

SECTION 00500

STATE OF NEW JERSEY  
NEW JERSEY MEADOWLANDS COMMISSION

CONTRACT LA 14-01

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:

SPARWICK CONTRACTING INCORPORATED 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 14-01: MARSH DISCOVERY 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 150 consecutive calendar days from the date specified in the Notice-To-Proceed.



## **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 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 NJMC. 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 be the initial interpreter of the Contract Document requirements and judge of the acceptability of the Work thereof. Any claims, disputes and/or other matters relating to the above or to changes in the Contract Price

or Time will initially be referred to the Project Representative, in writing. The Project Representative will render a decision, in writing, within a reasonable period of time.

9.4 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 NJMC informed of the quality and progress of the Work.

9.5 The Project Representative will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as are determined necessary. If the Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price and/or an extension of the Contract Time, the Contractor may make a claim therefore.

9.6 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.

9.7 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.

9.8 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.

9.9 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 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.

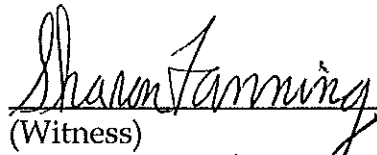
**12.0 EXECUTIVE ORDER 125:**

12.1 This contract is subject to Executive Order 125, which requires State contracts for the expenditure of federal reconstruction resources to be available to the public. The Office of the State Comptroller will post a copy of this contract on the Sandy Transparency website at [nj.gov/comptroller/sandytransparency/contracts/sandy/](http://nj.gov/comptroller/sandytransparency/contracts/sandy/).

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.

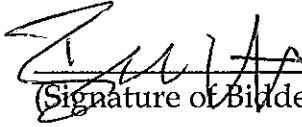
**IN WITNESS THEREOF**, SPARWICK CONTRACTING INCORPORATED and the NJMC have executed this Contract at the place and on the date immediately adjacent to their respective signatures.

FOR THE CONTRACTOR:

  
\_\_\_\_\_  
(Witness)

6/3/14  
\_\_\_\_\_  
(Date)

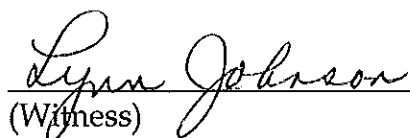
Sparwick Contracting, Inc.  
\_\_\_\_\_  
(Typed Name of Firm)

  
\_\_\_\_\_  
(Signature of Bidder)

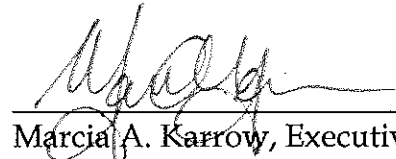
BRIAN FAGERSTEN, VICE PRESIDENT  
\_\_\_\_\_  
(Typed Name of Bidder)

\_\_\_\_\_  
(Typed Title of Bidder)

FOR THE NJMC:

  
\_\_\_\_\_  
(Witness)

6/5/14  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
Marcia A. Karrow, Executive Director

**END OF SECTION 00500**