

# UNION COUNTY UTILITIES AUTHORITY

1499 US Highway One, Rahway, New Jersey 07065

(732) 382-9400

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RESOLUTION NO.: 68-2014

DATED: August 20, 2014

## RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY AWARDING A CONTRACT TO CMS CONSTRUCTION INC. TO RESTORE THE RAHWAY RIVERWALK BOARDWALK DAMAGED BY TROPICAL STORM SANDY.

APPROVED AS TO FORM:

Joseph C. Bodek  
Clerk of the Authority

By: Joseph C. Bodek

APPROVED AS TO SUFFICIENCY OF FUNDS

YES  NO  NONE REQUIRED  
UNION COUNTY UTILITIES AUTHORITY

By: [Signature]

PRESENT      ABSENT      AYE      NAY      ABSTAIN      MOTION      SECOND

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Badri</i>		X					
<i>Eastman</i>	X		X				X
<i>Jackus</i>	X		X				
<i>Kahn</i>	X		X				
<i>Kennedy, Secretary</i>	X		X				
<i>Kulish</i>	X		X			X	
<i>People, Treasurer</i>		X					
<i>ErDOS, Vice Chairman</i>		X					
<i>Huff, Chairman</i>		X					
<i>Bonanno, Alternate No. 1</i>	X		X				
<i>Lombardo, Alternate No.2</i>	X		X				

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**RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY  
AWARDING A CONTRACT TO CMS CONSTRUCTION INC. TO  
RESTORE THE RAHWAY RIVERWALK BOARDWALK DAMAGED BY  
TROPICAL STORM SANDY.**

**WHEREAS**, the Union County Utilities Authority (the “Authority”) owns certain property including a river front park along the Rahway River, a portion of which property—the boardwalk—sustained serious damage as a result of Tropical Storm Sandy in 2012; and

**WHEREAS**, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., on March 28, 2014, the Authority received and opened two (2) sealed bids for a Boardwalk Rehabilitation Project (the “Project”) aimed at restoring the riverside boardwalk; and

**WHEREAS**, CME Associates, the Authority’s Engineer, has reviewed all bids and has recommended that a contract be awarded to the lowest bidder, CMS Construction, Inc. of Newark, New Jersey, in the total amount of \$240,210.00; and

**WHEREAS**, the Authority desires to award a contract for the Project in accordance with the recommendation of CME Associates to CMS Construction, Inc.

**NOW, THEREFORE, BE IT RESOLVED THAT THE UNION COUNTY UTILITIES  
AUTHORITY:**

1. Awards a contract for the Authority’s Boardwalk Rehabilitation Project to CMS Construction, Inc. of Newark, New Jersey, as low bidder, in the amount of \$240,210.00, inclusive, subject to the terms, conditions and execution of a Contract.
2. The Authority authorizes the Chairman and the Executive Director to execute a Contract with CMS Construction, Inc. in a form substantially similar to the form of contract attached hereto, and further authorizes the Executive Director to provide for the return of any bid bonds to the unsuccessful bidder(s) and to take all steps necessary in conjunction with the Authority’s Engineer to commence the project.
3. This Resolution is adopted and the aforementioned contract is hereby awarded pursuant to a Fair and Open Process in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.
4. This Resolution shall take effect immediately.

STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED SUM

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BOARDWALK REHABILITATION

THIS AGREEMENT made as of the \_\_\_\_ day of August  
in the year 2014 by and between:

UNION COUNTY UTILITIES AUTHORITY

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(hereinafter called OWNER)

CMS CONSTRUCTION, INC.

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(hereinafter called CONTRACTOR)

WITNESSETH THAT OWNER AND CONTRACTOR in consideration of the mutual covenants hereafter set forth, agree as follows:

D 1. WORK. The CONTRACTORS shall perform all Work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

The project generally consists of the selective demolition and reconstruction and/or resetting of the existing two (2) SuperDeck® floatable boardwalk systems at the Union County "Riverfront Park" adjacent to the Union County Utilities Authority facility along the Rahway River in the City of Rahway which experienced damaged in Superstorm Sandy. In order to maintain continuity and salvage undamaged sections of the boardwalk, all new materials shall be replaced in kind to match the existing floatable boardwalk systems.

SuperDeck® products as manufactured by Aggressive Industries, Inc. of Minneapolis, MN shall be used in accordance with the contract drawing and specifications.

D 2. ENGINEER. The Project has been designed by:

DAVID J. SAMUEL, P.E.  
CONSULTING ENGINEER  
CME ASSOCIATES  
3141 Bordentown Avenue  
Parlin, New Jersey 08859

who will act as ENGINEER in connection with completion of the Project in accordance with the Contract Documents.

D 3. CONTRACT TIME. The Work will be substantially completed within 90 days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions or modified in the Supplementary Conditions.

