

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

CONTRACT LA 14-02

This Contract, effective on the latest date of signature at the last page, by and between the New Jersey Meadowlands Commission, One DeKorte Park Plaza, Lyndhurst, New Jersey, 07071, hereinafter called the NJMC, the party of the first part, and:

Ascape Landscape and Construction Corp.

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

WITNESSETH, that whereas the NJMC intends to construct a project as specified in Contract Documents for Contract Number LA 14-02: MILL CREEK MARSH TRAIL SANDY RECOVERY PROJECT, 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 240 consecutive calendar days from the date specified in the Notice-To-Proceed.

2.2 The Contractor shall pay to the NJMC 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 240 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 NJMC. 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>10.7.14</u> |

5.0 PRICES FOR WORK:

5.1 The NJMC 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 \$240,396.00

7.0 WAIVERS:

7.1 Neither the inspection by the NJMC nor any of its agents, nor any orders, measurements of certificate by the Project Representative, nor any order by the NJMC for the payment of money nor payment for, nor acceptance of, the whole nor any part of the work by the NJMC nor any extension of time nor any possession taken by the NJMC or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the NJMC, 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 NJMC 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 NJMC 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'S 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 Drawings and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

10.0 CONTRACTOR'S BANKRUPTCY:

10.1 In the event of bankruptcy of the Contractor, the NJMC 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 NJMC and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the NJMC 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/>. This contract is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract on the Sandy Transparency website.

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, Ascape Landscape and Construction Corp. and the NJMC have executed this Contract at the place and on the date immediately adjacent to their respective signatures.

FOR THE CONTRACTOR:

Jodi Tond

(Witness)

10/28/14

(Date)

President

(Typed Title of Bidder)

FOR THE NJMC:

10/28/14

(Witness)

Ascape Landscape and Construction Corp.

(Typed Name of Firm)

[Signature]

(Signature of Bidder)

Stuart Chaitin

(Typed Name of Bidder)

[Signature]

Marcia A. Karrow, Executive Director

(Date)

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR
TO ENTER INTO A CONTRACT FOR
MILL CREEK MARSH TRAIL RENOVATION**

WHEREAS, the New Jersey Meadowlands Commission (NJMC) has long provided public access for purposes of recreation and environmental education; and

WHEREAS, the Mill Creek Marsh Trail was dedicated in 2000; and

WHEREAS, the trail was damaged during the storm Hurricane Sandy on October 29, 2012; and

WHEREAS, the Federal Emergency Management Administration (FEMA) has agreed to pay 90% of an estimated cost of \$ 232,539.00; and

WHEREAS, contract documents were prepared and publicly bid, with 6 bids received on October 16, 2014; and

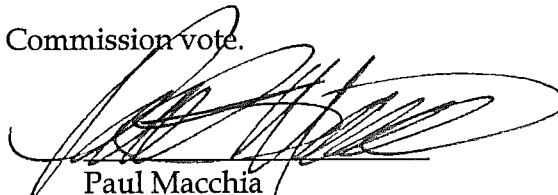
WHEREAS, Ascape Landscape and Construction Corp was the lowest responsive bidder, with a bid in the amount of \$240,396.00; and

WHEREAS, Staff is going to request, with no guarantee, that FEMA allocate additional funds to match the actual bid amount; and

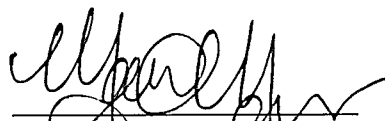
WHEREAS, staff review of the bid indicates that the bid is reasonable, proper and in the best interest of the NJMC, as outlined in the attached memorandum.

NOW, THEREFORE, BE IT RESOLVED by the New Jersey Meadowlands Commission that the Executive Director is hereby authorized to enter into a contract with Ascape Landscape and Construction Corp for the MCM Sandy Recovery Project at a cost not to exceed of \$240,396.00.

The foregoing resolution was adopted by Commission vote.


Paul Macchia
Acting Chairman

I hereby certify the foregoing to be a true copy of the Resolution adopted by the New Jersey Meadowlands Commission at its meeting of October 22, 2014.


Marcia A Karrow
Secretary

Resolution No. 14-45

Motion ___ Second ___ Roll Call ___