

**CITY OF NEW BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY
Louis St & Courtlandt St Roadway Improvements
Specification No. 974-23**

AGREEMENT

This agreement is dated as of the 24 Day of October in the year 2023, between the City of New Brunswick, hereinafter called the Owner, and

BLACK ROCK ENTERPRISES, LLC
(Name of Contractor)

1316 Englishtown Road, Old Bridge, NJ 08857
(Address of Contractor)

hereinafter called the Contractor.

Owner and Contractor, in consideration of the Mutual Covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

The Contractor shall complete all work required by the Contract Documents for the **Louis St & Courtlandt St Roadway Improvements, Specification No. 974-23**, in complete conformance with the Contract Documents and Resolution R-091259 for the total amount not to exceed Seven Hundred Eighty-Six Thousand One Hundred Sixteen and 26/100 (\$786,116.26).

ARTICLE 2. CONTRACT DRAWINGS

The drawings comprise of a set of drawings entitled **Louis St & Courtlandt St Roadway Improvements Specification No. 974-23**, dated July 2023 and Bid Specifications dated July 2023, and include the following:

<u>DRAWING</u>	<u>TITLE</u>
Sheet 1 of 17	Title Sheet
Sheet 2 of 17	General Notes & Estimate of Quantities
Sheet 3 of 17	Existing Conditions & Demo Plan - 1
Sheet 4 of 17	Existing Conditions & Demo Plan - 2
Sheet 5 of 17	Existing Conditions & Demo Plan - 3
Sheet 6 of 17	Existing Conditions & Demo Plan - 4
Sheet 7 of 17	Existing Conditions & Demo Plan - 5
Sheet 8 of 17	Road Improvements - 1
Sheet 9 of 17	Road Improvements - 2
Sheet 10 of 17	Road Improvements - 3
Sheet 11 of 17	Road Improvements - 4
Sheet 12 of 17	Road Improvements - 5
Sheet 13 of 17	Accessible Curb Ramp Details - 1
Sheet 14 of 17	Accessible Curb Ramp Details - 2
Sheet 15 of 17	Construction Details 1
Sheet 16 of 17	Construction Details 2
Sheet 17 of 17	Traffic Details

ARTICLE 3. ENGINEER

The Contract Documents have been prepared by the City Engineer, who is hereinafter called the Engineer who is to assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

The Owner may furnish members of its own staff to be the Project Inspector and assistants, who are to assume all duties and responsibilities, and have the rights and authority assigned to the inspector in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIME

The work will be completed and ready for final payment in accordance with the General Provisions within One Hundred Twenty (120) calendar days from the time the Contract commences to run.

Liquidated damages: Owner and Contractor recognize that time is of the essence of this agreement and that the Owner will suffer financial loss if the work is not completed within the time specified in the paragraph above, plus any extensions thereof allowed in accordance with the General Provisions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the work is not complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay Owner Two Hundred Fifty xx/100 (\$250.00) Dollars **for each day** that expires after times specified in the paragraph above for completion until the work is complete. In addition to the amounts provided for liquidated damages the Contractor shall pay to the Owner for all the time stipulated for completion of the work or as it may be extended as provided herein.

ARTICLE 5. CONTRACT PRICE

The Owner shall pay the Contractor for completion of the work included in this Contract, the price(s) stipulated in the Bid Form hereto attached. Payment shall be subject to additions and deductions by Change order provided in Article 15 of the General Provisions.

ARTICLE 6. PAYMENT PROCEDURES

The Contractor shall submit applications for payment in accordance with the General Provisions. Applications for payment will be processed by the Owner's Inspector and approved by the Engineer as provided in the General Provisions. All invoices must be submitted with a signed voucher. Payment processing by the Owner will commence only after approval by the City Engineer of a signed voucher.

Based upon applications for payment submitted to the owner's Project Inspector and his recommendation for payment, and the review and recommendation of the Engineer, the Owner

will make progress payments on account of the Contract Price to the Contractor as provided in the General Provisions.

In accordance with the New Jersey State Law NJSA 40A:11-163, the Owner shall retain from the Contractor two percent of each progress payment until final completion and acceptance of all work covered by the Contract Documents.

