

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-335

Council Meeting Date: 09-15-2015

Date Adopted: 09-15-2015

TITLE: RESOLUTION APPROVING PARTIAL PAYMENT # 5 (FINAL) FOR ADAMSVILLE MAINTENANCE, INC, IN THE AMOUNT OF \$ 3,400.98 FOR THE PROJECT COMMONLY KNOWN AS "2014 DRAINAGE IMPROVEMENT PROJECT"

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 partial payment #5 (final) to Adamsville Maintenance Inc., 330 Roycefield Road, Hillsborough, New Jersey 08844, in the amount of \$3,400.98 for the project commonly known as "2014 Drainage Improvement Project".

APPROVED, this 15th day of September, 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 15th day of September, 2015.

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

Dated: September 8, 2015

**RE: Resolution for Payment No. 5 (Final)
2014 Drainage Improvements**

With reference to the above captioned project, I hereby transmit Payment No. 5 (Final), in the amount of \$3,400.98, for approval through Resolution by the Mayor and Council.

Attached, please find request for payment from Adamsville Maintenance, Inc. To date, the work outlined in Payment No. 5 has been completed.

- Adamsville Maintenance Inc. Application for Payment No. 5 (Final);
- Adamsville Maintenance Inc. Invoice No. 8565, dated 9/1/15;
- Maintenance Bond No. RU100250, prepared by First Indemnity of America Insurance Company;
- Payment No. 5 (Final), prepared by Maser Consulting.

Original Contract Amount	\$ 170,759.00
Total Cost of Work Completed	\$ 170,049.00
Amount Billed Previously	(-)\$ 166,648.02
Retainage to be Released	\$ 3,400.98
Payment No. 5 (Final) Amount Due	\$ 3,400.98

The Total Cost of Work Completed is less than the Contract Amount because the overall project field quantity of granite curb and curb pieces was less than the bid quantity.

It is my recommendation that the Mayor and Council approve Payment No. 5 (Final), in the amount of \$3,400.98, to Adamsville Maintenance, Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (OWNER): **Project:** **Project No.**
 Borough of New Providence 2014 Drainage Improvements
 360 Elkwood Ave.
 New Providence, N.J. 07974

FROM (CONTRACTOR): **VIA (ARCHITECT):**
 Adamsville Maintenance, Inc. 330 Roycefield Rd., Unit E
 Hillsborough, N.J. 08844

APPLICATION NO 5 Final
PERIOD TO: Retainage 09/01/15

Distribution to:
 OWNER
 ARCHITECT
 CONTR.

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this month		
Num	Date Approved	
TOTALS	\$0.00	\$0.00
Net Change by Change Orders		\$0.00

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$170,759.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$170,759.00
4. TOTAL COMPLETED & STORED TO DATE ... (Column G on G703)	\$170,049.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$0.00
b. % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$170,049.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$166,648.02
8. CURRENT PAYMENT DUE	\$3,400.98
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$710.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: ADAMSVILLE MAINTENANCE

By: [Signature] Date: 9-1-15

State of: New Jersey County Of Somerset
 Subscribed and sworn to before me this 1 day of Sept. 20 15
 Notary Public: Russell Rodey
 My Commission expires: Feb. 4, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount differs from the amount applied for.)

ARCHITECT: By: [Signature] Date: 9-8-15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Adamsville Maintenance Inc.

Site • Utility • Excavating Contractor

330 Roycefield Rd. • Unit E • Hillsborough, NJ 08844 • (732) 271-9658

DATE	NUMBER
09/01/2015	8565

DUE UPON RECEIPT

Page: 1

To: BOROUGH OF NEW PROVIDENCE
360 ELKWOOD AVE.

