000	\$ 1,000.00
6.	TOPSOILING, 4" THICK	LS	1	1	@ \$ 500	\$ 500.00
7.	FERTILIZING AND SEEDING, TYPE A-3	LS	1	1	@ \$ 500	\$ 500.00
8.	STRAW MULCHING	LS	1	1	@ \$ 500	\$ 500.00
9.	TWO (2) YEAR STAND-BY MAINTENANCE	LS	1	1	@ \$ 1,990	\$ 1,990.00
CO1	CHANGE ORDER #1	LS	---	1	@ \$ 1,999	\$ 1,999.20

Total Cost of work completed	=	\$88,766.20
PARTIAL PAYMENT #1	=	\$6,860.00
PARTIAL PAYMENT #2	=	\$41,493.20
PARTIAL PAYMENT #3	=	\$19,139.01
PARTIAL PAYMENT #4	=	\$12,523.61
PARTIAL PAYMENT #5	=	\$1,986.86
FINAL PAYMENT	=	\$6,763.52

RECOMMENDED BY:

*Mark Demant*  
 For  
ANDREW P. HAZPOLZI, P.E.  
 Borough Engineer

*5/26/14*  
 Date

# ATTACHMENT 3

# APPLICATION FOR PAYMENT

CAP702  
Page: 1 of 2

To:  
Borough of New Providence  
360 Elkwood Avenue,  
Engineering department  
Borough of New Providence, NJ 0797

PROJECT:  
RESOLUTION 2013-263  
Barabash Manor Emergency  
Generator Project  
Alt. "B", Alt. "C"

Application No.: Application Date: Period To: Contract Date:  
**6** APR 28, 2014 APR 28, 2014 AUG 26, 2013  
 Project Nos: 2013-263

Distribution List:  Owner  Construction Mgr  
 Architect  Field  
 Contractor  Other

From Contractor:  
TSUJ CORPORATION  
PO Box 4621  
Wayne, NJ 07474

VIA ARCHITECT:  
Maser Consulting P.A.  
200 Valley Road, Suite 400  
Mount Arlington, NJ 07856

CONTRACT FOR: Barabash Manor Emergency Generator Project

## Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

- 1. Original Contract Amount: \$ 86,767.00 ✓
- 2. Net of Change Orders: \$ 1,999.20 ✓
- 3. Net Amount of Contract: \$ 88,766.20 ✓
- 4. Total Completed & Stored to Date: \$ 88,766.20 ✓

### 5. Retainage Summary:

- a. 2.00 % of Completed Work \$ 0.00
  - b. 2.00 % of Stored Material \$ 0.00
- Total Retainage: \$ 0.00

- 6. Total Completed Less Retainage: \$ 88,766.20 ✓
- 7. Less Previous Applications: \$ 82,002.68 ✓

8. Current Payment Due, This Application: \$ 6,763.52 ✓

9. Contract Balance (Including Retainage): \$ 0.00 ✓

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	1,999.20	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	1,999.20	0.00
NET of Change Orders:	1,999.20	

## CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature) Don Catzjalk  
 TSUJ CORPORATION

Date: APR 28, 2014

State Authorized: New Jersey

County of: PASSAIC

Subscribed and sworn to before

me this 15 day of May 2014

Notary Public: Deborah Majer

My Commission expires: 4/13/15

DEBORAH MAJER  
 Notary Public  
 State of New Jersey  
 My Commission Expires Apr 13, 2015

## ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED:

Date: \_\_\_\_\_

(Architects Signature)

# APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 2 Pages

<b>From:</b> TSUJ CORPORATION POBox 4621 Wayne, NJ 07474	<b>To:</b> Borouhg of New Providence 360 Elkwood Avenue, Engineering department Borouhg of New Providence, NJ 0797
<b>Project:</b> RESOLUTION 2013-263 Barabash Manor Emergency Generator Project Alt."B", Alt.."C"	
Application No: <b>6 A</b> Application Date: 4/10/2014 Period To: 4/10/2014 Contract Date: 8/26/2013 Architects Project#: 2013-263	