At the point of substantial completion, the Owner may reduce the retainage below the two percent level, but the retainage shall not be less than twice the amount required to perform the remaining work at current prices.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this agreement, Contractor makes the following representations:

Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and any laws and regulations that may in any manner affect cost, progress, performance, or furnishing of the work.

Contractor has visited the site, as evidence by his execution of the statement included in his bid, and has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.

Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at Contract Price, within the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or other similar information or data are or will be required by Contractor for such purposes.

Contractor has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities are or will be required by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

Contractor has correlated the results of all such observations, examination, investigations, exploration, tests, reports and studies with the terms and conditions of the Contract.

Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents are defined in the General Provisions. The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to the Agreement or repeated herein. Contractor covenants that he has read all the Contract Documents and will follow them.

ARTICLE 9. ACCOUNTING RECORDS

Contractor shall check all materials, equipment and labor entering into the work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement.

ARTICLE 10. MISCELLANEOUS

Terms used in the Agreement will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies, that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Owner and Contractor each binds itself, his partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

The performance, labor and materials, and maintenance bonds shall name the City of New Brunswick as obligee with respect to the Contractor's and Surety's obligations thereunder.

In witness whereof, the parties to these presents have executed this Agreement in two (2) counterparts, each of which shall be deemed an original, in the year and day first abovementioned.

This Agreement will be effective on 24 October on 20 23

Owner X

Contractor

TMS

James M. Cahill

Jacqueline Hale

Mayor

By Leslie R. Zeteldon

(Corporate Seal)

Attest Leslie R. Zeteldon
City Clerk

Attest [Signature]

Address for Giving Notice

78 Bayard Street

New Brunswick, NJ 08901

Address for Giving Notice

1316 Englishtown Road

Old Bridge NJ 08857

(Attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

(If Contractor is a Corporation, attach evidence of authority to sign)

ACKNOWLEDGEMENT FOR PRINCIPAL

(INDIVIDUAL)

STATE OF _____

CITY OF _____ TO

WIT:

I, _____,

A

NOTARY PUBLIC IN AND FOR THE CITY AND STATE AFORESAID, DO CERTIFY THAT, WHOSE NAME IS SIGNED TO THE FOREGOING BONDS, PERSONALLY APPEARED BEFORE ME IN MY CITY AND STATE AFORESAID AND ACKNOWLEDGED THE SAME TO BE HIS ACT AND DEED.

ACKNOWLEDGE AND SWORN BEFORE ME

THIS _____ DAY OF _____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT FOR PRINCIPAL

(PARTNERSHIP)

STATE OF New Jersey

CITY OF Monroe TO

WIT: I, Silvia Abreu

A

NOTARY PUBLIC IN AND FOR THE CITY AND STATE AFORESAID, DO CERTIFY THAT

Jacqueline Vole, AND Manuel DeRocha

AND _____, AND _____

PARTNERS DOING BUSINESS AS Black Rock Enterprise, LLC WHOS
NAMES ARE SIGNED TO THE FOREGOING BONDS, PERSONALLY APPEARED
BEFORE ME IN MY CITY AND STATE AFORESAID AND ACKNOWLEDGED THE SAME
TO BE THEIR ACT AND DEED.

ACKNOWLEDGE AND SWORN BEFORE ME

THIS 10th DAY OF October, 2023

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

Silvia R Abreu
Notary Public of New Jersey
Commission No. 2178920
My Commission Expires **8-10-2025**

ACKNOWLEDGEMENT FOR PRINCIPAL

(CORPORATION)

STATE OF _____

CITY OF _____ TO WIT:

I, _____, A

NOTARY PUBLIC IN AND FOR THE CITY AND STATE AFORESAID, DO CERTIFY THAT

_____, AND _____,

WHOSE NAMES ARE SIGNED TO THE FOREGOING BONDS AS

_____, AND _____

OF _____, PERSONALLY APPEARED BEFORE ME IN MY
CITY AND STATE AFORESAID AND ACKNOWLEDGED THE SAME TO BE THEIR ACT AND
DEED OF SAID CORPORATION.

