

# 2026 Public Land Maintenance

## CUL DE SAC ISLAND AND STREET TREE MAINTENANCE AND REPLACEMENT

WEST WINDSOR TOWNSHIP  
MERCER COUNTY, NEW JERSEY



**BID OPENING: TUESDAY, JANUARY 27, 2026– 1:00 PM, WEST WINDSOR  
TOWNSHIP SENIOR CENTER, MUNICIPAL COMPLEX, 271 CLARKSVILLE ROAD,  
WEST WINDSOR TOWNSHIP, NJ 08550**

**2026 Public Land Maintenance – Cul de Sac Islands**TOWNSHIP OF WEST WINDSOR  
MERCER COUNTY, NEW JERSEY

Notice is hereby given that sealed proposals addressed to the Business Administrator will be received on or before Tuesday, January, 27, 2026, at 1:00 pm, prevailing time, at which time they will be opened and read at the West Windsor Township Municipal Building, Room A, within the Municipal Complex, 271 Clarksville Road, Princeton Junction, New Jersey for the work described below. Bid packages submitted prior to the day of the bid opening shall be submitted to the Administration Department in the Municipal Complex. The Township encourages prospective bidders to submit their sealed proposals prior to January, 27, 2026 via certified mail or overnight delivery along with requiring a signature. West Windsor is not responsible for bids which are sent for delivery and not received by a Township employee. At conclusion of the public bid opening and after review from Municipal personnel, the bid results along with the pertinent documents of the apparent three low bid submissions will be scanned and posted on the Municipal Website within 48 hours, [www.westwindsornj.org](http://www.westwindsornj.org).

Specifications, plans and bid documents will be available on or after Friday, December 12, 2025, at 10:00 am, and may be examined from the Administration Department located in the West Windsor Township Municipal Building during the hours of 10:00 am to 4:00 pm, Monday through Friday excluding holidays or obtained upon a non-refundable deposit of \$30.00 per set. Please follow instructions posted at the front entrance of the Municipal Building if picking up and/or reviewing the bid packages in person as they will direct you on the proper procedure for maintaining physical distancing requirements. The only acceptable methods of payment are cash or a physical check and/or money order. Check shall be made payable to West Windsor Township. Scanned checks are not acceptable. Mailed checks must include a request for documents with the name of the requested solicitation, as well as the Company Name, Mailing Address, Telephone & Facsimile Numbers as well as Contact Person's Name & Email Address. A FedEx number must be provided in order for West Windsor to ship the documents. Cash payments must be submitted in the exact amount.

Bids must be submitted on the prescribed form, in a sealed envelope marked:

**Bid Proposal****2026 PUBLIC LAND MAINTENANCE – CUL DE SAC ISLANDS AND  
STREET TREE MAINTENANCE AND REPLACEMENT**

The work under this contract includes the furnishing of all labor, material and equipment necessary or required to complete all work set forth in the contract documents. *It is the intention of West Windsor Township to award a contract for Public Lands Maintenance.* Under the Local Public Contracts Law, N.J.S.A. 40A: 11-15(7), we are permitted to renew this contract for two years after the first year for a total of three years. Therefore, we are requesting bids / costs for three years. The Township reserves the right to renew this contract through the succeeding two years if desired by the Township. The determination for renewal will be made each year.

The Base Bid includes annual maintenance for approximately 130 cul de sac and traffic landscape islands including weed prevention and removal, mulching, mowing and pruning; removal and replacement of approximately 60 street and open space trees; removal and replacement of approximately 75 shrubs; and pruning or stump grinding of approximately 75 trees.

A bid deposit in the form of a certified check, cashier's check, or bid bond made payable to the Township of West Windsor in the amount of ten percent (10%) of the total amount of the bid, but not to exceed \$20,000.00, must accompany each proposal as a security, which may be forfeited and retained by the Township in lieu of its other legal remedies, if a successful bidder's proposal is accepted by the Township and he shall fail to execute and return to the Township the required contract and/or bonds within ten (10) days after delivery of the prepared contract and/or bond form to him by the Township.