A Item No	B Description of Work	C Contract Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period						
1	Mobilization	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100	0.00	100.00
2	Clearing site	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	100	0.00	80.00
3	Constraction Layout	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100	0.00	20.00
4	100KW N.G.Generator	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	100	0.00	70.00
<del>4A</del>	Bond, Insurance	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	100	0.00	70.00
<del>4B</del>	Shop drawings	7,700.00	7,700.00	0.00	0.00	0.00	7,700.00	100	0.00	154.00
<del>4C</del>	Concrete pad construction	25,400.00	25,400.00	0.00	0.00	0.00	25,400.00	100	0.00	508.00
<del>4D</del>	Generator material	14,200.00	14,200.00	0.00	0.00	0.00	14,200.00	100	0.00	284.00
<del>4E</del>	ATS material & installation	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100	0.00	40.00
<del>4F</del>	Generator installation	3,300.00	3,300.00	0.00	0.00	0.00	3,300.00	100	0.00	66.00
<del>4G</del>	Coduit:material & installation	6,100.00	6,100.00	0.00	0.00	0.00	6,100.00	100	0.00	122.00
<del>4H</del>	Wires:material & installation	3,687.00	3,687.00	0.00	0.00	0.00	3,687.00	100	0.00	73.74
<del>4I</del>	Gas line:material & install	1,290.00	1,290.00	0.00	0.00	0.00	1,290.00	100	0.00	25.80
<del>4J</del>	Reconnection & start up.	900.00	0.00	900.00	0.00	0.00	900.00	100	0.00	<del>18.00</del>
<del>4K</del>	Punch list	700.00	0.00	700.00	0.00	0.00	700.00	100	0.00	<del>14.00</del>
<del>4L</del>	Project close out	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100	0.00	20.00
5	Utility & Permit coordination	500.00	0.00	500.00	0.00	0.00	500.00	100	0.00	<del>10.00</del>
6	Topsoiling 4" thick as direct	500.00	0.00	500.00	0.00	0.00	500.00	100	0.00	<del>10.00</del>
7	Fertilizing & Seeding, Type A-3	500.00	0.00	500.00	0.00	0.00	500.00	100	0.00	<del>10.00</del>
8	Straw Mulching as directed	1,990.00	0.00	1,990.00	0.00	0.00	1,990.00	100	0.00	<del>39.80</del>
9	2 years stand by maintenance	1,999.20	1,999.20	0.00	0.00	0.00	1,999.20	100	0.00	39.98
10	Change order # 1									
		88,766.20	83,676.20	5,090.00			88,766.20	100	0.00	

1673.52 ✓  
 477.52  
 509.00 ✓  
 6,863.52 ✓  
 4M9  
 5/22/14

# ATTACHMENT 4

**MAINTENANCE BOND**  
**Bond Number 4815CMB**

The undersigned declare that we, **TSUJ CORPORATION**, as Principal and **Bondex Insurance Company**, as Surety are held and firmly bound unto **Borough Of New Providence**, as Owner, in the sum of **THIRTEEN THOUSAND THREE HUNDRED FOURTEEN AND 92/100--- Dollars (\$13,314.92)** to be paid to the said obligee only, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors.

The condition of this obligation is such that, whereas, the Principal did on the **8th day of October, 2013** enter into a Contract with the Owner for the construction of **Barabash Emergency Generator** which said contract is made part of the bond as though set herein; and the same contract was completed and accepted on **4/23/2014**.

Now, if the said Principal shall remedy without cost to the Owner any defects which may develop during a period of **Two (2) year (s)** from the date of completion and acceptance of the work performed under the contract, provided such defects, according to reasonable construction and engineering standards, are the result of defective or inferior materials or workmanship, then this obligation shall be void, otherwise, it shall be and remain in full force and effect. The Surety hereby stipulates and agrees that no modifications, deletions or additions in or to the terms of said contract, drawings or specifications therefore shall in no way affect its obligation on this bond.

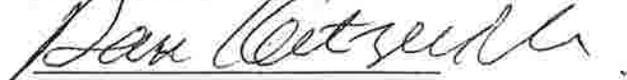
Surety shall have no liability under this bond unless all premiums (initial and renewed, if any) shall be paid to the Surety. The Surety shall notify the owners in writing in the event any premium is not paid, and this bond shall be deemed canceled three (3) days after such notice to the owner.

