

AGREEMENT FOR 2026 SPRING TREE PLANTING PROJECT

THIS AGREEMENT, made the 9th day of March, 2026, by and between THE MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey 08540 ("PRINCETON") and SUNSET CREATIONS, INC., 355 Route 601, Belle Mead, New Jersey 08502 ("CONTRACTOR")

In connection with the CONTRACTOR's bid proposal, dated February 24, 2026, and PRINCETON's notice of award of same, dated March 9, 2026, PRINCETON and CONTRACTOR hereby agree as follows:

1. Scope of Work

The CONTRACTOR hereby agrees to furnish all labor, superintendence, services, products, and other utilities and facilities to perform all work necessary for or incidental thereto, and to perform all other obligations specified in the Contract Documents in accordance with the terms of CONTRACTOR's bid proposal.

2. Contract Time

a. Date of Commencement. The date for commencement of the Work shall be the date provided in PRINCETON's Notice to Proceed.

b. The work shall consist of furnishing, planting, and maintaining plant material. Planting shall be completed no later than May 31, 2026. The one-year maintenance period shall begin after the date of acceptance by PRINCETON.

c. CONTRACTOR agrees to Conditions regarding Liquidated Damages as written in Paragraph 37. Abandonment; Delay; Liquidated Damages.

d. The liquidated damages may, solely at PRINCETON'S choice, be deducted by PRINCETON from monies due to the Contractor. Should the total amount chargeable as liquidated damages exceed the amount due or payable by the Contractor or, if a default had been declared by PRINCETON, then such excess shall be paid to PRINCETON by the Contractor or its Surety. PRINCETON retains all its other rights detailed in the Contract Documents when Contractor is out of compliance with the Contract Documents and, pursuant by PRINCETON of any other course of action shall not preclude the Authority from obtaining liquidated damages, if applicable.

e. 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 not to exceed sixty-five thousand, five hundred fifty-five dollars and zero cents (\$65,555.00.)

4. Hold Harmless Agreement

The CONTRACTOR agrees to indemnify, defend, and hold harmless PRINCETON, its

officers, agents, employees, and consultants in accordance with the General Conditions.

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 referenced in the Bid Specifications 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. 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

By: _____
Dawn M. Mount, Municipal Clerk

Mark Freda, Mayor

ATTEST or WITNESS:

SUNSET CREATIONS, INC.

By: _____