The Township Council reserves the right to reject all proposals in whole or in part or to waive minor informalities as may be permitted by law. Bidders are required to comply with the requirements of P.L. 1975, C. 127 and N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Marlena Schmid, Business Administrator, West Windsor Township

**2026 Public Land Maintenance – Cul de Sac Islands**

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**2026 Public Land Maintenance – Cul de Sac Islands****INSTRUCTIONS TO BIDDERS****1. CONTRACT DOCUMENTS**

The Contract Documents are defined in the General Conditions and may be obtained at the West Windsor Township Municipal Building during normal business hours upon payment of \$30.00 for each set, no part of which will be refunded. Checks shall be made payable to the Township of West Windsor.

**2. EXAMINATION**

Bidders must examine each of the Contract Documents that form the Contract, become thoroughly familiar with the Specifications, must visit the location of the work, and familiarize themselves with the conditions and make their own estimate of the facilities and difficulties attending the execution of the work.

**3. QUESTIONS**

No oral interpretation shall be made to any Bidder as to the meaning of any of the Contract Documents or be effective to modify any of the provisions of the Contract Documents. All questions shall be submitted in writing to the Engineer and shall be postmarked at least ten (10) days, Saturdays, Sundays and holidays excepted, before the established date for Bid Opening. The Engineer will arrange an Addendum, which shall become part of the Contract, listing all pertinent questions received and his decision regarding each. Prior to the opening of Bids, a copy of these Addenda will be sent to each of those who have obtained a set of the Contract Documents from the Engineer. The Addenda shall be sent in one of the following ways: i) in writing by certified mail, ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful, or iii) by a delivery service that provides certification of delivery to the sender.

Bidders shall acknowledge receipt of Addenda in the form provided in the Bid. In the event that the Bidder does not acknowledge receipt of any or all Addenda, the Bid shall be rejected as non-responsive.

**4. OMISSIONS AND DISCREPANCIES**

Should a Bidder find discrepancies or omissions in the Contract Documents, or should it be in doubt as to their meaning, it should immediately notify, in writing, the Engineer who shall issue an Addendum for clarification to all of those who have received sets of Contract Documents. Time limits shall be as defined in this *Instructions to Bidders*, section 3, Questions.

**5. QUALIFICATIONS OF BIDDERS**

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. After notification from the Owner, the three (3) lowest Bidders shall, within ten (10) days, submit to the Owner a financial statement prepared by a Certified Public Accountant.

**2026 Public Land Maintenance – Cul de Sac Islands****6. COMPARISON OF BIDS**

Comparison of Bids will be made on the basis of the total price bid for all items listed, using the Engineer's estimate of the quantities as shown in the Bid, and the Contractor's unit prices. The estimates of the quantities given in the Bid are for the purpose of arriving at a total Price Bid for the project to make a comparison in awarding the work.

In accordance with N.J.S.A. 40A:11-23.1, when West Windsor Township specifies alternate proposals, the determination of which bidder's response to a request for bids offer the lowest price shall be made on the basis of:

- (i) the base specification plus the price of any selected specified alternate proposals;  
or
- (ii) the base specification plus a choice of specified alternative proposals within the limit of funds that may be made available for a project.

**7. BID SUBMISSION**

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the Bid is submitted, and the name and number of contract(s) for which the Bid is submitted.

All required documents as indicated on the BID DOCUMENT SUBMISSION CHECKLIST on page 19 in the Bid Form Section must be enclosed in the sealed envelope with the Bid.

**8. BIDDER'S WARRANTY**

By the act of submitting a Bid for the proposed Contract, the Bidder warrants that neither the Bidder nor any of his employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Owner, his employees or agents including architects, engineers or consultants, in assembling the Bid figures.

**9. BIDS**

All Bids must be presented upon the blank Bid Forms included in the Contract Documents, and shall state the proposed price for the work, both in words and figures, and shall be signed by the Bidder with his business address and name of corporation or company. Bid forms shall not be altered or added to in any way.

**10. INFORMAL BIDS**

The Owner may reject as incomplete Bids which contain erasures not properly initialed, or incomplete Bid Documents. The Owner reserves the right to waive any informalities.