IN WITNESS WHEREOF, the Principal and Surety have duly executed this bond under seal this **4/17/2014**.

**ATTEST:**

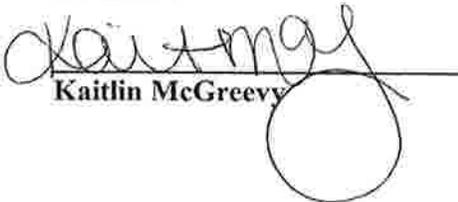


**TSUJ CORPORATION**



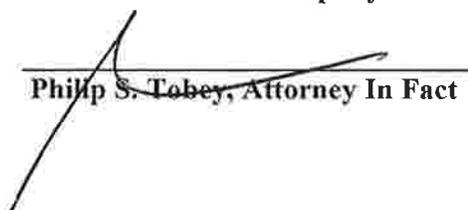
**Address: 48 Brush Hill Road**  
**Butler, NJ 07405**

**ATTEST:**



**Kaitlin McGreevy**

**Bondex Insurance Company**



**Philip S. Tobey, Attorney In Fact**

# ATTACHMENT 5



**STANDBY POWER MAINTENANCE AGREEMENT**

This Agreement made this 1<sup>st</sup> day of March 2014, by and between GenServe, Inc., (hereinafter called GenServe) and Elisabeth Barabash Manor, (hereinafter called Customer.)

**Location:**               **101 Academy Street**  
                                  **New Providence, NJ 07974**

**Term:**                   **Two (2) years**

This Agreement is written to provide the Customer with periodic maintenance service for the following listed equipment.

GenServe agrees to provide and arrange for said maintenance service.

<u>Make</u>	<u>Model</u>	<u>Generator/Eng S/N</u>	<u>KW Rating</u>	<u>A Service</u>	<u>B Service</u>
Baldor	IGLC100-2G	P1312300001/29807	97	\$0.00	\$0.00

GenServe shall perform "A" service One (1) time per year on a pre-arranged schedule.

GenServe shall perform "B" service One (1) time(s) per year on a pre-arranged schedule.

Total Annual Maintenance:                    **\$0.00 (Included with new sale)**

**Branch Office**  
341 Kaplan Dr  
Fairfield, NJ 07004  
973.614.0091

**Corporate Office**  
100 Newtown Rd.  
Plainview, NY 11803  
631.435.0437

**Branch Office**  
115 Twinbridge Drive  
Pennsauken, NJ 08110  
856.768.2367



GenServe

See attached Preventative Maintenance Checklist for complete listing of services rendered and for contract Terms and Conditions.

Additional repairs that are found while performing the A or B service will be brought to the Customer's attention. GenServe will make such repairs only at the Customer's request. All such repairs will be invoiced separately at standard rates and prices for parts and labor.

GenServe shall notify the Customer prior to entering upon premises. Customer shall give GenServe access to the equipment for the purpose of performing maintenance service.

GenServe shall provide the Customer a complete written report of all work performed, as well as, conditions found. Copies of all lubricating oil, coolant and fuel oil analysis shall also be provided as requested.

GenServe is available to provide Customer with twenty-four (24) hour emergency service. Emergency phone numbers will be made available. These services are NOT included in this Maintenance Agreement and will be billed at our current labor rates

GenServe is an Equal Opportunity Employer.

In witness whereof, the parties have caused this Agreement to be duly executed and delivered by their power and duly authorized officers as of the day and year first above written.

**GENSERVE INC.**

By:

Date: March 1, 2014



**PREVENTIVE MAINTENANCE CHECK LIST**

ALL ITEMS CHECKED IN COLUMN "A" ARE PERFORMED WHEN FULL PM IS DONE.

ALL ITEMS CHECKED IN COLUMN "B" ARE PERFORMED WHEN VISUAL PM IS DONE.

ABOVE "A" AND "B" WILL BE APPLICABLE TO THE TYPE OF UNIT REFERENCED BELOW.

