

AGREEMENT FOR CROSSWALK RESURFACING

THIS AGREEMENT made and entered into on this 9th day of April, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “**TOWNSHIP**”, part of the first part, and **STATEWIDE STRIPING CORPORATION**, a New Jersey corporation with offices at 499 Pomeroy Road, Parsippany, New Jersey 07054, hereinafter referred to as “**STATEWIDE**”, party of the second part.

WITNESSETH THAT:

WHEREAS, the **TOWNSHIP** requires the resurfacing the crosswalks in an area of the Township located west of the border of the City of Orange border to Main Street and north of Washington Street to Harrison Avenue commonly known an as “The Heights” (hereinafter the “Heights”); and

WHEREAS, **STATEWIDE** provided a quote to the **TOWNSHIP**, annexed hereto as Exhibit “**A**” to perform the resurfacing of the crosswalks in the Heights for a price of \$29,115.25.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. **STATEWIDE** hereby agrees to provide resurfacing of the crosswalks in the Heights consistent with the quote to the **TOWNSHIP**, annexed hereto as Exhibit “**A**.”
2. **STATEWIDE** agrees, subject to the provisions herein, to indemnify and hold the **TOWNSHIP** harmless from any damage, liability or cost to the extent caused solely by

STATEWIDE's negligent acts, errors or omissions in the performance of services under this Agreement.

3. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS THEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C.

By: _____
SUSAN McCARTNEY, MAYOR

**STATEWIDE STRIPING
CORPORATION**

By: _____