**11. TIME TO AWARD CONTRACT**

The Owner will make an award of the Contract(s) under and pursuant to N.J.S.A. 40A:11-1 et seq., (New Jersey Public Contracts Law), within sixty (60) days from the date of the receipt of Bids.

**2026 Public Land Maintenance – Cul de Sac Islands**12. WITHDRAWAL OF BIDS

In submitting his Bid, the Bidder agrees that he will not withdraw it within sixty (60) consecutive calendar days after opening the Bids.

Upon proper request and identification, Bids may be withdrawn as follows:

1. At any time prior to the designated time for the opening of Bids.
2. Provided the Bid has not been accepted by the Owner, at any time subsequent to the expiration of the period during which the Bidder has agreed not to withdraw his Bid.

Unless a Bid is formally withdrawn, it shall be deemed open for acceptance until the Contract Agreement has been executed by both parties thereto or until the Owner manifests that he does not intend to accept the Bid. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

3. Permission for Bidder to Withdraw a Bid Due to a Mistake in Certain Circumstances:

N.J.S.A. 40A:11-23.3 authorizes a Bidder to request withdrawal on public works projects of Bid due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a “**clerical error**” that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A Bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to the West Windsor Township Business Administrator. The Bidder must request withdrawal of a Bid due to a mistake, as defined by the law, within **five business days** after the receipt and opening of the Bids. Since the Bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the West Windsor Township Business Administrator may contact all Bidders, after Bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A Bidder’s request to withdraw the Bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the Owner’s designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public Owner will not consider any written request for a Bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a Bidder in the preparation of a Bid proposal unless the postmark of the certified or registered mailing is within the **five (5) business days** following the opening of Bids.

13. OBLIGATION OF BIDDERS

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents, including all Addenda. The failure or omission of any Bidder to receive or examine any form, instrument or document shall in no way relieve any Bidder from his obligation to fulfill the requirements set forth in the Contract Documents of which his Bid is a part.

**2026 Public Land Maintenance – Cul de Sac Islands****14. LOWEST RESPONSIBLE BIDDER**

It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.

The Owner shall have the right to waive any minor informality or irregularity in any Bid or Bids received and to accept the Bid or Bids.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Special Conditions and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

All Bids will be compared on the basis of the work as specified herein, including Addenda.

In the event that there is a discrepancy between prices written in words and written in figures, prices written in words shall govern. No Bid will be accepted which does not contain a price for every item contained in the Bid Form.

**15. BID DEPOSIT**

Each Bid must be accompanied by a Bid Deposit in the form of a Bid Bond issued by a Surety licensed in the State of New Jersey, cashier's check or a certified check issued by a national bank or trust company and payable to the order of the Owner in the amount of ten (10%) percent of the Bid or \$20,000, whichever is less.

The Deposit shall be enclosed in the sealed envelope containing the Bid. Each Bid Deposit may be held by the Owner as security for fulfillment of the Bidder's promises, set forth in his Bid, that he will not withdraw his Bid while it is being considered and will execute the Contract Agreement and furnish the required bonds and insurance certificates if his Bid is accepted. Should the Bidder fail to fulfill such promises, its Bid Deposit shall become the property of, or be payable to, the Owner to be credited towards the damages defined in Section 20 of these Instructions, with any amount in excess of such damages being returned to the Bidder.

Unless it shall become the property of, or be payable to the Owner, said Deposit shall be returned to the Bidder as hereinafter provided. Bid Deposits will be returned to all except the three (3) lowest Bidders within ten (10) days, (Sunday and legal holidays excluded) after the formal opening of Bids, and to the three (3) lowest bidders within ten (10) days (Sundays and legal holidays excluded) after the Owner and the Accepted Bidder have executed the Contract Agreement. In the event that the Contract has not been awarded by the Owner within sixty (60) days after the opening of the Bids, the Bid Security will be returned promptly upon demand of any Bidder whose Bid has not been accepted.

None of the three (3) lowest Bids shall be deemed rejected, notwithstanding acceptance of one of the Bids, until the Contract Agreement has been executed by both the Owner and the Accepted Bidder.

