

**Resolution #2016 - 143**

**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL  
OF THE BOROUGH OF MOUNT ARLINGTON, IN THE COUNTY OF  
MORRIS, NEW JERSEY, APPROVING A CHANGE ORDER FOR THE  
2016 ROAD RESTORATION PROJECT**

**WHEREAS**, the Borough Engineer has recommended the execution of a change order increasing in the aggregate the amount of the contract by \$43,500.00; and

**WHEREAS**, the Local Public Contracts law permits change orders which do not exceed 20% of the original contract amount, which was \$522,969.30; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the annexed Change Order for the 2016 Road Restoration Project contract with Intercounty Paving Associates, LLC is approved and that the Mayor is authorized to execute the same.

This Resolution shall take effect immediately.

**I HEREBY CERTIFY** this to be a true and correct Resolution of the Mayor and Borough Council of the Borough of Mount Arlington, and adopted on September 13, 2016.



Linda DeSantis, RMC  
Borough Clerk

# Intercounty Paving Associates, LLC

859 Willow Grove St. - Hackettstown, NJ 07840  
Phone 908-852-5868 - Fax 908-852-0944

## CHANGE ORDER REQUEST 1

<b>Client Name:</b> CP Professional Services <b>Client Address:</b> 35 Sparta Ave Sparta, NJ 07871 <b>Client Phone:</b> 973-300-9003 <b>Client Fax:</b> 973-300-4003 <b>Client Email:</b> <a href="mailto:James.landry@cppsc.com">James.landry@cppsc.com</a> <b>Attn:</b> James P Landry	<b>Project #:</b> 16-MM026 <b>Project Name:</b> Mt Arlington 2016 Road Program <b>Project Address:</b> <b>Proposal Date:</b> September 9, 2016 <b>Proposal Exp. Date:</b> October 10, 2016 <b>Estimator:</b> Brian Isabelle
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Intercounty Paving Associates, LLC proposes to furnish material, labor and equipment, as outlined below for the above named project.

Item #	Item Description	Qty	Unit	Unit Price	Extension
1	Type B Inlet	4	EA	\$ 6,000.00	\$ 24,000.00
2	Reset Existing Inlet	2	EA	\$ 1,500.00	\$ 3,000.00
3	Repalce Inlets	3	EA	\$ 5,500.00	\$ 16,500.00
<b>TOTAL</b>					<b>\$ 43,500.00</b>

**SPECIAL NOTES:**

- 1 Prices are for normal daytime hours

**GENERAL CONTRACTOR TO PROVIDE THE FOLLOWING:**

**STANDARD NOTES:** Unless specifically stated above, this proposal is subject to all standard Intercounty Paving Associates, LLC contractual terms and conditions and excludes the following:

- 1 Traffic Control
- 2 Workmanship Issues
- 3 Retainage
- 4 Bonds

**Additional Exclusions:**

Sales Tax, Permits/Bonds, Add'l or Specialty Insurance, Layout/Engineering Fees/Testing, Rock Excavation, Electrical/Lighting, Striping/Signage, Holiday/Weekend Operation, Additional Mobilization(s), Warranty against standing water where grade is less than 2%, Concrete/Curbs, Drainage/Landscaping/Disposal of Hazardous or Contaminated Material, Traffic Control, On-site Water

**Additional Terms:**

This proposal supersedes any previous proposal's with the above referenced project number  
 If soft areas are encountered during proof rolling of the sub-base, excavation, backfill and compaction will be charged as an extra cost.  
 Paving under adverse weather conditions can cause cosmetic and structural asphalt imperfections.  
 Cold, frost, rain, winds, snow and moisture can cause defects in the paving mat. In the event that the client instructs contractor to pave under adverse conditions, cost of repairs will be the sole responsibility of the client.  
 Quantities indicated on this proposal/contract will be billed in full, any quantities over those for which the work was performed will be billed at the determined quantity pricing, which will be billed to customer and due under the terms of the contract.  
 Prices do not include Sales Tax. Sales Tax will be charged on all invoices for all work, unless a valid Sales Tax Exemption Certificate is received.  
 Payment is not subject to holdbacks or retainage.  
 Upon acceptance of this proposal, all terms and conditions contained herein shall become part of, but not limited to, final contract.

\_\_\_\_\_ Customer Initials

\_\_\_\_\_ IPA Initials

TERMS AND CONDITIONS

1. If during proof rolling of the sub-base, soft areas are encountered, then excavation, backfill and compaction will be charged as an extra cost.
2. Paving done under adverse weather conditions can cause cosmetic and structural asphalt imperfections. Cold, frost, rain, winds, snow and moisture can cause defects in the paving mat. Paving work done under these conditions is done at customer's responsibility. Any cost of repairs will be the sole responsibility of the customer. In the event contractor is directed to pave under adverse conditions, the customer must sign a release prior to commencement of work.
3. The prices listed in this proposal shall be valid for thirty days from date of proposal above.
4. All prices are based on the asphalt oil index effective as of the date of proposal and may be subject to change at time of actual production. Changes in the oil index may result in an increase in contract value.
5. Quantities indicated on this proposal/contract will be billed in full, any quantities over those for which the work was performed, based on actual field measurements, will be billed at the determined quantity pricing as noted on page one, which will be due from the customer and subject to the terms of this contract.
6. Prices above do not include Sales Tax. Sales Tax will be charged on all invoices for all work, unless a valid Sales Tax Exempt Certificate is received.
7. **This proposal becomes effective as a CONTRACT, only after the contractor has executed its acceptance.** Conditions that are not incorporated into this contract will not be recognized. This agreement represents the entire agreement between customer and contractor. No verbal or other agreements shall be binding on contractor, unless incorporated herein. No modification or transfer of this contract after acceptance shall be binding upon contractor, unless made in writing and signed by one of the contractors authorized representatives.
8. Changes to the original contract work can be made only with an official change order issued by contractor and accepted by customer. Once customer and contractor accept change orders, they become a part of the original contract, and are subject to all terms and conditions of the original contract.
9. This proposal may be withdrawn pending the results of a credit investigation. Otherwise it may be necessary to post a bond or establish an escrow account with sufficient funds and a guarantee of payment upon completion of our work.
10. Invoices will be rendered monthly, or at completion of work, whichever comes first. Payment of invoices is required on any portion of the work performed and or materials furnished during each 30-day period. Payments not received within 30 days of invoice date will be subject to a 1-½ % monthly, 18% yearly interest charge. Customer agrees to pay interest charges on all amounts not paid in accordance with above payment terms. In the event the contract amount, or any amount due is not paid to contractor and is sent out for collection, customer hereby expressly agrees to pay all attorney fees, interest, penalties, court costs or other amounts permitted by law, statute or rule.
11. Holding of retainage is not allowed under the terms of this contract. Customer hereby agrees not to withhold any amount for retainage, unless provided for in this contract.
12. The parties each consent to the venue of the state and federal courts within the State of New Jersey and agree that venue shall be proper in such courts to the exclusion of courts in any other state or country for all causes of action and proceedings under, arising from and/or related to this Agreement. The parties further agree that such designated forum is proper and convenient.

ACCEPTED BY:

ACCEPTED BY:

Borough of Mount Arlington  
 Customer:  
Carolyn Rinaldi  
 Signature  
Carolyn Rinaldi, CFO  
 Name and Title  
9/20/16  
 Date

Intercounty Paving Associates, LLC  
 Signature  
 Name and Title  
 Date