NEW PROVIDENCE, NJ 07974-

INVOICE

	Quantity	Price	Amount
2014 DRAINAGE IMPROVEMENTS BILL #5	0.000	0.0000	3,400.98
FINAL RETAINAGE			0.00

Invoice Totals

YOU ACKNOWLEDGE ACCEPTANCE OF THIS BILL UNLESS OUR OFFICE IS NOTIFIED IMMEDIATELY WITH A DISCREPANCY.

PLEASE NOTE: ANY AMOUNT WHICH IS NOT PAID BY THE DUE DATE IS SUBJECT TO A FINANCE CHARGE OF 1-1/2% EQUALING AN ANNUAL INTEREST RATE OF 18%.

Gross	3,400.98
Tax	0.00
Discount	0.00
Invoice Totals	3,400.98

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

119 Littleton Road
Parsippany, New Jersey 07054
(973) 402-1200 Fax (973) 402-0770

MAINTENANCE BOND NO. RU100250

The undersigned declare that we, **Adamsville Maintenance, Inc.**
as Principal, and **FIRST INDEMNITY OF AMERICA INSURANCE COMPANY**, as
Surety, are held and firmly bound unto **Borough of New Providence**
as Owner, in the sum of **twenty-five thousand five hundred seven and 35/100**
Dollars (\$ **25,507.35**) 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 **16th** day
of **April**, 2015 enter into a Contract with the Owner for the construction of
2014 Drainage Improvements
which said contract, is made a part of the bond as though set forth herein; and the same
contract was completed and accepted on **8/29/2015**.

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 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.

IN WITNESS WHEREOF, the Principal and Surety have duly executed this bond under
seal this **1st** day of **September**, 2015 .

ATTEST:

David E. Scagnetta

PRINCIPAL: **Adamsville Maintenance, Inc.**

By: *Richard Scagnetta*
Richard Scagnetta, President

ATTEST:

Brethany El

FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY

Margaret Kelly
Margaret Kelly Attorney-in-Fact

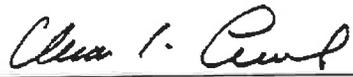
**FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY**
119 Littleton Road Parsippany, New Jersey 07054
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Elizabeth A. Allen, Maryanne V. Bonis, Carmen J. Cavaliere, Margaret Kelly, Shirley E. Oravsky, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND DOLLARS FOR ANY BOND OR CONTRACT PRICE.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 20th day of March, 2012.




Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 20th day of March, 2012, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.




Frances A. Frazzano
Notary Public, State of New Jersey
My term expires on May 10, 2017

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, March 20, 2012.

RESOLVED, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney 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 with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 31 day of SEPTEMBER 2015.



12250


Jane E. Lynch, Secretary

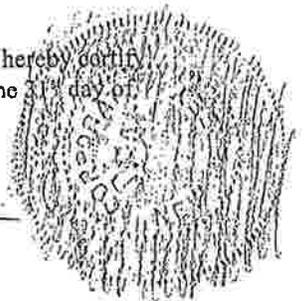
RU100250

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
119 Littleton Road
Parsippany, NJ 07054
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2014

Assets:	
Bonds	\$ 1,112,014
Preferred & Common Stocks	4,149,193
Real Estate	1,340,593
Cash and Short Term Investments	696,949
Investment Income Due and Accrued	14,436
Premiums in the Course of Collection (under 90 days)	283,370
Reinsurance Recoverable on Loss and LAE Payments	-
Deferred Tax Asset	412,144
Other Assets	-
Total Admitted Assets	\$ 8,008,699
Liabilities and Surplus:	
Reserve for Loss and Loss Adjustment Expenses	170,722
Other Expenses	216,756
Taxes Licenses and Fees	136,590
Unearned Premium	1,676,157
Funds Held Under Reinsurance Treaties	-
Amounts Withheld or Retained for Others	-
Ceded Reinsurance Balances Payable	15,563
Liability for Unauthorized Reinsurers	-
Total Liabilities	2,215,788
Capital & Surplus:	
Common Stock, Paid Up	3,500,000
Paid In and Contributed Surplus	480,945
Unassignd Surplus	1,811,966
Surplus as Regards to Policyholders	5,792,911
Total Liabilities and Surplus	\$ 8,008,699

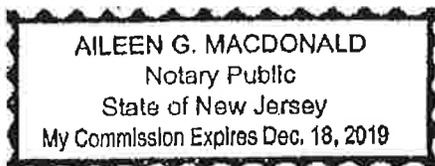
I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31 day of December, 2014, according to the best information, knowledge, and belief.