**16. CONSENT OF SURETY**

In addition to the Bid Security, each Bid must be accompanied by an Agreement of Surety similar to the form attached to the Bid from a Surety company qualified to do business in the State of New Jersey agreeing, in event of the award of the Contract to the Bidder, to furnish the required bonds.

**2026 Public Land Maintenance – Cul de Sac Islands**17. RIGHT TO REJECT BIDS

The Owner reserves the right to reject all Bids.

18. BONDS

A Performance Bond, a Payment Bond, and a Maintenance Bond, in the forms which are inserted after the Contract Agreement and each in the sum as herein specified and duly executed by the successful Bidder as principal and by a Surety company licensed to do business under the laws of the State of New Jersey and satisfactory to the Owner, as Surety, will be required for the faithful performance of the Contract, the Payment for labor and materials and for the guarantee and maintenance of the work.

|                  |   |
|------------------|---|
| Performance Bond | Full amount of the Contract   |
| Payment Bond     | Full amount of the Contract   |
| Maintenance Bond | Amount equal to ten (10%) percent of the Contract, or \$1,000.00, whichever is greater. |

Performance and Payment Bonds must be furnished simultaneously with the delivery of the executed Contract by the successful Bidder and shall remain in effect until acceptance of the Project by the Owner and adoption of a Resolution granting release of said Bonds by the Owner.

A Maintenance Bond shall be submitted prior to final payment and shall remain in effect for a period of two (2) years from the date of acceptance of the project by the Owner or as otherwise provided for in the Contract Documents.

19. EXECUTION OF CONTRACT

The Bidder to whom the Contract is awarded will be required to execute the Contract Agreement and furnish the required Bonds and Insurance Certificates within ten (10) days (Sunday and legal holidays excluded) after receipt of notification that the Contract Agreement is ready for signature.

20. DAMAGES

A successful Bidder, upon failure or refusal to execute and deliver the Contract Agreement and the required Bonds and Insurance Certificates within the time specified in the Bid, shall be liable to the Owner for damages suffered, which shall be defined as the difference between the amount specified in the successful Bid and the amount for which the Owner may contract with another party to perform the work covered by said Bid, if the latter amount be in excess of the former, together with any additional expenses incurred by the Owner as a result of such Bidder's failure to enter into the Contract, including, but not limited to, the expense for re-advertisement for Bids and the processing of such Bids.

21. INSURANCE CERTIFICATES

At the time of executing the Contract Agreement, the Contractor shall submit certified certificates covering all insurance called for under the Contract. All notices shall name the Contractor and identify the Agreement. All policies with the exception of worker's compensation shall be endorsed naming the Township of West Windsor, its consultants, officers, agents, contractors, subcontractors, servants and employees as additional insured. All policies shall require that the insured will pay all defense claims and any judgments entered therein. It is expected that all policies will be issued on an

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“occurrence” basis. West Windsor Township may waive or modify any requirement stated herein if West Windsor Township, in its sole judgment and discretion, deems it would be in its best interest to do so.

Ninety (90) days prior to the cancellation or material change or notice of non-renewal of the policies, the Contractor shall give notice to West Windsor Township, by registered mail, return receipt requested, for all of the insurance policies called for in the contract. The Certificate of Insurance shall state:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail written notice of the cancellation to the certificate holder named to the left at least Ninety (90) days prior.”

**22. POWER OF ATTORNEY**

Attorneys-in-Fact who sign Bid Bonds or Contract Bonds, must file with each Bond, a certified copy of their Power of Attorney to sign said Bonds.

**23. NON-COLLUSION AFFIDAVIT**

A Non-Collusion Affidavit, as included in the Bid Documents, must be completed and submitted with all Bids.

**24. CONDITIONS OF WORK**

Each Bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve a successful Bidder of his obligations to furnish all material and labor necessary to carry out the provisions of the Contract Documents, and to complete the contemplated work for the consideration set forth in his Bid.

**25. MATERIALS**

All materials and equipment for the Project shall be furnished by the Contractor, unless otherwise specifically prescribed. They shall conform to Specifications and shall be from an accepted source.

