

RESOLUTION #15-184

**RESOLUTION AWARDING CONTRACT TO GERALD A. BARRETT, LLC
FOR THE FY2015 STORM SEWER INFRASTRUCTURE IMPROVEMENTS**

WHEREAS, the City of Woodbury solicited bids for the FY2015 Storm Sewer Infrastructure Improvements Project, the "Project"; and

WHEREAS, the City of Woodbury advertised for bids and received and opened bids on September 16, 2015; and

WHEREAS, the following two (2) bids were received:

<u>Contractor</u>	<u>Total Amount</u>
Gerald A. Barrett, LLC	\$191,447.64
Mount Construction Co., Inc.	\$216,269.00

WHEREAS, the City Engineer has reviewed the bids and by correspondence dated September 30, 2015 has recommended award of the Contract to Gerald A. Barrett, LLC, the low bidder, for the total bid amount of \$191,447.64; and

WHEREAS, the low bid is compliant in all material non-waivable respects and the bid amount is consistent with the Engineer's Estimate; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Woodbury that:

1. The bid is hereby awarded to Gerald A. Barrett, LLC for the Base and Alternate Bid for a Total Bid Amount of \$191,447.64.
2. That the Mayor and/or Administrator is hereby authorized to execute a contract in accordance with the bid specifications, the afore-described bid, and the within Resolution.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on October 13, 2015.

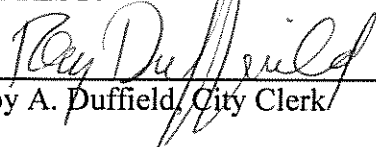
CITY OF WOODBURY

By:



DAVID TROVATO,
President Pro Tem

ATTEST:



Roy A. Duffield, City Clerk

NOTICE OF AWARD

To: Gerald A. Barrett, LLC
329 Lakedale Road
Berlin, NJ 08009

Date: October 22, 2015

Project Description: **FY2015 STORM SEWER INFRASTRUCTURE IMPROVEMENT PROJECT**

The OWNER, CITY OF WOODBURY, has considered the BID submitted by you for the above described WORK in response to its Advertisements for Bids, dated August 26, 2015 and the Information for Bidders.

You are hereby notified that your BID has been accepted for the items presented in the Form of Proposal you submitted at the Bid Opening on September 16, 2015 in the amount of:

One Hundred & Ninety-one Thousand Four Hundred & Forty-seven and 64/100 Dollars (\$191,447.64)
(see Exhibit "A" attached in Contract Agreement).

You are required to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATES OF INSURANCE within **fifteen (15) business days** from the date of this Notice to you.

Should you fail to execute said Agreement and to furnish said WARRANTY, BONDS and CERTIFICATES OF INSURANCE within five (5) business days from this date, said OWNER shall be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER shall be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 22nd day of October, 2015

CITY OF WOODBURY

BY: Paul D. Breier, P.E., Federici & Akin, P.A.

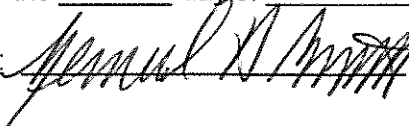
TITLE: City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

Gerald A Barrett

this the 2 day of November, 2015.

BY:  TITLE: Owner

15-184

CITY OF WOODBURY
FY2015 STORM SEWER INFRASTRUCTURE IMPROVEMENTS

AGREEMENT

THIS Agreement, made this 10th day of November, 2015 by and between the CITY OF WOODBURY, hereinafter called "OWNER" and Gerald A. Barrett, LLC doing business as (~~an individual~~) (a corporation) (~~a partnership~~) hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of the PROJECT – "FY2015 Storm Sewer Infrastructure Improvement Project".
2. The CONTRACTOR shall furnish all the material, supplies, tools, equipment, labor, and other services necessary for the construction of the PROJECT described herein.
3. The CONTRACTOR shall commence with the work required by the CONTRACT DOCUMENTS immediately after the date of the NOTICE TO PROCEED and will complete the same within the following **45 calendar days plus State holidays**, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Liquidated damages will be assessed in the amount of **\$500.00** per calendar day if the work is not complete and accepted by the Owner within that **45 calendar-day period**, as specified in the General Conditions.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the following sum as shown in the BID SCHEDULE (see attached Exhibit 'A'): \$ 191,447.64.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) Notice to Bidders
 - (b) Proposal Section
 - (c) BID
 - (d) Surety's Consent
 - (e) BID BOND
 - (f) Qualification Form and Experience, Equipment, & Financial Statement
 - (g) Public Works Contractor Registration Certificate
 - (h) Business Registration Certificates
 - (i) Agreement
 - (j) General Conditions
 - (k) Supplemental General Conditions
 - (l) PAYMENT BOND
 - (m) PERFORMANCE BOND
 - (n) MAINTENANCE BOND
 - (o) NOTICE OF AWARD & NOTICE TO PROCEED
 - (p) CONSTRUCTION PLANS prepared by **FEDERICI & AKIN, P.A.**, dated 8/21/15
 - (q) SPECIFICATIONS prepared by **FEDERICI & AKIN, P.A.**, dated 8/18/15
 - (r) Addendum No. _____ (if none, print "None")
 - (s) Progress Schedule
 - (t) Any other written instructions or interpretations by the ENGINEER or OWNER

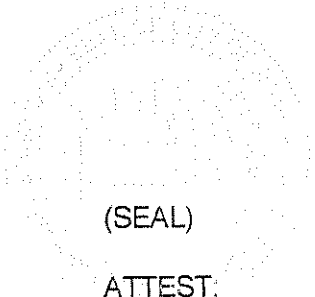
6. The OWNER shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS. The CONTRACTOR specifically agrees to the provisions for Liquidated Damages as referred.
7. The CONTRACTOR, in addition to naming the OWNER, etc. as insured under the various insurance requirements, shall also include the ENGINEER, Federici & Akin, P.A., Joseph P. Federici, Jr., and Douglas E. Akin; and its employees, and officers as additionally insured.
8. **CONTRACTOR agrees that for the purpose of this Agreement, no work shall commence until all policies of insurance; bond or letter of credit, and other sureties shall be posted with the OWNER and duly approved by the OWNER's Solicitor. Accordingly, the CONTRACTOR shall prepare, at the time of submission of said documents, a "transmittal agenda" enumerating all such items required.**
9. CONTRACTOR shall take pre-construction photographs and professional video of the work zone, prior to commencement and also notify OWNER of any discrepancies or conflicts between existing conditions and the specifications prior to beginning construction. CONTRACTOR shall also verify the utilities and notify ENGINEER if any discrepancies are found, prior to mobilizing crew. Test pits shall be completed within five (5) calendar days after Notice To Proceed.
10. CONTRACTOR has fully reviewed the utility system and understands the scope of work and the OWNER will permit the closure of roadway during work hours only.
11. CONTRACTOR hereby represents and warrants to and for the benefit of the Owner that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Owner.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense or cost (including without limitation any impairment or loss of funding, whether in whole or in part, from the Owner or any damages owed by the Owner.)

12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement, in 4 copies.
13. CONTRACTOR confirms that a meeting was conducted with representatives of the Woodbury

CITY OF WOODBURY
FY2015 STORM SEWER INFRASTRUCTURE IMPROVEMENTS

Public Works Department and that the scope of the PROJECT and the Performance Specifications are understood. It is fully confirmed that the CONTRACTOR agrees to coordinate and cooperate with the OWNER and the Public Works Department along with the ENGINEER to complete the PROJECT within the specified time frame.



(SEAL)

ATTEST:

Roy Duffield

Name: Roy A. Duffield
(Please Type)

Title: City Clerk

OWNER: CITY OF WOODBURY

By: [Signature]

Name: William J. Volk, Jr.

Title: Mayor

CONTRACTOR: Gerald A. Barrett, LLC

By: [Signature]

Name: Gerald A. Barrett
(Please Type)

Address: 329 Lakedale Road

Berlin, NJ 08009

(SEAL)

ATTEST:

Christine Barrett

Name: Christine Barrett
(Please Type)

Title: Secretary