

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-279

Council Meeting Date: 07-27-2015

Date Adopted: 07-27-2015

TITLE: RESOLUTION APPROVING PARTIAL PAYMENT # 1 (FINAL) FOR CARAVELLA CONTRACTORS, INC, IN THE AMOUNT OF \$58,441.17 FOR THE PROJECT COMMONLY KNOWN AS "BUILDING DEMOLITION AT 128 SOUTH STREET AND 132 SOUTH STREET"

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

BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, County of Union and State of New Jersey that Andrew Hipolit, Borough Engineer recommends approval of payment #1 (Final) to Caravella Contractors, Inc., 40 DeForest Ave., East Hanover, N.J. 07936, in the amount of \$58,441.17 for the project commonly known as "Building Demolition At 128 South Street And 132 South Street".

APPROVED, this 27th day of July, 2015.


RECORD OF VOTE

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

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 27th day of July, 2015.

Wendi B. Barry, Borough Clerk

MEMORANDUM

To: Douglas R. 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: July 24, 2015

RE: Payment No. 1 (Final)
Building Demolition at 128 South Street and 132 South Street
MC Project No. NPT-522

With reference to the above captioned project, I hereby transmit Partial Payment No. 1 (Final) in the amount of \$58,441.17 for approval by Resolution of the Mayor and Council.

Attached, please find Pay Estimate No. 1 (Final), prepared by Maser Consulting. To date, the work outlined in Pay Estimate No. 1 has been completed.

- Pay Estimate No. 1, prepared by Maser Consulting, signed by John Caravella of Caravella Demolition Inc.;
- Maintenance Bond No. A7527MB , prepared by Bondex Insurance Company.

Original Contract Amount	\$ 60,773.50
Total Cost of Work Completed	\$58,441.17
<u>Amount Billed Previously</u>	<u>(-) \$0.00</u>
Payment #1 (Final)	\$58,441.17

The Total Cost of Work Completed is less than the Original Contract Amount because the Borough was able to provide the necessary Certified Clean Fill to the contractor. This caused a reduction in total cost of \$2,332.33. I hereby recommend the Mayor and Council approve Payment No. 1 (Final) in the amount of \$58,441.17 to Caravella Demolition, Inc.

\\MTCAD01\Projects\NPT\NPT-522\Payments\150724_Payment No. 1 (Final).Doc

BOROUGH OF NEW PROVIDENCE
 BUILDING DEMOLITION AT 128 SOUTH STREET & 132 SOUTH STREET
 CARAVELLA DEMOLITION INC.

40 DEFOREST AVENUE, EAST HANOVER, NJ 07936

PAY ESTIMATE #1
 PROJECT NO. NPT-522
 PERIOD ISSUED - THROUGH 6/17/2015
 DATE ISSUED 7/16/2015

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE	% COMPLETE
BASE BID (BUILDING DEMOLITION AT 128 SOUTH STREET & 132 SOUTH STREET)											
1	CLEARING SITE & BUILDING DEMOLITION	1	LS	\$ 47,986.00	1.00	1.00	\$ 47,986.00	0.00	1.00	\$ 47,986.00	100.0%
2	CERTIFIED CLEAN FILL*	565	CY	\$ 4.66	169.50	169.50	\$ 789.87	0.00	169.50	\$ 789.87	100.0%
TOTAL										\$ 48,775.87	

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE	% COMPLETE
ALTERNATE BID A - DRIVEWAY REMOVAL AT 128 SOUTH STREET & 132 SOUTH STREET											
1A	CLEARING SITE & DRIVEWAY REMOVAL	1	LS	\$ 4,074.00	1.00	1.00	\$ 4,074.00	0.00	1.00	\$ 4,074.00	100.0%
2A	CERTIFIED CLEAN FILL*	150	CY	\$ 4.66	45.00	45.00	\$ 209.70	0.00	45.00	\$ 209.70	100.0%
TOTAL										\$ 4,283.70	

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE	% COMPLETE
ALTERNATE BID B - FINAL GRADING AND LANDSCAPING AT 128 SOUTH STREET & 132 SOUTH STREET											
1B	FINAL GRADING	1	LS	\$ 3,650.00	1.00	1.00	\$ 3,650.00	0.00	1.00	\$ 3,650.00	100.0%
2B	TOPSOIL, 4" THICK	260	SY	\$ 4.66	260.00	260.00	\$ 1,211.60	0.00	260.00	\$ 1,211.60	100.0%
3B	FERTILIZING AND SEEDING, TYPE A-3	260	SY	\$ 1.00	260.00	260.00	\$ 260.00	0.00	260.00	\$ 260.00	100.0%
4B	STRAW MULCHING	260	SY	\$ 1.00	260.00	260.00	\$ 260.00	0.00	260.00	\$ 260.00	100.0%
TOTAL										\$ 5,381.60	

*THE QUANTITY FOR THIS ITEM HAS BEEN REDUCED AS THE CONTRACTOR PROVIDED LABOR AND EQUIPMENT ONLY - FILL MATERIAL WAS SUPPLIED BY THE BOROUGH.

