

CONSTRUCTION AGREEMENT

FOR:

TERHUNE ROAD SAFE STREETS TO TRANSIT PEDESTRIAN IMPROVEMENTS

THIS AGREEMENT, made the ____ day of _____, 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 ("MUNICIPALITY") and BLACK ROCK ENTERPRISES, LLC, with offices at 1316 Englishtown Road, Old Bridge, New Jersey 08857 (CONTRACTOR").

In connection with the CONTRACTOR's bid proposal, dated July 15, 2026, and the MUNICIPALITY's notice of award of same, dated July 27, 2026, the MUNICIPALITY 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 the MUNICIPALITY.

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 the MUNICIPALITY, shall entitle the MUNICIPALITY 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 the MUNICIPALITY 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 three million, thirty-nine thousand, nine hundred forty-eight dollars and fifty-five cents (\$3,039,948.55.)

4. **Hold Harmless Agreement**

The CONTRACTOR agrees to indemnify, defend and hold harmless the MUNICIPALITY, its officers, agents, employees and consultants in accordance with Section 46 of the Instructions to Bidders.

5. Payment to Contractor

In consideration of the CONTRACTOR's agreements set forth herein, the MUNICIPALITY 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 11 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 the MUNICIPALITY.

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

ATTEST:

THE MUNICIPALITY OF PRINCETON

Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

ATTEST or WITNESS:

BLACK ROCK ENTERPRISES, LLC

By: _____