	<u>DIESEL UNIT</u>		<u>GAS UNIT</u>		
	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>	
1.	(X)	( )	(X)	( )	CHANGE LUBRICATING OILS
2.	(X)	( )	(X)	( )	CHANGE LUBE OIL FILTERS
3.	(X)	( )	(X)	( )	PERFORM LABORATORY ANALYSIS OF USED OIL
4.	(X)	( )	( )	( )	CHANGE FUEL OIL FILTERS
5.	( )	( )	( )	( )	CHANGE AIR FILTER
6.	(X)	(X)	(X)	(X)	INSPECT AIR FILTER
7.	( )	( )	( )	( )	ADJUST VALVE
8.	(X)	(X)	(X)	(X)	CHECK COOLANT LEVEL & DEGREE OF PROTECTION
9.	( )	( )	( )	( )	DRAIN & FLUSH COOLANT SYSTEM & REFILL WITH 50% ANTIFREEZE SOLUTION
10.	(X)	( )	(X)	( )	PERFORM LABORATORY ANALYSIS OF COOLANT SAMPLE
11.	(X)	(X)	(X)	(X)	INSPECT & ADJUST FAN BELTS
12.	(X)	(X)	(X)	(X)	CHECK FLEX CONNECTIONS & MOUNTINGS
13.	(X)	(X)	(X)	(X)	CHECK OPERATION OF JACKET WATER HEATER
14.	(X)	(X)	(X)	(X)	CHECK BATTERY LEVEL & MAINTAIN
15.	(X)	(X)	(X)	(X)	CHECK OPERATION OF BATTERY CHARGING EQUIPMENT
16.	(X)	(X)	(X)	(X)	LUBRICATE NECESSARY FITTINGS
17.	(X)	(X)	(X)	(X)	INSPECT GOVERNOR LINKAGE, OIL LEVEL & CONTROL
18.	(X)	(X)	(X)	(X)	INSPECT ELECTRONIC GOVERNOR CONNECTIONS (IF APPL.)
19.	(X)	(X)	(X)	(X)	REPAIR MINOR COOLANT, LUBE & FUEL LEAKS
20.	(X)	(X)	( )	( )	INSPECT DAY TANK & PUMP CONTROL
21.	( )	( )	(X)	( )	INSPECT SPARK PLUGS, MAGNETO & COILS
22.	(X)	(X)	( )	( )	DRAIN CONDENSATE FROM DAY TANK IF ACCESSIBLE
23.	(X)	(X)	(X)	(X)	CHECK OPERATION OF REMOTE FANS, PUMPS & LOUVERS
24.	(X)	(X)	(X)	(X)	INSPECT GENERATOR SLIP RINGS – CLEAN IF NECESSARY
25.	(X)	(X)	(X)	(X)	OPERATE ELECTRIC SET & CHECK OR RESET FOR CORRECT VOLTAGE & FREQUENCY
26.	(X)	(X)	(X)	(X)	CHECK AUTO START STOP MODE
27.	(X)	(X)	(X)	(X)	SIMULATE EACH SAFETY SHUTDOWN
28.	(X)	(X)	(X)	(X)	TEST FAULT LAMPS & REPLACE BAD BULBS
29.	(X)	(X)	(X)	(X)	LOAD TEST MACHINE & CHECK OPERATION OF TRANSFER SWITCH (THIS WILL BE DONE ONLY WITH THE PERMISSION OF THE ENGINEER ON DUTY