TOTAL \$ 58,441.17

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:

John Caravella / Caravella Demolition Inc.
 CARAVELLA DEMOLITION INC.

7-17-15
 DATE

MAINTENANCE BOND
Bond Number A7527MB

The undersigned declare that we, **CARAVELLA DEMOLITION INC.**, as Principal and **Bondex Insurance Company**, as Surety are held and firmly bound unto **Borough Of New Providence**, as Owner, in the sum of **EIGHT THOUSAND SEVEN HUNDRED SIXTY SIX AND 18/100--Dollars (\$8,766.18)** 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.

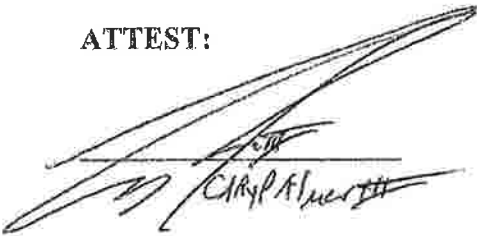
The condition of this obligation is such that, whereas, the Principal did on the **1st day of May, 2015** enter into a Contract with the Owner for the construction of **Building Demolition at 128 South Street and 132 South Street** which said contract is made part of the bond as though set herein; and the same contract was completed and accepted on **6/30/2015**.

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 any 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 **7/23/2015**.

ATTEST:



Cary A. Almer

CARAVELLA DEMOLITION INC.




Address: 40 Deforest Avenue
East Hanover, NJ 07936

ATTEST:



Samantha Martucci

Bondex Insurance Company



Philip S. Tobey, Attorney In Fact

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT: Building Demolition at 128 South Street and 132 South Street

TO (OWNER)
Borough Of New Providence
360 Elkwood Avenue
New Providence, NJ 07974

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Building Demolition at 128 South Street
and 132 South Street
CONTRACT DATE: 5/01/2015

CONTRACTOR: CARAVELLA DEMOLITION INC.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Bondex Insurance Company
30A Vreeland Road,
Florham Park, NJ 07932

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

CARAVELLA DEMOLITION INC.
40 Deforest Avenue
East Hanover, NJ 07936

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

Borough Of New Providence
360 Elkwood Avenue
New Providence, NJ 07974

, OWNER,

as set forth in the said Surety Company's bond number : A7527MB

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand on: July 23, 2015

Bondex Insurance Company
Surety Company



Attest: Samantha Martucci

Signature of Authorized Representative
Philip S. Tobey, Attorney-In-Fact

(Seal)

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706 CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND
CLAIMS, Current Edition.

Bondex Insurance Company
30A Woodland Road, Florham Park, New Jersey 07932

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That Bondex Insurance Company, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Florham Park, County of Morris, State of New Jersey, does hereby appoint:

Philip S. Tobey, Lionel D. Jorge, Jeffrey R. Bauman and Megan Bauer

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$3,000,000.00.

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 4th day of December 2014:

**RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority:*

- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
- 2. To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

"RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed."

IN WITNESS WHEREOF, Bondex Insurance Company has caused its seal to be affixed hereto and executed by its President on the 19th day of February 2015.

Bondex Insurance Company

By 
Philip S. Tobey, President

State of New Jersey
County of Morris ss.

On this 19th day of February 2015, before me, a notary public, personally appeared Philip S. Tobey, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year fits written above.

CLAUDIA MARTINS PEREIRA
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2371880
My Commission Expires 4/4/2018


Notary Public

I, Lionel D. Jorge, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 23rd day of July, 2015.

Bondex Insurance Company


Lionel D. Jorge, Secretary

Bond No. A7527MB

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Bondex Insurance 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 participating in the issuance of the attached bond is in the following amount as of May 12, 2014, which amounts have been certified as indicated by certified public accountants Bonamassa, Maletta & Cartelli, LLP, and will be included in the Annual Statement to be filed with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325

Capital and Surplus: \$2,941,265

(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 and the date as of which that limitation was effective is as follows:

Limitation: \$274,000

(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 on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

(4) The amount of the bond to which this statement and certification is attached is \$8,766.18

(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:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
Ace Tempest Reinsurance USA, LLC.	281 Tresser Blvd, Suite 500, Stamford CT 06901	\$750,000

(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.

CERTIFICATE

I Philip S Tobey, as Attorney-in-Fact for Bondex Insurance Company, a corporation domiciled in (NJ) , 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 are false, this bond is VOIDABLE.



(Signature of certifying agent)
Attorney-in-fact
(Title of certifying agent)

Philip S. Tobey
(Printed name of certifying agent)