ACKNOWLEDGE AND SWORN BEFORE ME

THIS _____ DAY OF _____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATE OF OWNER'S ATTORNEY

I HAVE EXAMINED THE CONTRACT DOCUMENTS AND BONDS AND FIND
THEM TO BE EXECUTED IN PROPER FORM. I HEREBY CERTIFY THAT IN
MY OPINION THE OWNER HAS THE AUTHORITY AND POWER TO
EXECUTE THE FOREGOING CONTRACT.

DATE

ATTORNEY

BY THE MUNICIPAL COUNCIL:

WHEREAS, on September 7, 2023 the City of New Brunswick received bids after advertising under **Specification No. 974-23** for

Louis Street and Courtlandt Street Roadway Improvements

and

WHEREAS, four (4) bids were received from bidders as shown by the report of bids by Thomas Valenti, Director of Engineering and Public Works, dated September 7, 2023; and

WHEREAS, the lowest bidder, Crossroads Paving Company, has submitted a letter dated September 8, 2023 requesting that their bid be withdrawn due to errors in their bid pricing. N.J.A.C. 40A:11-23.3 allows for a bidder to request withdrawal of a bid "due to a mistake on the part of the bidder, within five (5) business days after a bid opening". Therefore, the low bid is Seven Hundred Eighty-Six Thousand One Hundred Sixteen and 26/100 (\$786,116.26) submitted by Black Rock Enterprises, LLC; and

WHEREAS, Thomas D. Valenti, Director of Engineering and Public Works, has recommended an award in the amount of **Seven Hundred Eighty-Six Thousand One Hundred Sixteen and 26/100 (\$786,116.26)** to

**Black Rock Enterprises, LLC
1316 Englishtown Road
Old Bridge, NJ 08857**

based on the lowest responsible bids submitted for the aforementioned items at the unit prices contained therein; and

WHEREAS, this project will be partially funded under a NJ Department of Transportation 2022 Transportation Trust Fund Grant; and

WHEREAS, this Resolution and award are contingent upon the approval of the contractor by the New Jersey Department of Transportation; and

WHEREAS, funds are available for this purpose in the amount of **Seven Hundred Eighty-Six Thousand One Hundred Sixteen and 26/100 (\$786,116.26)** in the following accounts:

ACCOUNT NUMBER	AMOUNT
04-215-08-19-02-16506	\$484,282.26
01-213-41-165-023	\$301,834.00
TOTAL	\$786,116.26

and

WHEREAS, the signature of Richard Mulrine, Chief Financial Officer, on this Resolution shall certify that such funds are available in the 2023 Municipal Budget.

NOW, THEREFORE, BE IT RESOLVED, by the New Brunswick City Council that the bid of **Black Rock Enterprises, LLC** is hereby accepted; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby authorized to execute a Contract with **Black Rock Enterprises, LLC** for **Louis Street and Courtlandt Street Roadway Improvements** in the amount of **Seven Hundred Eighty-Six Thousand One Hundred Sixteen and 26/100 (\$786,116.26)** at the unit prices shown in said bid, the form of said Contract to be approved by the City Attorney; and

BE IT FURTHER RESOLVED, that this Resolution and award are contingent upon the approval of the contractor by the New Jersey Department of Transportation; and

BE IT FURTHER RESOLVED, that Certified Copies of this Resolution shall be sent by the City Clerk to the following:

- City Administrator
- Chief Financial Officer
- Purchasing Agent
- Director of Police
- Director of Engineering and Public Works
- Superintendent of Public Works
- Black Rock Enterprises, LLC

ADOPTED: September 20, 2023

COUNCIL PRESIDENT

CITY CLERK

APPROVALS:

CITY ADMINISTRATOR

CITY ATTORNEY

CHIEF FINANCIAL OFFICER

TKS/kc

COUNCIL MEMBER	YES	NO	NO VOTE	ABSENT
TAYLOR, RICHARD	X			
WATKINS, JAMES				X
BECKWITH, JERRY				X
COOPER, GARY	X			
GILBERT, JIMMY	X			
HARRIS, JIMMY	X			
KELLEY, JIMMY	X			
LAWRENCE, JIMMY	X			
MCCOY, JIMMY	X			
NIXON, JIMMY	X			
REBECCA, JIMMY	X			

Page 2 of 2

Page 2 of 2