

CONTRACT FOR MUNICIPAL BUILDING HVAC REPLACEMENT

THIS AGREEMENT, between the City of Ventnor, a municipal corporation of the State of New Jersey, having its principal offices located at 6201 Atlantic Avenue, Ventnor, New Jersey, 08406, hereinafter referred to as "Owner", and Falasca Mechanical, Inc., having its principal place of business located at 3329 North Mill Road, Vineland, New Jersey, 08360, hereinafter referred to as "Contractor,"

WITNESSETH;

That for and in consideration of the sum of **One Million Nine-Hundred Seventy-One Thousand, Six-Hundred Dollars and 00/100 (\$1,971,600.00)**, 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 project entitled **Municipal Building HVAC Replacement** in accordance with the contract documents and in compliance with this agreement.

Contractor agrees to receive as full compensation the amount stated herein, namely **\$1,971,600.00**, 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 NJSA 10:5-31 et seq. and NJAC 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;

The 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.

Payment shall be made to said Contractor by orders upon the Treasurer of the Owner, founded upon estimates of the governing body as to the amount of work done or articles furnished and delivered, or both, and upon presentation by said Contractor, to the Treasurer of the Owner 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 within the time specified, 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 Owner, and said Owner is free to use the same in and about the completion of said contract, and in case said Owner 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 Owner. Upon the Owner's 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 Owner, 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 Owner 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 Owner 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.

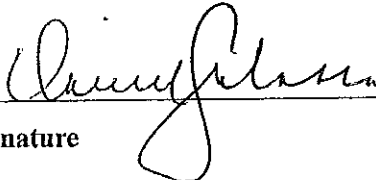
This agreement, together with the contract documents, forms the contract and they are as fully a part of this contract as if hereto attached or herein repeated.

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.

CONTRACTOR: FALASCA MECHANICAL INC.

ATTEST:


Signature

BY 

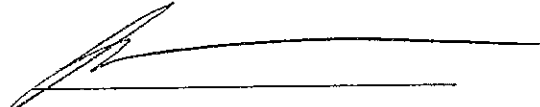
Daniel Falasca - President
Print Name & Title

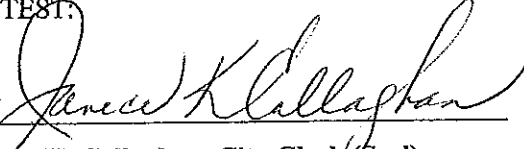
Aido FALASCA - Project Manager
Print Name & Title (Seal)

Dated this 24th day of December, 2013.

OWNER: CITY OF VENTNOR

ATTEST:


John Michael Bagnell, Mayor

BY 
Janice K. Callaghan, City Clerk (Seal)

Dated this 7th day of January, 2014.

Ventnor City

6201 Atlantic Ave.

Ventnor, NJ 08406

TEL (609)823-7900 EXT 1917 FAX (609)822-0214

SHIP TO	City of Ventnor Engineer 6201 Atlantic Avenue Ventnor, NJ 08406 609-823-7901 Ext. #1901
	VENDOR #: FALASCA FALASCA MECHANICAL 3329 N Mill Road Vineland, NJ 08360 Tony Sacchetti/Rep Phone: (856)794-2010 Fax: (856)794-9644

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	13-02296

ORDER DATE: 12/23/13
REQUISITION NO:
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #21-6001326 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/1	City Hall HVAC Installation Catalog #: RES 184 OF 2013 * Please sign this Original PO at the "Claimant's" section, complete the attached w9 and Entity Disclosure Certification and Declaration and return all to the Attention of the Finance Department. Thank you	C-04-13-010-909 ORD 2013-10 - RENOVATION MUNICIPAL BLDGS	1,971,600.0000	1,971,600.00
			TOTAL	1,971,600.00

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>_____</p> <p>VENDOR SIGN HERE</p> <p>_____</p> <p>OFFICIAL POSITION DATE</p> <p>_____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO.</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>_____</p> <p>DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER & ITEMIZED BILLS TO:</p> <p>Ventnor City Finance Dept 6201 Atlantic Ave. Ventnor, NJ 08406</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>_____</p> <p>City Administrator</p> <p>_____</p> <p>Chief Finance Officer</p> <p>_____</p> <p>Department Head</p>