**26. SUBSTITUTION**

In the various, detailed sections of the Specifications, where any item of equipment or material is indicated by proprietary name, trade name, or name of one or more Manufacturers, with the addition of such expressions as “or equal”, it is to be understood that equivalent equipment or products of either a Manufacturer named, or of a Manufacturer not named, which meet the detailed requirements of the Specifications, is intended as a Substitution, subject to the acceptance of the Engineer as to equality thereof. It is distinctly understood: (1) that the Engineer is to use his own judgment in determining whether or not any item of equipment or material proposed, is equal in quality to that specified, (2) that the decision of the Engineer on all such questions of equality shall be final, and (3) that, in the event of any adverse decision by the Engineer, no claim of any sort shall be made or allowed against the Engineer or the Owner.

The first listed material or equipment, whether indicated by name or Manufacturer, brand name, trade name or catalog reference, forms the basis of the design. Materials and equipment indicated in addition to those first listed, will be accepted as equal in quality. However, the Contractor will be responsible

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for all costs, as specified hereinafter, for substitute materials for any design revisions and any new construction required by substitutions. Substitute materials and equipment will be considered only if they are equal in quality, durability, appearance, strength, capacity, type and other requirements of the indicated items; if they conform to the physical limitation of the locations where they will be used; and, if they are acceptable to the Engineer. The burden of proving equivalency shall be on the Contractor. Where any substitution alters the design of the space requirements of any of the work, the Contractor shall bear all costs of the revised design and construction, including the preparation and submission to the Engineer of detailed drawings showing all modifications of the Contract plans necessary to accommodate such equipment. All changes or additions to structures, piping, buildings, mechanical and electrical work, accessories, controls, and all other changes to the work required to accommodate the substitute item shall also be shown.

**27. TIME FOR COMPLETION**

The Contractor will be required to complete the entire work proposed under this Contract within the time limit specified in the Agreement located in the Bid Form Section of these Specifications.

**28. LIQUIDATED DAMAGES**

Should a Contractor fail to complete his work on or before the time set forth above or as provided in the Contract Documents covering extension of time, then the Owner may retain an amount as set forth in the General Conditions as guaranteed damages for each calendar day, in accordance with the provisions of that section.

**29. INFORMATION NOT GUARANTEED**

All information given in the Contract Documents, relating to test pits, subsurface conditions and existing pipes and other structures, is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of Bidders.

It is agreed and understood that the Owner does not warrant or guarantee that the materials, pipes, or other structures encountered during construction will be the same as those indicated by the logs of test pits, test borings, or by the information given in the Contract Documents.

The Bidder is responsible for ascertaining the character, quantities, and conditions of the various materials and the work to be done.

It further is agreed and understood that the Bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered and the actual materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents.

**30. BID ITEM BREAKDOWN**

At the pre-construction conference, the Contractor shall provide a complete breakdown of the cost of his work for the lump sum Bid Item. The breakdown shall be prepared in such a manner that it may be used as a basis for estimating the value of work completed to the end of any month. The extent and basis of the breakdown shall be subject to the acceptance of the Engineer.

**2026 Public Land Maintenance – Cul de Sac Islands**31. COMPLIANCE WITH N.J.S.A 52:25-24.2

If the Bidder is a Corporation, Partnership, or a Limited Liability Company, the Bidder shall submit with his Bid a statement setting forth the names and addresses of all corporate entities, stockholders or individual partners who own ten (10%) percent or more of its stock or interest.

32. COMPLIANCE WITH NEW JERSEY PUBLIC LAW 1975, CHAPTER 127

Bidders are required to comply with the requirements of P.L. 1975, Chapter 127. Each Bid shall be accompanied by a Statement of Compliance with Chapter 127 of the Public Laws of 1975 which shall be signed by the Bidder. This document is contained in the Bid Form Section of these Specifications under the title “CONSTRUCTION CONTRACT MANDATORY LANGUAGE”.

