

**AGREEMENT BETWEEN THE TOWNSHIP OF WEST ORANGE AND
REGGIO CONSTRUCTION, INC, FOR THE:**

**MORRIS ROAD, SUSSEX ROAD, AND HUNTERDON ROAD
ROADWAY IMPROVEMENTS PROJECT
(2024-MA-00006 NJDOT MUNICIPAL AID FUNDED)**

THIS AGREEMENT, made this **16** day of **Oct.** 2025 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey,
having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to
as "Township;" and

REGGIO CONSTRUCTION, INC. having its principal offices 416 East Central
Boulevard, Palisades Park, NJ 07650, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, on August 26, 2025, the Township issued a set of Bid Specifications for the
the: **MORRIS ROAD, SUSSEX ROAD, AND HUNTERDON ROAD ROADWAY
IMPROVEMENTS PROJECT (2024-MA-00006 NJDOT MUNICIPAL AID FUNDED)**
(the "Initial Specifications"); and

WHEREAS, the Initial Specifications set forth the scope of the work to be performed
stating:

The work included within the Base Bid generally consists of approximately 8,500 linear feet of Belgian block curb, 800 square yards of sidewalk, 15,000 square yards of HMA milling, and 2,600 tons of hot mix asphalt surface course, 875 linear feet of sanitary sewer replacement, ADA curb ramp construction, replacement of various inlet casting and inlet reconstruction and related improvements. The work included within the Alternate Bid generally consists of approximately 535 linear feet of Belgian block curb, 4 square yards of sidewalk, 925 square yards of HMA milling, and 160 tons of hot mix asphalt surface course, replacement of various inlet casting and inlet reconstruction and related improvements; all in accordance with the form of proposal,

contract and specifications prepared by Neglia Group, 34 Park Avenue, Lyndhurst, New Jersey.

and

WHEREAS, on September 16, 2025, the Township issued a revised set of Bid Specifications (the "Bid Specifications"), annexed hereto as Exhibit "A," and

WHEREAS, on October 1, 2025, Contractor submitted the lowest bid for the combined base bid and alternate bid at an amount totaling \$2,255,808, a copy of Contractor's bid submission is annexed hereto as Exhibit "B."

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Commencement Date of this Agreement shall be _____, 2025.
2. Contractor shall provide the services, including both the Base Bid and the Alternate Bid, set forth in the Bid Specifications pursuant to the terms, conditions, and requirements as set forth therein and annexed hereto as Exhibit "A," and incorporated by reference herein.
3. Contractor shall provide the services for the amount of \$2,255,808 pursuant to the Contractor's Bid Submission, annexed hereto as Exhibit "B," and incorporate by reference herein.
4. To the extent of any inconsistency between the Contractor's Bid Submission and the Bid Specifications, the Bid Specifications shall govern as to that inconsistency over the Contractor's Bid Submission.
5. Contractor acknowledges and agrees that a portion of the funding for this Agreement is from grant funding from the New Jersey Department of Transportation (the "NJDOT") and that it shall comply with all requirements pertaining to the grant

award from the NJDOT. In addition, Contractor agrees that is shall not act in any manner to affect the Township's eligibility for the grant award from the NJDOT.

6. Contractor hereby indemnifies the Township and saves it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement. Township agrees that all funds due Contractor for properly providing the services described in this Agreement will be provided to Contactor in a reasonable and timely manner.
7. This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Contractor have executed this Agreement as of the date first written above.

ATTEST:

KAREN CARNEVALE,
MUNICIPAL CLERK

ATTEST:



TOWNSHIP OF WEST ORANGE

BY: _____
SUSAN McCARTNEY,
MAYOR

REGGIO CONSTRUCTION, INC.

BY: 