## TERMS AND CONDITIONS

1. **GENERAL** - Any purchase order submitted in response to this proposal shall become a binding agreement between the parties only after a duly authorized officer of GenServe Inc. (GENSERVE INC.), formally accepts said purchase order, in all respects, in writing. Any modification of an accepted purchase order must be mutually agreed upon in writing. GENSERVE INC. reserves the right to adjust prices for modifications, alterations or changes authorized or ordered by the Customer. Any purchase order submitted by Customer shall be subject to all terms and conditions as provided herein except as the parties may otherwise agree in writing. GENSERVE INC. Shall not be responsible for any Work (as defined in GENSERVE INC. Proposals herein) or services claimed to be rendered on its behalf, unless said services were performed by GENSERVE INC. employee or agents, or were authorized in writing by GENSERVE INC. to be performed by a third party.
2. **TERMS OF AGREEMENT** - An agreement, when resulting from this proposal shall remain in force for time stipulated on acceptance portion of contract, or as required by type of work performed. GENSERVE INC. reserves the right to review and/or reject proposal if not accepted by customer within 45 days of date of proposal.
3. **PAYMENT TERMS** - Payment terms are net cash or credit which is extended to certain pre-approved accounts. Approved account payment terms are on a net thirty (30) day basis beginning at the date of invoice, and payment must be made in full and without set-off or deduction. Interest will be charged at the rate of one and one half percent (1 1/2%) per month to balances due over thirty (30) days and will be added to unpaid balances until payment is received by GENSERVE INC. If payment is not received by due date, GENSERVE INC. reserves the right to terminate or suspend this agreement.
4. **TAXES** - Sales and use taxes or any other federal, state, or local taxes which GENSERVE INC. may be required to pay in connection with this agreement or any purchase order, where applicable, will be billed in addition to the prices set forth herein. It is Customer's responsibility to provide GENSERVE INC. with adequate evidence of any tax exemption, or other reason for non-liability for such taxes.
5. **WORKMANSHIP** - GENSERVE INC. warrants that it shall provide professional and technical service, including labor, materials, supplies, equipment, transportation and supervision, necessary to perform the Work as stated in this agreement. GENSERVE INC. warrants to Customer that it will provide skilled and competent personnel to perform the Work under this agreement, so that all the Work performed herein will be performed in a good and workmanlike manner in accordance with industry standards. GENSERVE INC.'s sole obligation under such warranties shall be to make such changes and corrections with respect to its Work reported to us within 90 days of the date on which GENSERVE INC. completed such services; provided, however, that such warranties shall be void and of no effect if the equipment which is the subject of any Work performed by GENSERVE INC. has been used or operated in any manner or in any environment not consistent with the intended purpose, or modified or repaired in any manner which adversely affects the operation or reliability thereof or if any equipment or other material utilized therein is used contrary to manufacturer's instructions or used by persons not authorized or properly trained. Because GENSERVE INC. does not manufacture any parts, equipment or any other material being utilized in the performance of this agreement, it makes no warranty thereupon. THE WARRANTIES AND REMEDIES SET FORTH IN THIS PARAGRAPH CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO ANY SERVICES OR WORK PERFORMED BY GENSERVE INC AND THE EXCLUSIVE REMEDIES IF SUCH WARRANTIES ARE BREACHED; AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF GENSERVE INC. HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.
6. **PROPER MAINTENANCE** - GENSERVE INC. shall use its best effort to perform in a satisfactory manner under this agreement; provided, that GENSERVE INC. makes no warranty as to the availability of replacement parts, equipment drawings and specifications, and equipment design and condition that would ensure the proper repair of customer's equipment.
7. **PROPER OPERATION** - GENSERVE INC. does not guarantee the detection nor the replacement of worn out or defective parts nor the proper operation of the equipment during a power failure. The customer/buyer hereby releases and agrees to indemnify GENSERVE INC., its officers, agents and representatives from all claims and causes of action which may arise, directly or indirectly, out of the failure of the equipment or any part thereof, serviced by GENSERVE INC. hereunder, except for damages resulting from the gross negligence or willful misconduct of GENSERVE INC. with respect to this agreement.
8. **ADDITIONAL SERVICES** - GENSERVE INC. will provide additional services and/or emergency service to Customer outside of regular business hours in accordance with its then current Service Rate Schedule.
9. **AVAILABILITY OF SERVICES** - Services shall normally be available and rendered during regular business hours as set forth in GENSERVE INC.'s Service Rate sheet attached hereto. GENSERVE INC. will exercise all reasonable efforts to perform the Work under this agreement but it will not be responsible for delay of failure in performing such services caused by acts of God, fire, explosion, governmental regulations or orders, labor difficulties, strikes, shutdowns, failure of transportation, employee illness, failure or delay of suppliers, inability to obtain supplies or materials at a reasonable price, accidents, riots, war or other causes beyond its reasonable control. Customer shall accept as full and complete performance hereof such portion of the Work as GENSERVE INC. determines it is able, under the circumstances, to perform in accordance with herewith.
10. **SAFETY** - GENSERVE INC. shall take all precautions it deems reasonably necessary in its sole judgment for the safety of its employees or agents, and shall provide all reasonable protection necessary in its sole judgment to prevent damage, injury or loss by its employees or agents. GENSERVE INC. shall provide such insurance certificates as are reasonably required by Customer. During service or work GENSERVE INC. reserves the right to request the presence of an employee of Customer when GENSERVE INC. deems the Work to be hazardous.
11. **LIMITATION OF LIABILITY** - GENSERVE INC.'s liability under this agreement and any Work or services provided, for any cause whatsoever, regardless of the form of action (whether in contract, in tort, including negligence, or otherwise), except for gross negligence or willful misconduct of GENSERVE INC. or its employees or agents, will be limited to general money damages (and no other relief) in an amount not to exceed the aggregate

