

**CONTRACT FOR**  
**Bid 10-2021**  
**Municipal Building Shingle Project**

**BOROUGH OF ALPHA**

**THIS CONTRACT** made the 28 day of December 2021

**BETWEEN**

**BOROUGH of Alpha**, a municipal corporation of the State of New Jersey, whose address 1001 East Boulevard, Alpha, N.J. 08865., hereinafter called the **OWNER**:

**AND**

Quality Roofing Cleaning LLC/ dba Padovani Construction, 46 Higginsville Rd. Neshanic Station, New Jersey, 08853

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hereinafter called the **CONTRACTOR**;

**WHEREAS**, the **OWNER** requires the services of Roofing provider referred to in Bid # 10-2021, and hereinafter called the "Project", in accordance with all applicable federal, state, and local laws and regulations, and the Contract Documents.

**NOW, THEREFORE**, the **OWNER** and the **CONTRACTOR**, in exchange for the mutual consideration set forth herein, agree as follows:

**ARTICLE I: CONTRACT DOCUMENTS**

The Contract Documents shall consist of the following component parts:

- a. The Proposal Form and documents submitted therewith by the **CONTRACTOR** to the **OWNER** in response to **OWNER**'s request for bids;
- b. Project Manual for the Bid # 10-2021 and drawings, specifications and documents referred to therein;
- c. This Contract.

**ARTICLE II: SCOPE OF WORK**

The **CONTRACTOR** shall furnish all labor, materials, equipment, tools and services necessary to perform and complete the Project in strict compliance with the Contract Documents and to meet the legal and technical requirements of the Project. The **CONTRACTOR**'s services shall hereafter be referred to as the "Work".

### **ARTICLE III: THE CONTRACT SUM**

The OWNER shall pay the CONTRACTOR for the performance of the Work based on the Bid prices, in accordance with and subject to additions and deductions provided by the Contract Documents, the total sum of: **\$68,750.00.**

The Contractor shall be paid the prices stipulated in the Bid as full compensation for everything furnished and performed by the CONTRACTOR under this Contract, including all Work required, but not specifically mentioned, and all loss or damage arising out of the nature of the aforesaid Work, the action of the elements, any unforeseen obstruction or difficulty encountered in the prosecution of the Work, all risks of every description connected with the Work, 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.

### **ARTICLE IV: TIME OF COMPLETION**

The CONTRACTOR shall start work on the Project within 30 calendar days after receiving notice to proceed from the OWNER. The CONTRACTOR shall complete all work required by this Contract within **15 working** days after receipt of said notice to proceed.

### **ARTICLE V: THE CONTRACT DOCUMENTS**

The parties agree that the terms and conditions contained in the Contract Documents (including bid information, bid documents, specifications, supplemental specifications and drawings) 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.

In addition, the Owner's designated engineer shall furnish to the CONTRACTOR supplementary drawings or explanations as may be necessary to illustrate the work to be done, and the CONTRACTOR shall conform to same as part of this Contract, and all such supplemental information shall be part of the Contract Documents.

The Contract Documents comprise the entire agreement between the Owner and the Contractor and may only be amended as herein described.

### **ARTICLE VI: SUBCONTRACTORS**

The CONTRACTOR will not use subcontractors for the performance of its obligations under the Contract Documents, unless so declared within bid documents and acceptable to the Borough through resolution of adoption.

## **ARTICLE VII: WAIVERS**

Neither the inspection by the OWNER or by the OWNER's agents, nor any orders or measurement of certificate by the Engineer, nor any order by the OWNER for the payment of money, nor payment for or acceptance of the whole or any part of the Work by the OWNER, nor any extension of time or any possession taken by the OWNER or its employees, shall operate as a waiver of any provision of this Contract, any power herein reserved to the OWNER, or any right to damages herein provided. No waiver of any breach of this Contract shall 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 OWNER shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

## **ARTICLE VIII: OWNER AND RESPONSIBILITY OF THE ENGINEER**

All work shall be done under the observation of the Engineer (or other Owner representative, hereinafter referred to as "Engineer"), or another authorized representative of the OWNER. The Engineer shall decide any and all questions which may arise regarding the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Contract Documents, and all questions concerning the acceptable fulfillment of the Contract by the CONTRACTOR.