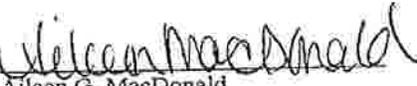

 Glenn A. Runne
 Chief Financial Officer



State of New Jersey)
 County of Morris) SS:

Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Parsippany, Troy Hills, this 31st day of December, 2014.




 Aileen G. MacDonald
 My Commission Expires December 18, 2019





PAYMENT #5 (FINAL)

2014 DRAINAGE IMPROVEMENTS

Contractor: ADAMSVILLE MAINTENANCE INC.
 330 ROYCEFIELD ROAD, UNIT E
 HILLSBOROUGH, NJ 08844

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

DESCRIPTION

QUANTITIES

ITEM NO.	BASE BID - ASHWOOD ROAD	UNITS	BID	ACTUAL	UNIT PRICE	TOTAL
1.	SOIL EROSION AND SEDIMENT CONTROL	LS	1	1	@ \$3,000.00	= \$ 3,000.00
2.	CLEARING SITE	LS	1	1	@ \$13,000.00	= \$ 13,000.00
3.	EXCAVATION AND GRADING, UNCLASSIFIED	LS	1	1	@ \$5,000.00	= \$ 5,000.00
4.	15" REINFORCED CONCRETE PIPE, CLASS III	LF	72	72	@ \$80.00	= \$ 5,760.00
5.	15" REINFORCED CONCRETE PIPE, CLASS V (IF AND WHERE DIRECTED)	LF	56	56	@ \$50.00	= \$ 2,800.00
6.	CONCRETE HEADWALL	UN	1	1	@ \$3,500.00	= \$ 3,500.00
7.	MANHOLE, 4' DIAMETER	UN	3	3	@ \$4,000.00	= \$ 12,000.00
8.	CURB PIECE, TYPE N-ECO	UN	1	1	@ \$550.00	= \$ 550.00
9.	RIP RAP STONE SLOPE PROTECTION, 24" THICK (D50=8")	SY	31	31	@ \$100.00	= \$ 3,100.00
10.	GRANITE CURB WITH 2' REPAIR STRIP (IF AND WHERE DIRECTED)	LF	25	14	@ \$30.00	= \$ 425.00
11.	TOPSOILING, 4" THICK	SY	755	755	@ \$5.00	= \$ 3,775.00
12.	FERTILIZING AND SEEDING, CONSERVATION SHADE SEED MIX	SY	906	906	@ \$2.00	= \$ 1,812.00
13.	COCONUT FIBER EROSION CONTROL BLANKET	SY	755	755	@ \$2.00	= \$ 1,510.00
14.	STRAW MULCHING (IF AND WHERE DIRECTED)	SY	151	151	@ \$1.00	= \$ 151.00