**TERMS AND CONDITIONS**

fees paid by Customer for applicable Work or service to which such liability relates. UNDER NO CIRCUMSTANCES WILL GENSERVE INC. BE LIABLE FOR ANY LOSS OF PROFITS, ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY, OR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY AND WHATSOEVER, EXCEPT LOSS BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GENSERVE INC. OR ITS EMPLOYEES OR AGENTS.

12. **PARTIES BOUND: NON-ASSIGNMENT** - This agreement shall be binding on and inure to the benefit of contracting parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. Neither party shall, voluntarily, by operation of law, or otherwise, assign any of its rights or delegate any of its obligations under this agreement, without the express prior written consent of the other party, which shall not be unreasonably withheld.

13. **OTHER AGREEMENTS** - This agreement constitutes the entire agreement among the parties and there are no other terms not contained herein. No variation hereof shall be deemed valid unless in writing and signed by the parties herein. If any provision of this agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions shall not be affected thereby and shall be enforceable without regard thereto. It is hereby acknowledged that all services performed by GENSERVE INC. For Customer are subject to this agreement.

14. **GOVERNING LAW** - This agreement and any amendments to this agreement shall be governed by and construed in accordance with the laws of the State where work is being performed.

15. **NO WAIVERS** - Except as expressly proved in the Agreement, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall preclude any other or further exercise of the same or any other right, power or remedy.

16. **NOTICES** - All notices, consents, or other communications required or permitted to be given under this agreement, other than payments or other communications related to the ordinary course of business between the parties, shall be in writing and shall be deemed to be duly given in and when (a) delivered personally, (b) transmitted by pre-paid telegram or telex, (c) mailed by first class certified mail, return receipt requested, postage pre-paid, or (d) sent by a nationally recognized express courier service, postage delivery charges pre-paid, to the parties at the respective addresses set forth in this agreement. Each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which such party is to receive notice.

17. **ACCEPTANCE** - GENSERVE INC. will perform the Work as listed in this agreement and as indicated on Customer's equipment covered under this agreement. Inspections will be made during normal business working hours. Equipment manufacture and rating which are covered under this agreement are as listed. Prices for the Work are as indicated herein and on the service rate schedule.

18. **PROPRIETARY** - The technical and pricing information in this proposal is confidential and proprietary of GENSERVE INC., and is not to be disclosed or made available to third parties without the written consent of GENSERVE INC.

19. **ADDITIONAL WORK** - Unscheduled repairs or services shall include work of a non-emergency nature which is beyond the scope this proposal. The unscheduled repairs or service will be coordinated to be performed during normal working hours if conditions permit. We reserve the right to request an additional Purchase Order in writing upon customer approval to proceed with work. Any work of an emergency nature will be brought to the attention of the customer representative by means of verbal or written communication. We will perform repairs only upon authorization by customer to proceed with repairs.