33. CONTRACTOR REGISTRATION FOR PUBLIC WORKS PROJECTS

The “Public Works Contractor Registration Act” (“Act”), P.L. 1999, c.238 became effective April 11, 2000. The Act, N.J.S.A. 34:11-56.48 et seq., requires that all contractors, subcontractors and sub-subcontractors, including out of state contractors, register with the New Jersey Department of Labor and Workforce Development at the time of bidding or engaging in public works contracts that exceed the prevailing wage threshold. A contractor is defined as a “person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract” which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.), and includes any subcontractor or lower tier subcontractor of a contractor as defined herein. According to N.J.S.A. 34:11-56.50, public works projects are any construction, reconstruction, demolition, alteration, repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of funds of a public body, except work performed under a rehabilitation program. Contractors who perform work on public projects not included in this definition of “public works” must still comply with the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, et seq.) as regards to the payment of prevailing wage rates and the keeping/submitting of certified payroll records.

**The Act requires that the Contractor be registered at the time of Bid submission of public bids in accordance with the Local Public Contracts Law.**

No Contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c.150 (C.34:11-56.26) unless the Contractor is registered pursuant to this Act. No Contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the Bid is made. No Contractor or subcontractor, including a subcontractor not listed in the Bid proposal, shall engage in the performance of any public work subject to the contract, unless the Contractor or subcontractor is registered pursuant to this Act. Emergency work is not excluded from the provisions of either the Prevailing Wage Act or the Public Works Contractor Registration Act. Compliance with the Act must be sought prior to processing a Contractor’s request for payment for the completed emergency work.

On a public works project, a General Contractor (“GC”) is responsible for overseeing the project, which includes the hiring of subcontractors and sub-subcontractors. The successful Contractor

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shall submit a copy of his own certificate with the Bid and is also required to do so for all named subcontractors and known sub-subcontractors. **The successful Contractor shall, after the Bid is made and prior to awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the Bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration.** All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Registration forms, copies of the Act, and other relevant information is available by contacting:

Contractor Registration Unit  
New Jersey Department of Labor and Workforce Development  
Division of Wage & Hour Compliance  
P. O. Box 389  
Trenton, New Jersey 08625-0389  
Telephone: 609-292-9464  
Fax: 609-633-8591

Bidders are advised of, and must alert all subcontractors to, amendments to Section 11 of P.L. 1963, c.150 (C.34:11-56.35) codified as P.L. 2019, c.158, which permit the Commissioner of the New Jersey Department of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under said Act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of the New Jersey Department of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the GC has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the New Jersey Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish the time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

**By submitting a Bid, Bidder agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.**

34. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Pursuant to N.J.S.A. 52:32-44, West Windsor Township ("Contracting Agency") is prohibited from entering into a contract with an entity unless the

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bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

The law defines a “Business Organization” as an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof. It also includes any affiliates of the business organization. It does not include government agencies or organizations as non-profit entities.

The law defines a “Contractor” as a business organization or individual that seeks to enter, or has entered into, a contract to provide goods or services or to construct a construction project with a contracting agency.

The law defines a “Subcontractor” as a business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract issued by a contracting agency.

The law defines a “Supplier” as any business organization that knowingly provides goods to a contracting agency.

The law defines “Affiliate” as any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another agency, or (3) is subject to control of a common entity if it owns, directly or indirectly, more than 50% of the ownership interest in the entity.

The law defines a “Contract” as any agreement, including but not limited to a purchase order or formal agreement, which is a legally binding relationship enforceable by law, between a vendor who agrees to provide or perform goods or services and a contracting unit which agrees to compensate a vendor, as defined by and subject to the terms and conditions of the agreement.

The law defines “Construction” to mean, exclusive of the value of work, “public work” as defined in the “Prevailing Wage Act,” N.J.S.A. 34:11-56.26:

- a. “Public Work” means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decoration, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- b. “Maintenance Work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased.