The Engineers services during the construction of the Project are intended to provide OWNER a greater degree of confidence that the completed work of CONTRACTOR will conform in general to the Contract Documents, Drawings and Specifications. The Engineer shall not, during visits to the project site or as a result of observation of CONTRACTOR's work in progress, supervise, direct or have control over CONTRACTOR's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR's, for any safety precautions and programs incident to the work of CONTRACTOR's or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR's furnishing and performing the work. Accordingly, Engineer neither guarantees the performance of any CONTRACTOR's nor assumes responsibility for any CONTRACTOR's failure to furnish and perform its work safely or in accordance with the Contract Documents.

## **ARTICLE IX: SUCCESSORS AND ASSIGNS**

This Contract and all of the covenants herein shall be binding upon the OWNER and the CONTRACTOR respectively, and the CONTRACTOR's subcontractors, subconsultants, partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet their interests or obligations hereunder without written consent of the other party.

## **ARTICLE X: TERMINATION**

- a. The OWNER may, upon seven days written notice to the CONTRACTOR, and at any time after the execution of this Contract, terminate or limit the services of the CONTRACTOR furnished hereunder for any reasons; including but not limited to, the abandonment of the Project, or the unavailability of monies to complete the Work.
- b. In the event of such termination, the CONTRACTOR shall be compensated for its authorized services rendered hereunder up to that date, and for all reasonable shutdown costs as agreed to by both parties.

## **ARTICLE XI: INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER and the Engineer, their officers, employees and agents, against any loss, liability, claims or demands (including death and/or property damage), arising out of or resulting, in whole or in part, from the CONTRACTOR's performance of this Contract.

## **ARTICLE XII: CONTRACTOR'S STATUS AND RESPONSIBILITIES**

- a. The CONTRACTOR's status shall be that of an independent principal, and not an agent or employee of the OWNER.
- b. The CONTRACTOR shall be responsible for providing competent, suitably qualified personnel to perform the Work.
- c. The CONTRACTOR shall be responsible for proceeding with the work and adhering to the schedule during all disputes or disagreements with the OWNER. No work shall be delayed or postponed pending resolution of any dispute or disagreement.
- d. The CONTRACTOR shall pay to the OWNER, and the OWNER shall have the right to deduct the full amount of, all expenses, losses and damages from all monies due or to become due the CONTRACTOR under this Contract for any of the following reasons:
  1. Any defect, omission, or mistake of the CONTRACTOR or its employees; and the repairs of same, as determined by the Engineer.
  2. All costs of engineering work and inspection after the specified completion time for the Contract.
  3. All costs incurred by the OWNER for overtime payments to the Inspection personnel caused by the CONTRACTOR's overtime work. Overtime is considered as all hours worked exceeding eight hours per day or forty hours per week; all hours worked on Saturday or Sunday; and all hours worked on legal holidays observed by the OWNER.
  4. All costs associated with liens filed and/or served by any of the CONTRACTOR's subcontractors seeking payment for work and/or services performed in connection with this contract.

**ARTICLE XIII: GUARANTEE AND CORRECTION OF DEFECTIVE WORK**

- a. The CONTRACTOR warrants and guarantees to the OWNER that all Work will be performed in accordance with all applicable federal, state and local laws, standards and regulations and the Contract Documents; and that the Work will not be defective.
- b. If within two (2) years after the acceptance date, any Work is found to be defective, the CONTRACTOR shall promptly correct the defective Work, or remove and replace it with non-defective Work, as directed by the OWNER, and at no additional cost to the OWNER.

**ARTICLE XIV: CONTRACT BINDING**

This Contract shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

**ARTICLE XV: GOVERNING LAW**

The laws of the State of New Jersey will govern the validity of this Contract, its interpretation and performance.

**ARTICLE XVI: PREVAILING WAGE RATE**


The CONTRACTOR agrees to comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., and all corresponding rules and regulations. The CONTRACTOR shall pay all workers employed in the performance of this contract the prevailing wages determined pursuant to the above cited law.

IN WITNESS WHEREOF, the parties hereto have thereunto set their hands and seals.

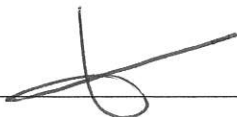
**ATTEST:**

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**BOROUGH OF ALPHA**

By:  12/28/21

**ATTEST:**



**CONTRACTOR:**

By: 