

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2017-070

Council Meeting Date: 02-15-2017

Date Adopted: 02-15-2017

TITLE: RESOLUTION APPROVING PARTIAL PAYMENT # 2 FOR GRAYBAR ELECTRIC. IN THE AMOUNT OF \$271,129.20 FOR THE PROJECT COMMONLY KNOWN AS "WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT"

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

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 # 2 to Graybar Electric, 800 Huyler Street, Teterboro, N.J. 07608, in the amounts of \$271,129.20 for the project commonly known as "Wastewater Treatment Plant Improvements Project".

APPROVED, this 15th day of February, 2017.

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 February, 2017

Wendi B. Barry, Borough Clerk

Allen Morgan, Mayor

Andrew R. Hipolit, Borough Engineer

Margaret Koontz, Administrative Assistant

MEMORANDUM

To: Douglas Marvin, Borough Administrator

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

CC: Wendi Barry, Borough Clerk
Anthony Carnevale Jr., Wastewater Operations Manager
Keith Lynch, Director of Planning and Development
Bryna Bartlett, Graybar

Dated: February 8, 2017

RE: **Progress Payment No. 2**
Wastewater Treatment Plant
Maser Project: NPT-518

Graybar Electric Co. Inc., the contractor for the above referenced project, has requested Progress Payment No. 2. Our office has been monitoring construction and as-built quantities for contract items completed through January 2017.

Attached, please find the following:

- Pay Estimate No. 2, dated 2/8/2017, prepared by Maser Consulting, consisting of one (1) page;
- Signed Purchase Order Number 53563; consisting of one (1) page;
- Graybar Invoice #988781408, dated 12/09/2016, consisting of two (2) pages;
- Graybar Invoice #989036564, dated 12/23/2016, consisting of three (3) pages.

To date, the work outlined in Pay Estimate No. 2 has been completed properly.

Original Contract Amount	\$ 346,417.00
Total Cost of Work Completed	\$293,229.79
Less 2% Retainage	(-) \$5,864.60
<u>Amount Paid Previously (Progress Payment 1)</u>	<u>(-) \$16,236.00</u>
Progress Payment No. 2 Amount Due	\$271,129.20

I hereby recommend the Mayor and Council approve Progress Payment No. 2 in the amount of **\$271,129.20** to Graybar. The Borough shall hold payment until the contractor has submitted the AIA Application for payment and Certified Payroll Certificates to our office for review and approval.

P:\NPT\NPT-518\Correspondence\OUT\170208_arh_marvin_Recomendation of Payment No. 2.doc



PROGRESS PAYMENT NO. 2
 MASER PROJECT NUMBER: NPT518
 WASTE WATER TREATMENT PLANT
 BOROUGH OF NEW PROVIDENCE, UNION COUNTY, NJ

DATE: 2/8/2017
CONTRACTOR: Graybar
 800 Huyler Street
 Teterboro, NJ 07608

Invoice Date 12/9/16 & 12/23/16
Invoice Number: 9887781408 & 989036564

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE
1	SQUARE D CO. TEMPORARY GENERATOR AND POWER (Material)	EA	1	\$ 57,254.00	-	1.00	\$ 57,254.00	0.00	1.00	\$ 57,254.00
2	SQUARE D CO. (2) SED DIRECT REPLACEMENTS (Labor)	EA	2	\$ 12,141.50	-	2.00	\$ 24,283.00	0.00	2.00	\$ 24,283.00
3	SQUARE D CO. (2) SED DIRECT REPLACEMENTS (Material)	EA	2	\$ 23,773.50	-	2.00	\$ 47,547.00	0.00	2.00	\$ 47,547.00
4	SQUARE D CO. I-LINE RETROFILLS AND BREAKERS (Labor)	EA	1	\$ 19,930.00	-	1.00	\$ 19,930.00	0.00	1.00	\$ 19,930.00
5	SQUARE D CO. I-LINE RETROFILLS AND BREAKERS (Labor)	EA	1	\$ 44,788.00	-	1.00	\$ 44,788.00	0.00	1.00	\$ 44,788.00
6	SQUARE D CO. I-LINE RETROFILLS AND BREAKERS (Labor)	EA	2	\$ 1,844.50	-	2.00	\$ 3,689.00	0.00	2.00	\$ 3,689.00
7	SQUARE D CO. I-LINE RETROFILLS AND BREAKERS (Labor)	EA	2	\$ 6,218.00	-	2.00	\$ 12,436.00	0.00	2.00	\$ 12,436.00
8	SQUARE D CO. I-LINE RETROFILLS AND BREAKERS (Labor)	EA	1	\$ 23,024.00	-	0.00	\$ -	0.00	0.00	\$ -
9	SQUARE D CO. I-LINE RETROFILLS AND BREAKERS (Labor)	EA	1	\$ 70,635.00	-	0.80	\$ 56,724.79	0.00	0.80	\$ 56,724.79
10	SQUARE D CO. I-LINE RETROFILLS AND BREAKERS (Labor)	EA	1	\$ 16,253.00	-	0.00	\$ -	0.00	0.00	\$ -
11	SQUARE D CO. I-LINE RETROFILLS AND BREAKERS (Labor)	EA	1	\$ 10,342.00	-	1.00	\$ 10,342.00	0.00	1.00	\$ 10,342.00
12	SQUARE D CO. I-LINE RETROFILLS AND BREAKERS (Labor)	EA	1	\$ 16,236.00	-	0.00	\$ -	1.00	1.00	\$ 16,236.00
	TOTAL						\$ 276,993.79			\$ 293,229.79