ITEM NO.	BASE BID - PINE WAY	UNITS	BID	ACTUAL	UNIT PRICE	TOTAL
1.	SOIL EROSION AND SEDIMENT CONTROL	LS	1	1	@ \$3,000.00	= \$ 3,000.00
2.	CLEARING SITE	LS	1	1	@ \$11,000.00	= \$ 11,000.00
3.	EXCAVATION AND GRADING, UNCLASSIFIED	LS	1	1	@ \$6,000.00	= \$ 6,000.00
4.	15" REINFORCED CONCRETE PIPE, CLASS V	LF	24	24	@ \$90.00	= \$ 2,160.00
5.	CONCRETE HEADWALL	UN	1	1	@ \$3,500.00	= \$ 3,500.00
6.	MANHOLE, 4' DIAMETER	UN	2	2	@ \$4,100.00	= \$ 8,200.00
7.	CURB PIECE, TYPE N-ECO (IF AND WHERE DIRECTED)	UN	1	0	@ \$560.00	= \$ -
8.	RIP RAP STONE SLOPE PROTECTION, 24" THICK (D50=8")	SY	30	30	@ \$80.00	= \$ 2,400.00
9.	GABION WALL	CY	30	30	@ \$500.00	= \$ 15,000.00
10.	4' HIGH POST AND RAIL FENCE	LF	62	62	@ \$35.00	= \$ 2,170.00
11.	GRANITE CURB WITH 2' REPAIR STRIP (IF AND WHERE DIRECTED)	LF	25	34	@ \$20.00	= \$ 675.00
12.	TOPSOILING, 4" THICK	SY	530	530	@ \$6.00	= \$ 3,180.00
13.	FERTILIZING AND SEEDING, CONSERVATION SHADE SEED MIX	SY	636	636	@ \$4.50	= \$ 2,862.00
14.	COCONUT FIBER EROSION CONTROL BLANKET	SY	530	530	@ \$2.00	= \$ 1,060.00
15.	STRAW MULCHING (IF AND WHERE DIRECTED)	SY	106	106	@ \$1.00	= \$ 106.00

ITEM NO.	ALTERNATE A - BROOK HOLLOW LANE	UNITS	BID	ACTUAL	UNIT PRICE	TOTAL
1.	SOIL EROSION AND SEDIMENT CONTROL	LS	1	1	@ \$900.00	= \$ 900.00
2.	CLEARING SITE	LS	1	1	@ \$10,000.00	= \$ 10,000.00
3.	EXCAVATION AND GRADING, UNCLASSIFIED	LS	1	1	@ \$3,000.00	= \$ 3,000.00
4.	HOT MIX ASPHALT, 12.5M64 SURFACE COURSE, 2" THICK	TON	34	34	@ \$200.00	= \$ 6,800.00
5.	HMA MILLING, 3" OR LESS	SY	279	279	@ \$15.00	= \$ 4,185.00
6.	BOULDER WALL	SF	169	169	@ \$25.00	= \$ 4,225.00
7.	RIP RAP STONE SLOPE PROTECTION, 24" THICK (D50=8")	SY	76	76	@ \$120.00	= \$ 9,120.00
8.	DECORATIVE ALUMINUM FENCE, 4' HIGH	LF	60	60	@ \$50.00	= \$ 3,000.00
9.	TREE REMOVAL, OVER 12" TO 24" DIAMETER	UN	4	4	@ \$900.00	= \$ 3,600.00
10.	TREE REMOVAL, OVER 24" TO 36" DIAMETER	UN	2	2	@ \$1,500.00	= \$ 3,000.00
11.	TOPSOILING, 4" THICK	SY	142	142	@ \$12.00	= \$ 1,704.00
12.	FERTILIZING AND SEEDING, CONSERVATION SHADE SEED MIX	SY	492	492	@ \$4.00	= \$ 1,968.00
13.	FERTILIZING AND SEEDING, WETLAND SHADE SEED MIX	SY	25	25	@ \$10.00	= \$ 250.00
14.	COCONUT FIBER EROSION CONTROL BLANKET	SY	142	142	@ \$3.00	= \$ 426.00
15.	STRAW MULCHING (IF AND WHERE DIRECTED)	SY	350	350	@ \$0.50	= \$ 175.00

TOTAL COMPLETED TO DATE	\$ 170,049.00
LESS PREVIOUS PAYMENTS	\$ 166,648.02
2% RETAINAGE (TO BE RELEASED)	\$ 3,400.98
PAYMENT #5 (FINAL)	\$ 3,400.98