

Contract For  
Demolition of the Borough of Alpha Swimming Pool

THIS AGREEMENT, between the **Borough of Alpha**, a municipal corporation of the State of New Jersey, having its principal offices located at **1001 East Boulevard, Alpha, New Jersey, 08865**, hereinafter referred to as "Owner" and **Consolidated Maintenance Solutions, LLC**, having its principal place of business located at **15 Cynthia Drive, Succasunna, New Jersey, 07876**, hereinafter referred to as "Contractor;"

**WITNESSETH;**

That for and in consideration of the sum of **Seventy-Eight Thousand, Five Hundred Ninety-Nine Dollars and 00/100 (\$78,599.00)**, Contractor agrees to furnish to the Owner, the labor, material, equipment and services in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Owner, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will complete the **Alpha Borough Swimming Pool Demolition** project in accordance with the contract documents and in compliance with this agreement.

Contractor agrees to receive as full compensation the amount stated herein, namely **Seventy-Eight Thousand, Five Hundred Ninety-Nine Dollars and 00/100 (\$78,599.00)**, for said services provided to the Owner. Contractor shall be responsible for all loss or damage arising out of the furnishing of the services aforesaid.

To prevent all disputes and litigation, it is agreed by and between the parties to the Contract that the Owner shall in all cases determine the quantity of the goods delivered and paid for under this contract, and as to the interpretation of any ambiguity in or intent of the drawings and specifications.

The Contract documents shall consist of the following:

1. Notice to Bidders.
2. Specifications.
3. Contractors Proposal (as accepted).
4. Contract Agreement.
5. Contract Drawings
6. All Addenda.

The parties to this contract agree to incorporate into this contract the mandatory language of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said Regulations.

AND in all respects comply with all requirements of the Labor Laws of the State of New Jersey, applicable to contracts on behalf of the Municipal Government for construction, alteration, or repair of any building or public work, including particularly, be without limitation of the foregoing, the provision that not less than the prevailing rate of daily wages in the locality where the work is performed shall be paid to mechanics, workmen and laborers employed by the contractors or subcontractors or by or in behalf of the State or any county or municipality;

**Consolidated Maintenance Solutions, LLC** 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.

Payment shall be made to said Contractor by orders upon the Treasurer of said **Borough**, founded upon estimates of the **Borough Council** as to the amount of work done or articles furnished and delivered, or both, and upon presentation by said Contractor, to the **Borough** Treasurer of said **Borough** an appropriate voucher setting forth, in writing, the amount of work done or goods furnished, and that the work done or articles furnished are according to this Contract, and according to law;

AND it is distinctly and mutually understood and agreed by and between the parties hereto, that in case a default is made in the completion of the Contract, in accordance with the terms and conditions hereof, such money as may be due to said Contractor, or such as would have become due had the terms and conditions of this Contract and agreement been complied with, shall be and is hereby forfeited to said **Borough**, and said **Borough** is free to use the same in and about the completion of said contract, and in

case said **Borough** is put to any costs and expenses over and above the contract price of the Contractor, in and about the completion of the Contract, said Contractor for themselves, itself, their heirs, executors, administrators, successors and assigns, expressly agree to hold themselves, itself, their heirs, executors, administrators, successors and assigns, liable therefore, and hereby covenant and agree to make good the same to the **Borough**. Upon **Borough** determination that services provided by the contractor are unsatisfactory, said contract may be cancelled subject to thirty (30) days written notice being provided to the contractor;

The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and defend, indemnify and save harmless the **Borough of Alpha**, its officers, agents and servants and each and every one of them against and from all suits and costs of every name and description, including attorney's fees and costs and from all damages to which said **Borough of Alpha** or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from carelessness in the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by said Contractor in the aforesaid work or through any act or omission on the part of said Contractor, or his agent or agents. This provision applies regardless of whether insurance coverage is provided. It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the **Borough** out of, or by reason of, the work done and materials furnished under this contract; and

AND it is expressly understood and agreed that this Contract and the referenced inclusion of the bid documents represent the full understanding between the parties and any representations, whether oral or in writing, not contained herein, will not be binding on the parties hereto.

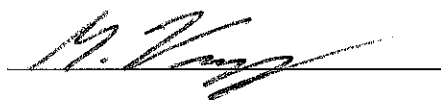
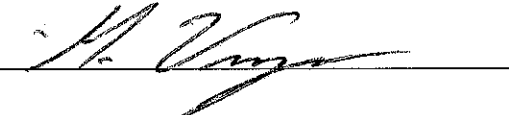
This agreement, together with the contract documents, forms the contract and they are as fully a part of this contract as if hereto attached or herein repeated.

The Owner and the Contractor, for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this Agreement.

Consolidated Maintenance Solutions, LLC:

ATTEST:

 BY 

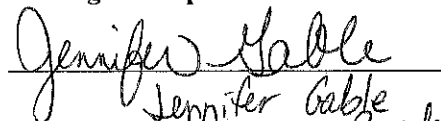

Gerald Veneziano - owner  
Print Name & Title

Gerald Veneziano - owner  
Print Name & Title (Seal)

Dated this 27 day of October, 2015

Borough of Alpha:

ATTEST:

 BY  (Seal)  
Jennifer Gable  
Council President

Dated this 28 day of January, 2016