

CONSTRUCTION AGREEMENT

FOR:

REPLACEMENT AND REPAIR OF GUIDE RAIL ON PRETTY BROOK ROAD AND QUAKER ROAD

THIS AGREEMENT, made the day of , 2025, by and between THE MUNICIPALITY OF PRINCETON ("MUNICIPALITY"), a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey, 08540 ("PRINCETON") and J. FLETCHER CREAMER & SON, INC. ("CONTRACTOR"), with offices at 101 E. Broadway, Hackensack, New Jersey 07601.

In connection with the CONTRACTOR's bid proposal, dated November 5, 2025, and the MUNICIPALITY'S notice of award of same, dated November 25, 2025, 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 majority of work consists of replacing existing guide rail and end treatments with current devices. Every effort would be made to have the Contractor provide services in whole days to minimize mobilization. However, work must be completed within no more than ten (10) calendar days once the contractor is notified. MUNICIPALITY will retain 2% of the awarded contractor's progress payments until completion and acceptance of the project

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 MUNICIPALITY, shall entitle 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 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 one hundred fifteen thousand, two hundred twenty-five dollars and zero cents (\$115,225.00.)

4. **Hold Harmless Agreement**

The CONTRACTOR agrees to indemnify, defend and hold harmless MUNICIPALITY, its officers, agents, employees and consultants in accordance with Section 42 of the Instructions to Bidders.

5. **Payment to Contractor**

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

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

ATTEST:

MUNICIPALITY OF PRINCETON

Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

ATTEST or WITNESS:

J. FLETCHER CREAMER & SON, INC.

By: _____