

NOTICE OF AWARD

CITY OF WOODBURY

Tatum Street – Resurfacing and Safety Improvements

To: Gerald A. Barrett LLC
329 Lakedale Road
Berlin, NJ 08009

Date: March 1, 2017

The OWNER, **CITY OF WOODBURY**, has considered the BID submitted by you for the above described WORK in response to its Advertisements for Bids, dated January 25, 2017 and the Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of: \$ 194,530.86 for the Base Bid and for Phase 2 – Alternate No. 1 (See Exhibit "A" attached in Contract Agreement).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, MAINTENANCE BOND, and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of satisfying the conditions set forth in this NOTICE to you.

Should you fail to execute said Agreement and to furnish any required Municipal Aid Documents and BONDS/LOC within ten (10) calendar days from this date, said OWNER shall be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER shall be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 1st day of March, 2017

CITY OF WOODBURY

BY: Paul D. Brewer

TITLE: City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

Gerald A. Barrett, this the 8 day of March, 2017.

BY: Gerald A. Barrett TITLE: Owner

AGREEMENT

THIS Agreement, made this 28th day of March, 2017 by and between the CITY OF
WOODBURY, hereinafter called "OWNER" and Gerald A. Barrett, LLC

(an individual)
doing business as (a corporation) hereinafter called "CONTRACTOR".
(a partnership)

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of the "Tatum Street – Resurfacing and Safety Improvements Project".
2. The CONTRACTOR shall furnish all the material, supplies, tools, equipment, labor, and other services necessary for the construction of the PROJECT described herein. CONTRACTOR agrees to comply with the Federal Work Force Reporting requirements, as dictated by the NJDOT and the Civil Rights Department, including the computer generated CC-257 forms, etc.
3. The CONTRACTOR shall commence with the work required by the CONTRACT DOCUMENTS immediately after the date of the NOTICE TO PROCEED and will complete the same within **60 calendar days**, (excluding legal State holidays) unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Liquidated damages may be assessed in the amount of **\$ 500 per calendar day** if the work is not completed and approved on or by the 61st calendar day, as specified in Special Provisions.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **\$ 194,530.86** as shown in the BID SCHEDULE (see attached Exhibit 'A').
5. CONTRACTOR understands that the award and contract signing is conditioned upon full review and acceptance from the Federal Government and the NJDOT regarding the award checklist for SED, Buy American, Contractors qualifications, etc. Such review period may delay award as much as 14-days from the date of receipt of all required forms.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) Notice to Bidders
 - (b) Proposal Section
 - (c) BID & BID BOND
 - (d) Agreement
 - (e) General & Supplemental General Conditions
 - (f) PAYMENT BOND & PERFORMANCE BOND
 - (g) NOTICE OF AWARD & NOTICE TO PROCEED
 - (h) PLANS prepared by FEDERICI & AKIN, PA dated 12/29/2016
 - (i) SPECIFICATIONS prepared by FEDERICI & AKIN, PA dated 12/29/2016
 - (j) Addendum No. None
 - (k) Progress Schedule
 - (l) Any other written instructions or interpretations by the ENGINEER or OWNER

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7. CONTRACTOR hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser.)

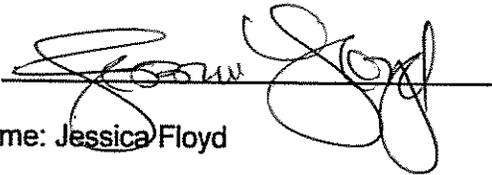
While the CONTRACTOR has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

8. The OWNER shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS. The CONTRACTOR specifically agrees to the provisions for Liquidated Damages as referred.
9. The CONTRACTOR shall, in addition to naming the OWNER, etc. as insured under the various insurance requirements, shall also include the ENGINEER, Federici & Akin, PA, and the STATE, and its agencies, employees, and officers as additionally insured.
10. CONTRACTOR agrees that for the purpose of this Agreement, no work shall commence until all policies of insurance; bond or letter of credit, and other sureties shall be posted with the OWNER and duly approved by the OWNER's Solicitor. Accordingly, the CONTRACTOR shall prepare, at the time of submission of said documents, a "transmittal agenda" enumerating all such items required.
11. CONTRACTOR shall take pre-construction photos and professional video of the work zone, prior to commencement and also notify OWNER of any discrepancies or conflicts between existing conditions and the specifications prior to beginning construction. CONTRACTOR shall also verify the utilities and notify ENGINEER if any discrepancies are found, prior to mobilizing crew. Test pits shall be completed within five (5) calendar days after Notice to Proceed.
12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement, in three (3) copies.

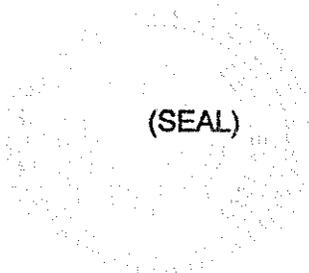
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13. CONTRACTOR confirms that the site was carefully inspected during a site visit and that the scope of the project and the performance specifications are understood. It is fully confirmed that the CONTRACTOR agrees to coordinate and cooperate with the OWNER and its ENGINEER along with the property owners and private utility companies to complete the project.

By OWNER: City of Woodbury
33 Delaware Street
Woodbury, NJ 08096

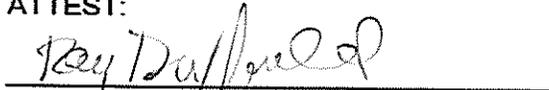
Signature: 
Printed Name: Jessica Floyd

Title: Mayor

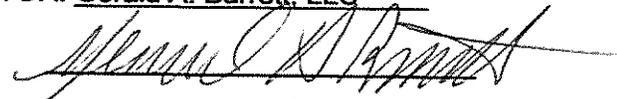


(SEAL)

ATTEST:


Name: ROY A. DUFFIELD
(Please Type)
Title: City Clerk

CONTRACTOR: Gerald A. Barrett, LLC

Signature: 
Name: Gerald A. Barrett
(Please Type)

Address: 329 Lakedale Road
Berlin, NJ 08009

(SEAL)

ATTEST:


Name: Christine Barrett
(Please Type)
Title: Secretary