20. **SERVICE RATE SCHEDULES** - Our normal working hours are between 7:00am and 3:30pm Monday through Friday, which our standard hourly service rate for each service person will be charged. During hours before 7:00am and after 3:30pm Monday through Friday, or on Saturday, we will charge (1.5) times our standard service rate (time and one-half). In addition, we will charge travel on a portal to portal basis from our shop. For any emergency services requested will be subject to a minimum charge of four (4) hours at applicable rate. Rates are subject to change without notice.

**RATES:**

Scheduled Rates

Engine/Generators:	Standard Rate	\$140.00	hour - per man
	Overtime Rate	\$200.00	hour - per man
	Sundays and Holidays Rate	\$260.00	hour - per man

**Addendum: Contract may be canceled with thirty (30) days written notice if service does not meet customer satisfaction.**

**RATES:** Effective Date: 02/01/2014 - RATES ARE SUBJECT TO CHANGE

# ATTACHMENT 6

**TSUJ, CORPORATION.**

**NJ El. License # 14559A**

PO Box 4621 Wayne, NJ 07474

Phone 973-291-6488, Fax 973-291-6162.

**Letter of Transmittal**

WE ARE SENDING YOU THE FOLLOWING ITEMS:

To:	Elizabeth Barabash Manor, CCNPAH
	101 Academy Street,
	New Providence NJ 07974
Attn:	Raymond J. Cooney, Site Manager.

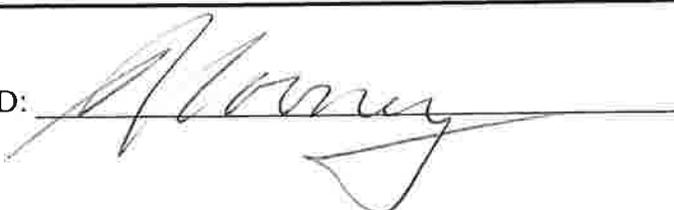
Re: HABC Grove Gardens Generator.

Copies	Description
1	Baldor generator IGLC-100 Operation & Maintenance Manual.
1	Eaton ATS Operation & Installation
1	Eaton ATS Wiring Diagrams
2	Key from Generator Enclosure.

THESE ARE TRANSMITTED AS CHECKED BELOW:

For your use     Approved as noted     Return  corrected prints

As requested     Returned for corrections     For review and comment

SIGNED: 

DATE: 4/28/14

# ATTACHMENT 7

# Release of Liens

CAP706A

**Contract Date:** 8/26/2013

**Contract for:**

Barabash Manor Emergency  
Generator Project

**Architect's Project Number:**

2013-263

**To Owner:**

Borough of New Providence  
360 Elkwood Avenue,  
Engineering department  
Borough of New Providence, NJ 0797

**From:**

TSUJ CORPORATION  
POBox 4621  
Wayne, NJ 07474

**Project:**

RESOLUTION 2013-263  
Barabash Manor Emergency  
Generator Project  
Alt. "B", Alt. "C"

**Distribute To:**

<input checked="" type="checkbox"/>	Owner	<input checked="" type="checkbox"/>	Contractor	<input type="checkbox"/>	Other
<input checked="" type="checkbox"/>	Architect	<input type="checkbox"/>	Surety		

**State of:**

New Jersey

**County of:**

Morris

---

**Purpose**

This Document is to certify that the undersigned, to the best of their knowledge, with the exceptions listed below, Release or Waivers of Lien Include the following:

Contractor, Subcontractors, Suppliers and all workers or services  
who may liens or the right to assert liens against any property of the  
owner listed regarding the contract referenced in this document.

---

**Exceptions:**

None

**Attached Supporting Documents:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner. accompanied by a list thereof.

Contractor:

TSUJ CORPORATION  
POBox 4621  
Wayne, NJ 07474

BY:

  
*(signature of authorized representative)*

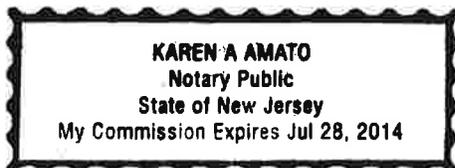
Dan Katzevich, President

*(Printed Name and title)*

Subscribed and sworn to before me on this date: 4/28/14

Notary Public: 