**2026 Public Land Maintenance – Cul de Sac Islands**

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

For further information on registering your business in New Jersey, you may contact:

New Jersey Division of Revenue and Enterprise Services  
P.O. Box 628  
Trenton, NJ 08648-0628  
<https://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

**\*\* Please note: Contracts that are less than 15% of West Windsor Township's bid threshold (\$17,500) are not covered by this law. Vendors that refuse to register and obtain a Business Registration Certificate cannot receive a contract in excess of \$2,625.00.**

35. DISCLOSURE ON INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, prior to the time of contract award, the bidder shall provide a Disclosure of Investment Activities with Iran certifying that neither the Bidder, nor one of its parents, subsidiaries, and affiliates is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to certify, the Bidder shall provide a detailed and precise description of such activities to the Department.

**2026 Public Land Maintenance – Cul de Sac Islands****36. ANTI-DISCRIMINATION PROVISIONS – N.J.S.A. 10:2-1**

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

**37. DRUG AND ALCOHOL-FREE WORKPLACE POLICY**

West Windsor Township is committed to maintaining a drug and alcohol-free workplace in order to protect the health and safety of Township employees, contractors on Township property, and the public at-large. This policy is in compliance with Federal Law and State guidelines establishing drug and alcohol-free workplace policies in government.

**2026 Public Land Maintenance – Cul de Sac Islands**

No contractor or its employees shall be intoxicated at any time while on Township property or while involved in Township business. Intoxication shall mean under the influence of legal or illegal narcotics or drugs, or alcohol.

No drugs or alcoholic beverages shall be consumed by contractors' employees during normal working hours and/or overtime or emergency situations. Drugs and alcoholic beverages are not permitted in Township vehicles, machinery, or equipment, or on Township property. The Township has the right, but not the obligation, to search any vehicles on Township property if there is reasonable suspicion that employees may be intoxicated.

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**2026 Public Land Maintenance – Cul de Sac Islands****BID FORMS - INDEX**

1. BID DOCUMENT SUBMISSION CHECKLIST
2. BID FORM and BID ITEMS
3. ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS, OR ADDENDA TO BID DOCUMENTS FORM
4. BID BOND
5. SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS
6. BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED AND DISQUALIFIED BY THE STATE OF NEW JERSEY
7. CONTRACTOR'S QUALIFICATION QUESTIONNAIRE
8. CONSENT OF SURETY
9. NON-COLLUSION AFFIDAVIT
10. STATEMENT OF OWNERSHIP DISCLOSURE
11. EXHIBIT B, MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
12. AGREEMENT
13. HOLD HARMLESS AGREEMENT
14. PREVAILING WAGE AFFIDAVIT
15. NEW JERSEY STATUTORY PAYMENT BOND
16. NEW JERSEY STATUTORY PERFORMANCE BOND
17. MAINTENANCE BOND
18. CONTRACTOR'S AFFIDAVIT
19. CONTRACTOR'S RELEASE
20. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM
21. PUBLIC WORKS CONTRACTOR REGISTRATION FORM
22. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
23. AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE
24. CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

**2026 Public Land Maintenance – Cul de Sac Islands**

**BID DOCUMENT SUBMISSION CHECKLIST**

**TOWNSHIP OF WEST WINDSOR**

(Pursuant to N.J.S.A. 40A:11-23.1b)

**A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)**

Required with  
Submission of Bid  
By State Statute

Bidder:  
Initial each item  
Submitted with Bid

|                                     |  |           |
|-------------------------------------|--|-----------|
| <input checked="" type="checkbox"/> | If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document | <i>JC</i> |
| <input checked="" type="checkbox"/> | A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2   | <i>JC</i> |
| <input checked="" type="checkbox"/> | A listing of subcontractors as required by N.J.S.A. 40A:11-16  | <i>JC</i> |
| <input checked="" type="checkbox"/> | A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)  | <i>JC</i> |
| <input checked="" type="checkbox"/> | A Consent of Surety, pursuant to N.J.S.A., 40A:11-22   | <i>JC</i> |