D 4. CONTRACT PRICE. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in as follows:

SEE PROPOSAL AND SCHEDULE OF BIDS

D 5. APPLICATIONS FOR PAYMENT. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed by ENGINEER as provided in the General Conditions.

Conditions. Applications for Payment will be reviewed by Engineer as provided in the General Conditions.

D.6 PROGRESS AND FINAL PAYMENTS. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as approved by ENGINEER during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions and Supplementary Conditions G14.02.

D 6.1. Prior to Substantial Completion progress payment will be in an amount equal to:

90% of the Work completed on Contracts less than \$100,000.

98% of the Work completed on Contracts of \$100,000 or more.

D 6.2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less retainages as ENGINEER shall determine in accordance with Paragraph 14.02 of the General Conditions and/or retainage indicated under Supplementary Conditions.

D 6.3. Upon final completion of the work and settlement of all claims, OWNER shall pay the remainder of the Contract Price less retainage under Supplementary Conditions.

D 7. CONTRACT DOCUMENTS. The Contract Documents which comprise the contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- D 7.1. This Agreement,
- D 7.2. Exhibits to this Agreement (if any),
- D 7.3. CONTRACTOR'S Bid and Bonds,
- D 7.4. Notice of Award,
- D 7.5. Instructions to Bidders,
- D 7.6. General Conditions,
- D 7.7. Supplementary Conditions,
- D 7.8. Specifications
- D 7.9. Drawings as listed in Section "H" of the Contract Documents,
- D 7.10. Addenda numbers   1   to   1  , inclusive, and
- D 7.11. Any modifications, including Change Orders, duly delivered after execution of this Agreement.
- D 7.12. Special Provisions
- D 7.13. Appendix

D 8. MISCELLANEOUS.

D 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

D 8.2. Neither OWNER nor CONTRACTOR shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and specifically, CONTRACTOR shall not assign any moneys due or to become due without the prior written consent of OWNER.

D 8.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

D 8.4. The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

D 9. OTHER PROVISIONS.

D 9.1. Contract drawings. The Contract Drawings which accompany these specifications and form a part of the Contract Documents are entitled as indicated in Section H - Contract Drawings and found in the Appendix.

D 9.2. Agreement to Do All Work and to Accept all Conditions. The Contractor agrees to furnish all material, to fully and faithfully construct, perform, and execute all work in accordance with the Contract Drawings and Specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him in the itemized proposal.

D 9.3. Modification of Contract. The Contractor in entering into this contract understands that the Owner reserves the right to modify to the extent herein provided, the location, character, grade or size of the work or appurtenances, whenever in his opinion he shall deem it necessary or advisable to do so. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Engineer, and the same shall not violate or void this Contract. Any such modifications so made, shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Engineer, subject to the approval of the Owner. If such modifications, if any there be, result in a decrease in the cost of work involved, an equitable deduction from the Contract price shall be made, as determined by the Engineer. The Engineer's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the Contract Drawings and in the Specifications be made unless the nature and extent thereof has first been certified by the Engineer in writing and sent to the Contractor.

D 9.4. Increase or Decrease of Quantities Elimination of Items. In entering into this Contract, the Contractor agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the Owner may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities and the Owner reserves the right to add to or take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the Owner.

The Contractor shall and will at no time make claim for anticipated profit or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the said estimated quantities.

D 9.5. Equal Employment Opportunity/Affirmative Action.  
Mandatory language, Alternate #2:

"The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations."

"The parties to this contract agree to incorporate into this contract the mandatory language of subsections 7.4(a) and (b) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of subsections 7.4(a) and (b)."

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2014.

OWNER: UNION COUNTY UTILITIES  
AUTHORITY

CONTRACTOR: CMS CONSTRUCTION, INC.

BY Daniel P. Sullivan  
(NAME)

BY \_\_\_\_\_  
(NAME)

Executive Director  
(TITLE)

\_\_\_\_\_  
(TITLE)

*Daniel P. Sullivan*  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

ATTEST *Joan M. da Silva*

ATTEST \_\_\_\_\_

ATTEST \_\_\_\_\_

ATTEST \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Attn: Joseph C. Bodek

Clerk of the Authority/  
Qualified Purchasing Agent

Union County Utilities Authority

1499 Route 1&9 North

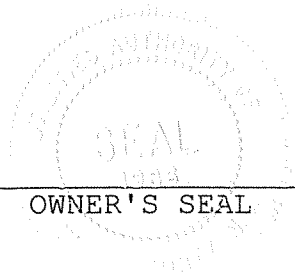
Rahway, NJ 07065

(If OWNER is a public body,  
attach evidence of authority  
to sign and resolution or  
other documents authorizing  
execution of Agreement)

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

(If CONTRACTOR is a corporation, at-  
tach evidence of authority to sign.)



OWNER'S SEAL

CONTRACTOR'S SEAL