

SECTION 00500

STATE OF NEW JERSEY
NEW JERSEY SPORTS & EXPOSITION AUTHORITY

DeKorte Park General Site Improvements
CONTRACT LA-15-01

This Contract, effective on the latest date of signature at the last page, by and between the New Jersey Sports & Exposition Authority, One DeKorte Park Plaza, Lyndhurst, New Jersey, 07071, hereinafter called the NJSEA, the party of the first part, and:

Quality 1st Contracting, Inc.

Hereinafter called the Contractor, the party of the second part.

WITNESSETH, that whereas the NJSEA intends to construct a project as specified in Contract Documents for NJSEA FILE NO. LA-15-01: DEKORTE PARK GENERAL SITE IMPROVEMENTS, hereinafter called the Project or the Work, in accordance with Drawings, Specifications, and other Contract Documents.

1.0 PARTS OF CONTRACT:

1.0 The parties agree that the conditions contained in the following documents which comprise and are hereinafter called the Contract Documents are made part of this Contract and are binding on both parties as if all conditions contained in the Contract Documents were set forth in this Contract:

- A. Advertisement for Bids
- B. Instructions to Bidders
- C. Bid
- D. Bid Forms
- E. Contract
- F. General Conditions
- G. Specific Project Requirements
- H. Environmental Requirements
- I. General Requirements
- J. Technical Specifications
- K. Drawings
- L. Addenda
- N. Change Orders

2.0 TIME FOR COMPLETION:

2.1 Work under this Contract shall be completed within 120 consecutive calendar days from the date specified in the Notice-To-Proceed.

2.2 The Contractor shall pay to the NJSEA for each and every calendar day that he shall be in default in completing the work within the time stipulated, liquidated damages at the sum of five hundred (\$500) per day. Please note that there is no substantial completion

for this work. All final submittals (as-builts, subcontractor releases) as well as all work must be completed within the 120 days.

3.0 SUBCONTRACTORS:

3.1 The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relations between any subcontractor and the NJSEA. Relations between the Contractor and subcontractors are further defined in the GENERAL CONDITIONS.

4.0 WORK:

4.1 The Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

<u>ADDENDUM No.</u>	<u>DATE</u>
<u>1</u>	<u>9/28/15</u>
<u>2</u>	<u>9/28/15</u>
<u>3</u>	<u>10/6/15</u>

5.0 PRICES FOR WORK:

5.1 The NJSEA shall pay based on the prices in the bid, and the Contractor shall receive the prices stipulated in the bid as full compensation for everything furnished and done by the Contractor under this Contract, including all work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided.

6.0 PAYMENTS:

6.1 Progress payments will be made in accordance with the GENERAL CONDITIONS.

6.2 The cost for the Work of this Contract shall not exceed \$65,200.

7.0 WAIVERS:

7.1 Neither the inspection by the NJSEA nor any of its agents, nor any orders, measurements of certificate by the Project Representative, nor any order by the NJSEA for the payment of money nor payment for, nor acceptance of, the whole nor any part of the work by the NJSEA nor any extension of time nor any possession taken by the NJSEA or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the NJSEA, or any right to damages herein provided, nor shall any

waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions, or legal proceedings, the NJSEA shall also be entitled as of right to writ of injunction against any breach of any of the provisions of this Contract.

8.0 INDEMNIFICATION:

8.1 The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the NJSEA and the project Representative and their employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this Contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this Contract.

9.0 PROJECT REPRESENTATIVE STATUS DURING THE PROJECT:

9.1 All work under this Contract shall be done under the observation of the Project Representative. The Project Representative shall decide any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Plans and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

9.2 The Project Representative shall be an employee or agent of NJSEA. In addition, the Project Representative may designate additional individuals to act on his/her behalf on a temporary basis, depending on the type of work occurring at the Project Site. At all times, these individuals shall have the same responsibilities and authority as the Project Representative. In addition, throughout the Contract Documents, the term "Project Representative" refers to the Project Representative and his/her designates.

9.3 The Project Representative shall make visits to the site to observe the progress and quality of the executed Work and to determine if it is proceeding in accordance with the Contract Documents. On the basis of such visits and observations, the Project Representative will keep the NJSEA informed of the quality and progress of the Work.

9.4 The Project Representative may authorize minor variations in the Work, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. If the Contractor believes that a variation issued as minor justifies an increase in the Contract Price and/or an extension of the Contract Time, the Contractor may make a claim therefore.

9.5 The Project Representative may reject Work believed to be defective. The Project Representative also has the authority to require special inspection and testing of the Work, whether or not it has been fabricated, installed or completed.

9.6 The Project Representative shall not be responsible for the means, methods, techniques, sequences or procedures of the Contractor's performance of the Work, or the safety programs and precautions incident thereto. The Project Representative will not be

responsible for the failure of the Contractor to furnish or perform the Work in accordance with the Contract Documents.

- 9.7 The Project Representative will not be responsible for acts of omission by the Contractor or any of his subcontractors or suppliers furnishing or performing any of the Work.

10.0 CONTRACTOR'S BANKRUPTCY:

- 10.1 In the event of bankruptcy of the Contractor, the NJSEA shall use the Performance and Payment Bond to complete the project. The Performance and Payment Bond shall specifically include coverage and protection against bankruptcy of the Contractor.

11.0 SUCCESSORS AND ASSIGNS:

- 11.1 This Contract and all of the covenants hereof shall inure to the benefit of and be binding upon the NJSEA and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the NJSEA nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without notice to and written consent of the other party.

12.0 EXECUTIVE ORDER No. 125:

- 12.1 Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:
<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

12.2 Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

IN WITNESS THEREOF, Quality 1st Contracting, Inc.
and the NJSEA have executed this Contract at the place and on the date immediately adjacent to their respective signatures.

FOR THE CONTRACTOR:

Margie Yarton-Higgins
(Witness) Margie Yarton-Higgins

November 2, 2015
(Date)

Quality 1st Contracting, Inc.
(Type Name of Firm)

[Signature]
(Signature of Bidder) Thomas Roman

Thomas Roman
(Type Name of Bidder)

President
(Type Title of Bidder)

FOR THE NJSEA:

Christine Ferrante
(Witness) Christine Ferrante

11/13/15
(Date)

[Signature]
Wayne Hasenbalg
President and Chief Executive Officer