My Commission Expires:



# ATTACHMENT 8

# Affidavit of Payment of Debts and Claims

CAP706

**Contract Date:** 8/26/2013

**Contract for:**

Barabash Manor  
Emergency Generator  
Project

**Architect's Project Number:**

2013-263

**To Owner:**

Borough of New Providence  
360 Elkwood Avenue,  
Engineering department  
Borough of New Providence, NJ 0797

**Contractor:**

TSUJ CORPORATION  
POBox 4621  
Wayne, NJ 07474

**Project:**

RESOLUTION 2013-263  
Barabash Manor Emergency  
Generator Project  
Alt."B", Alt.."C"

**Distribute To:**

<input checked="" type="checkbox"/>	Owner	<input checked="" type="checkbox"/>	Contractor	<input type="checkbox"/>	Other
<input checked="" type="checkbox"/>	Architect	<input type="checkbox"/>	Surety		

**State of:**

New Jersey

**County of:**

Morris

This undersigned certifies that, with the exceptions listed below, payment has been made in full and all obligations have been satisfied for the following:

All Materials, Equipment, Work, Labor, Services and claims against the Contractor in connection with the above mentioned Contract.

**Exceptions:**

None

**Attached Supporting Documents:**

1. Surety to Final Payment, if required.  
Is document attached?
2. If required by the Owner:
  - .. Contractor's Release or Waiver of Liens
  - .. Separate Releases or Waivers of Liens from Subcontractors, material and equipment suppliers
3. Release of Liens Affidavit

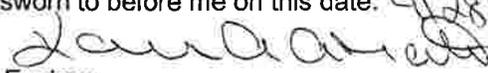
**Contractor:**

TSUJ CORPORATION  
POBox 4621  
Wayne, NJ 07474

BY:

  
*(signature of authorized representative)*

Dan Katzevich, President  
*(Printed Name and title)*

Subscribed and sworn to before me on this date: 4/28/14  
Notary Public:   
My Commission Expires:



# ATTACHMENT 9

**AFFIDAVIT**

STATE OF NEW JERSEY :  
COUNTY OF Passaic : SS

I, Dan Katzevich, being duly sworn, according to law, on his oath say that I am President, of the firm of **TSUJ Corporation**, which entered into contract with the Borough of New Providence, County of Union, **September 23, 2013** and entitled

**Barabash Emergency Generator**

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.

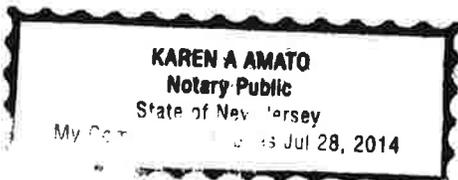
This Affidavit is made for the purpose of inducing the Borough of New Providence, Union County, State of New Jersey, to make final payment relying upon the truth of the statement contained herein.

TSUJ CORP.  
Name of Firm

Dan Katzevich  
Signature

DAN KATZEVICH  
Typed or Printed Name

Karen Amato  
Sworn and Subscribed to  
before me this 13 day  
of May, 2014



# ATTACHMENT 10

**RELEASE**

KNOW ALL MEN BY THESE PRESENTS: THAT

**TSUJ Corporation**, hereinafter known as the Releasor, for and in consideration of the sum of **\$88,766.20** 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 **September 23, 2013** between the Borough of New Providence, in the County of Union, as party of the first part, and **TSUJ Corporation**, as contractor pursuant to plans and specifications for **Barabash Emergency Generator**.

This acknowledges the following statement between the parties,

<b>Total Construction Cost</b>	<b>\$ 88,766.20</b>
<b>Partial Payment #1</b>	<b>\$ 6,860.00</b>
<b>Partial Payment #2</b>	<b>\$ 41,493.20</b>
<b>Partial Payment #3</b>	<b>\$ 19,139.01</b>
<b>Partial Payment #4</b>	<b>\$ 12,523.61</b>
<b>Partial Payment #5</b>	<b>\$ 1,986.86</b>
<b>Final Payment</b>	<b>\$ 6,763.52</b>

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 14 day of may, 2014.



attest: