

**RESOLUTION  
KENILWORTH, NJ**

**RESOLUTION FOR EMERGENCY REPAIRS EMERGENCY STORM DRAIN REPAIR**

**WHEREAS**, NJSA 40A:11-6 provides that a purchase, contract or agreement may be made, negotiated or awarded without public advertising for bids and bidding therefore, notwithstanding that the cost of contract price will exceed the amount set in the prevailing bidding threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of performance of services, provided and

**WHEREAS**, A written requisition for the performance of such work or labor, or the furnishing of materials, supplies or services is filed with the contracting agent or his deputy in charge describing the nature of the emergency, the time of its occurrence and the need for invoking this section, certified by the officer or director in charge of the department wherein the emergency occurred, or such other officer or employee as may be authorized to act in the place of said officer or director, and the contracting agent or his deputy in charge, being satisfied that the emergency exists, is hereby authorized to award a contract for said work or labor, materials, supplies or services; and

**WHEREAS**, the DPW identified clogged storm sewer that was eroding an embankment and causing flooding conditions; an emergency situation meeting the criteria set forth above resulting from an **EMERGENCY STORM DRAIN REPAIR** between 9<sup>th</sup> Street and 10<sup>th</sup> Street; and

**WHEREAS**, an emergency repair needs to be made **Messercola Excavating Inc.**, in the amount not to exceed **\$ 60,400.00** (Sixty thousand four hundred dollars) for said repairs.

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Council of the Borough of Kenilworth, does hereby authorize the payment of \$60,400.00 to **Messercola Excavating Inc., 549 E. 3<sup>rd</sup> Street, Plainfield, NJ 07060** for the emergency purchase described herein in accordance with NJSA 40A:11-6

	MOVED	SECONDED	AYES	NAVS	ABSTAIN	ABSENT	
Councilman Patrick Boyle	x		x				
Councilman Joseph Finistrella		x	x				
Councilwoman Toni Giordano Picerno			x				
Councilman William Mauro			x				
Councilman Douglas Piper			x				
Councilman Savino Scorese			x				
Mayor Linda Karlovitch							
<b>ON CONSENT AGENDA</b>	Yes x		No				

I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Kenilworth at a Meeting held on April 2, 2025.

  
Laura Reinertsen, Borough Clerk



**Certification of Availability of Funds**

I hereby certify that sufficient uncommitted funds are available for the purpose set forth herein in the Borough of Kenilworth account **C-04-55-204-108, C-04-55-205-112 & C-04-55-206-111** in the amount not to exceed **\$60,400.00**.

\_\_\_\_\_  
Ken Blum, CMFO

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549 E. 3RD ST., PLAINFIELD, NJ 07060 (MAIN OFFICE)  
908-561-4243 (MAIN OFFICE) 908-205-5249 (FAX)

SITE WORK | LAND CLEARING | DEMOLITION | TRUCKING | FILL DIRT | 24/7 EMERGENCY SERVICE

Date 3/17/2025

Borough of Kenilworth  
567 Boulevard  
Kenilworth, NJ 07033

RE: Sheridan Ave Kenilworth, NJ storm drain between 9th st and 10th st

Plan reference- N/A

In response to your request we are pleased to present the following proposal for consideration. Our Scope of Work ("SOW") shall consist of the following:

**Sanitary Sewer**

Item & Description	Quantity	Price Per	Unit	Subtotal
1 Remove and replace existing storm drain pipe with 18" SDR 35 pipe. Bed pipe to spring line with 3/4 clean stone. Backfill and compact to subgrade with Suitable fill or RCA stone. Install 6" of asphalt in saw cut limits only. Remove and dispose of existing curb. Trees to be cut before work begins. Messercola will remove stumps for disposal by others. Plasture inlets and rebuild penetration walls	200	\$217	LF	\$43,400
2 Install 18"x6" concrete curb	200	\$45	EA	\$9,000
3 Traffic and safety measures including off duty police hiring	1	\$8,000	LS	\$8,000
Total:				\$60,400

\* Price includes current NJ Prevailing Wage Rates

**Exclusions (unless otherwise noted)**

- a. Permits or permit fees, bonds, inspection fees, survey- all done by others.
- b. Oil tank removal and any contaminated soil removal.
- c. Any soil removed and disposed by Messercola Excavating Co. Inc. at request of owner or G.C. will be at the responsibility of the owner in fee if no soil sampling or testing is provided.
- d. Not responsible for de-watering/or rock excavation.
- e. All patch work to be done within saw cut limits only unless otherwise noted.
- f. All elevations for excavation are to be double checked and confirmed by homeowner and/or builder, Messercola Excavating will not be held responsible for figuring out final height of basement and/or structures.
- g. Installation or maintenance of soil erosion devices by others.
- h. Price does not include removal and/or disposal of hazardous materials (asbestos, etc.) unless noted otherwise.
- i. Tree removal, topping of trees or clearing within utility wires is not included.
- j. Price includes a single mobilization of equipment. Additional mobilizations would be at an additional cost.
- k. We will not be responsible for the following, any damage to curbs, sidewalks and driveways, trees, shrubs, landscaping or fencing. Any hazardous and/or toxic materials. Structural integrity of any remaining wood and/or concrete structures, etc. Abandonment of well(s) or Septic/cesspools unless stated in scope work above. Underground or above storage tanks, or any damages or delays beyond our control, war, riot, terrorism, theft, fire, vandalism, natural disasters or any Acts of God.
- l. Police traffic control if required by Township.
- m. Not responsible for traffic control, detours, lane closures dust control or street sweeping service.
- n. Not responsible for excavation of subsurface concrete.
- o. Not responsible for excess dirt export unless otherwise noted.
- p. Not responsible for any unmarked lines by homeowner/builder.
- q. Conflicts with unknown, unmarked, mismarked utilities, and/or obstructions during excavation.

The above proposal is valid for 30 days and includes items specifically detailed in this SOW only. We thank you for considering our firm for this work and hope to be of service to you. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

MESSERCOLA EXCAVATING CO., INC.

Fernando Messercola, President

The above stated SOW, prices, payment terms, notes and exclusions are satisfactory and are hereby accepted. By signing this proposal or by issuing a deposit payment we hereby authorize Messercola Excavating Co., Inc. to do the work as specified above.

Accepted By:

Date:

Authorized Signature & Title

3/20/2025, 5:40pm - DPW Superintendent Email – Identifying compromised storm sewer resulting in erosion of an embankment and flooding conditions.