BASE BID AMOUNT = \$ 346,417.00

CONTRACT AMOUNT: \$ 346,417.00
CHANGE ORDER: \$ -
TOTAL TO DATE: \$ 293,229.79
LESS 2% RETAINAGE: \$ (5,864.60)
SUBTOTAL: \$ 287,365.20
LESS PREVIOUS PAYMENT \$ (16,236.00)
TOTAL AMOUNT DUE: **\$ 271,129.20**

BOROUGH OF NEW PROVIDENCE PURCHASE ORDER

53563

360 ELKWOOD AVE

Clerk-4818

GRAYBA

NEW PROVIDENCE, NJ 07974-1838

DATE	5/17/2016
PAGE NO.	1
CHECK NO.	
TAX EXEMPT NO. 22-6002132	

www.newprov.org

SIGN & RETURN TO ADDRESS ABOVE

VENDOR	SHIP TO
GRAYBAR ELECTRIC 800 HUYLER ST TETERBORO, NJ 07608-1157 Attn: WARD BOOTH	MUNICIPAL CENTER-CLERK 360 ELKWOOD AVE NEW PROVIDENCE, NJ 07974

SPECIAL INSTRUCTIONS

BRC: 0058189

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	GB QUOTE: 222239813, WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT, US. COMMUNITIES GOVT PURCHASING ALLIANCE CONTRACT NO MA-IS-1340234 15-265-930-3-40040	1	292,663.51	292,663.51
2	WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT RESOLUTION 2015-190 15-273-930-3-C6000 Partial payment Invoice # 989036564 (attached)	1	53,753.49	53,753.49
			#252,197.08	# 252,197.08
NO ORDER VALID UNLESS SIGNED BELOW			TOTAL	346,417.00

PURCHASING AGENT <i>Wendi B. Barry</i>	CERTIFICATION OF AVAILABLE FUNDS FINANCE DEPARTMENT <i>Kathy Herrigel</i>
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DEPARTMENT HEAD CERTIFICATION	
I certify that the materials and supplies have been received or the services rendered.	
AUTHORIZED SIGNATURE	DATE

APPROVAL FOR PAYMENT	
COUNCIL MEMBER	ADMINISTRATOR
DATE	DATE

VENDOR CERTIFICATION AND DECLARATION	
I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.	
X <i>Steve Reel</i> VENDOR SIGN HERE	Financial Asst 01/20/17 TITLE DATE
13-0794380 VENDOR SOCIAL SECURITY NO. OR TAX I.D. NO.	

VOUCHER - SIGN AT (X) AND RETURN FOR PAYMENT (SEE CONDITIONS ON REVERSE SIDE)

Remit to :



PO BOX 414396
BOSTON MA 02241-4396

INVOICE

Reprint

Invoice - Outstanding Payment Call
201-596-2600

Bill-To:
BOROUGH OF NEW PROVIDENCE
360 ELKWOOD AVENUE
NEW PROVIDENCE NJ 07974-1838
USA

Invoice No: 988781408
Invoice Date: 12/09/2016
Account Number: 182566
Account Name: BOROUGH OF NEW
Ship-To:
BOROUGH OF NEW PROVIDENCE
360 ELKWOOD AVENUE
NEW PROVIDENCE NJ 07974-1838
USA

Order No: 53563 SO#: 357912327

Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
357912327			11/23/2016	FACTORY		N. Jersey

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	INVOICE#34743137-02 SCHNEIDER ELECTRIC USA INC	14,930.83 / 1	14,930.83
	Consisting of:		
1	ITM9481460		
1	INVOICE#34743137-03 SCHNEIDER ELECTRIC USA INC	3,863.25 / 1	3,863.25
	Consisting of:		
1	9788DESKTPC01		
1	9788LCD22WIDE		
1	ITM44339400		
1	INVOICE#34743137-04 SCHNEIDER ELECTRIC USA INC	6,002.63 / 1	6,002.63
	Consisting of:		
1	9788CUSTGRX01		
1	9791OFFICE		

Our Service Guarantee - call your order into any of our sales locations and your order will be ready for pick up within 1 hour at our full service distribution center located in Carteret, NJ (Urban Enterprise Zone) directly off exit 12 NJ Turnpike. All orders picked

Subject to the standard terms and conditions set forth below

Remit to :



PO BOX 414396
BOSTON MA 02241-4396

INVOICE

Reprint

Invoice Questions Please Call
201-596-2600

Invoice No: 989036564
 Invoice Date: 12/23/2016
 Account Number: 182566
 Account Name: BOROUGH OF NEW

Ship-To:
 BOROUGH OF NEW PROVIDENCE
 360 ELKWOOD AVENUE
 NEW PROVIDENCE NJ 07974-1838
 USA

Bill-To:
 BOROUGH OF NEW PROVIDENCE
 360 ELKWOOD AVENUE
 NEW PROVIDENCE NJ 07974-1838
 USA

Order No: 53563 SO#: 357912327

Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
357912327			12/22/2016	FACTORY		N Rivera

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	TEMPORARY GENERATOR AND POWER MATERIAL SCHNEIDER ELECTRIC USA INC	57,254.00 / 1	57,254.00
2	(2) SED DIRECT REPLACEMENTS LABOR SCHNEIDER ELECTRIC USA INC	24,283.00 / 2	24,283.00
2	(2) SED DIRECT REPLACEMENTS MATERIAL SCHNEIDER ELECTRIC USA INC	47,547.00 / 2	47,547.00
1	I-LINE RETROFILLS AND BREAKERS LABOR SCHNEIDER ELECTRIC USA INC	19,930.00 / 1	19,930.00
1	I-LINE RETROFILLS AND BREAKERS MATERIAL SCHNEIDER ELECTRIC USA INC	44,788.00 / 1	44,788.00
2	(2) PM-870 RETROFILLS LABOR SCHNEIDER ELECTRIC USA INC	3,689.00 / 2	3,689.00
2	(2) PM-870 RETROFILLS MATERIAL SCHNEIDER ELECTRIC USA INC	12,436.00 / 2	12,436.00

Subject to the standard terms and conditions set forth below

Remit to :



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BOSTON MA 02241-4396

INVOICE
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Invoice Questions Please Call

201-596-2600

Invoice No: 989036564
Invoice Date: 12/23/2016
Account Number: 182566
Account Name: BOROUGH OF NEW

Ship-To:
BOROUGH OF NEW PROVIDENCE
360 ELKWOOD AVENUE
NEW PROVIDENCE NJ 07974-1838
USA

Bill-To:
BOROUGH OF NEW PROVIDENCE
360 ELKWOOD AVENUE
NEW PROVIDENCE NJ 07974-1838
USA

Order No: 53563 SO#: 357912327

Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
357912327			12/22/2016	FACTORY		N Rivera

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	INV 34743137-13 SCHNEIDER ELECTRIC USA INC	31,928.08 / 1	31,928.08
1	ENGINEERING SITE VISIT SCHNEIDER ELECTRIC USA INC LABOR	10,342.00 / 1	10,342.00

Our Service Guarantee - call your order into any of our sales locations and your order will be ready for pick up within 1 hour at our full service distribution center located in Carteret, NJ (Urban Enterprise Zone) directly off exit 12 NJ Turnpike. All orders picked up qualify for 3.5% Sales Tax rate.

Terms of Payment Net 30 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Sub Total:	252,197.08
	Freight & Handling:	0.00
	Tax:	0.00
	Total Due:	252,197.08

Subject to the standard terms and conditions set forth below

Remit to :



PO BOX 414396
BOSTON MA 02241-4396

INVOICE

Reprint

Invoice Questions Please Call
201-596-2600

Bill-To:
BOROUGH OF NEW PROVIDENCE
360 ELKWOOD AVENUE
NEW PROVIDENCE NJ 07974-1838
USA

Invoice No: 989036564
Invoice Date: 12/23/2016
Account Number: 182566
Account Name: BOROUGH OF NEW

Ship-To:
BOROUGH OF NEW PROVIDENCE
360 ELKWOOD AVENUE
NEW PROVIDENCE NJ 07974-1838
USA

Order No: 53563

SO#: 357912327

**GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE**

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 (b)(1) thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA), (15 U.S.C. 8870(d)-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the O.R. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.