

**CONSTRUCTION AGREEMENT
FOR:
R-25-309 - Agreement**

THIS AGREEMENT, made the 9th day September, 2025, by and between PRINCETON, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey, 08540 ("PRINCETON") and Dan Swayze & Son, Inc., with offices at 2351 Waldheim Ave, Scotch Plains, New Jersey 07076 ("CONTRACTOR").

In connection with the CONTRACTOR's bid proposal, dated August 19, 2025, and PRINCETON'S notice of award of same, dated September 9, 2025, PRINCETON and CONTRACTOR hereby agree as follows:

1. Scope of Work

The CONTRACTOR hereby agrees to furnish the services specified in the Contract Documents in accordance with the terms of CONTRACTOR's bid proposal.

2. Time of Completion

A. The work to be performed under this Contract shall be commenced and completed as set forth in the Notice to Proceed to be provided by PRINCETON.

B. Failure to complete the work within the number of calendar days set forth in the Notice to Proceed, including any extension granted thereto as determined by PRINCETON, shall entitle PRINCETON to liquidated damages as set forth in the Contract Documents.

C. It is also agreed that the acceptance of the final payment by the CONTRACTOR shall be considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of the CONTRACTOR's obligations under this contract.

3. Contract Sum

Based upon the unit prices and/or lump sum set forth in the bid proposal, the amount of the Contract, subject to adjustments made in accordance with the Contract Documents is one hundred thirty-two thousand, one hundred ninety-three dollars and seventy-five cents (132,193.75)

4. Hold Harmless Agreement

The CONTRACTOR agrees to indemnify, defend and hold harmless PRINCETON, its officers, agents, employees and consultants in accordance with Section 43 of the Instructions to Bidders.

5. Payment to Contractor

In consideration of the CONTRACTOR's agreements set forth herein, PRINCETON hereby agrees to pay the CONTRACTOR for the work, when completed in accordance with the specifications at the unit prices or lump sum prices bid for the respective items, the same payments to be made in accordance with the provisions contained in the Contract Documents.

6. Contract Documents

The Contract Documents as defined in the Instructions to Bidders are incorporated herein and made a part hereof by reference.

7. Affirmative Action Regulations

The CONTRACTOR specifically agrees to comply with the affirmative action requirements set forth in the Instructions to Bidders, which requirements are incorporated herein and made a part hereof by reference.

8. Prevailing Wage Rates

The CONTRACTOR specifically agrees to comply with the Prevailing Wage Rate requirements set forth in Section 10 of the Instructions to Bidders, which requirements are incorporated herein and made part hereof by reference.

9. This agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of PRINCETON.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

PRINCETON

Dawn M. Mount, Clerk

By:_____
Mark Freda, Mayor

ATTEST or WITNESS:

DAN SWAYZE & SON, INC.

By:_____