**B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION**

West Windsor Requires  
w. Submission of Bid

Bidder: Initial each  
Item Submitted w/ Bid

|                                     |  |           |
|-------------------------------------|--|-----------|
| <input checked="" type="checkbox"/> | Bid Document Submission Checklist  | <i>JC</i> |
| <input checked="" type="checkbox"/> | Completed and signed Bid Forms and Items   | <i>JC</i> |
| <input checked="" type="checkbox"/> | Acknowledgement of receipt of changes to Bid document Form (if required)   | <i>AC</i> |
| <input checked="" type="checkbox"/> | Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors | <i>JC</i> |
| <input checked="" type="checkbox"/> | Contractors Qualification Questionnaire  | <i>JC</i> |
| <input checked="" type="checkbox"/> | Non-Collusion Affidavit (must be notarized)  | <i>JC</i> |
| <input checked="" type="checkbox"/> | Mandatory Equal Employment Opportunity Language (must be notarized) Agreement  | <i>JC</i> |
| <input checked="" type="checkbox"/> | Hold Harmless Agreement  | <i>JC</i> |
| <input checked="" type="checkbox"/> | Prevailing Wage Affidavit  | <i>JC</i> |
|                                     | Payment Bond   |           |
|                                     | Performance Bond   |           |
|                                     | Maintenance Bond   |           |
|                                     | Contractor's Affidavit   |           |
|                                     | Contractor's Release   |           |
| <input checked="" type="checkbox"/> | Americans with Disabilities Act  | <i>JC</i> |

**C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION**

West Windsor Requires  
At Award

Bidder: Initial each  
Item Submitted w/ Bid

|                                     |   |           |
|-------------------------------------|---|-----------|
| <input checked="" type="checkbox"/> | New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44 | <i>JC</i> |
| <input checked="" type="checkbox"/> | Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48 | <i>JC</i> |
| <input checked="" type="checkbox"/> | Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57  | <i>JC</i> |
| <input checked="" type="checkbox"/> | Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1        | <i>JC</i> |

**D. SIGNATURE:** The undersigned hereby acknowledges reading and submitting the above listed requirements

Name of Bidder: Sunset Creations, Inc  
 By Authorized Representative: \_\_\_\_\_  
 Signature: *[Signature]*  
 Print Name and Title: John Colombero, President  
 Date Signed: 1/26/2026

**2026 Public Land Maintenance – Cul de Sac Islands****BID FORM and BID ITEMS**

TO: The Township of West Windsor  
P. O. Box 38  
271 Clarksville Road  
Princeton Junction, New Jersey 08550

RE: **West Windsor Township**  
**2026 PUBLIC LANDS MAINTENANCE**  
Cul de Sac Islands and Street Tree Maintenance and Replacement

This Bid will not be accepted after **1:00 pm** prevailing time on **January 27, 2026** at which time all Bids will be publicly opened and read.

*Sunset Creations, Inc.*

\_\_\_\_\_  
Name of Firm Submitting Bid

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Engineer, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

**2026 Public Land Maintenance – Cul de Sac Islands**

The undersigned understands that the Owner reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the Owner.

Accompanying this Bid is a Bid Bond, Cashier's Check or a certified Check in the sum of ten (10%) percent of the amount of the Bid, or \$20,000.00, whichever is less, payable to the Owner as a guarantee that the Agreement will be executed. A Performance Bond, and the specified insurance certificates, will be furnished within ten (10) days after receipt of notification that the Contract Agreements are ready for signature.

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the Bidder, the difference between the amount specified in the Bid and the amount for which the Owner may contract with another party to perform the work covered by said Bid, if the latter amount be in excess of the former.

If this Bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this Contract within the time limit specified in the Agreement section of these specifications.

The following Bid Schedule will be completed in ink or typewritten. The amount of each Bid Item shall be written in both words and figures with the extensions in figures only. In the case of a discrepancy, the amount written in words will govern. The successful Bidder will be required to furnish a Bid Breakdown for lump sum items as indicated in the "Instructions to Bidders."

2026 Public Land Maintenance – Cul de Sac Islands

If a Corporation,

Name of Contractor Sunset Creations, Inc.

Signature of Bidder [Signature] John Colombero, President  
Name Title

Business Address 355 Route 601, Belle Mead, NJ 08502

Incorporated under the Laws of the State of New Jersey

President John Colombero President  
(Name) (Title)

Secretary \_\_\_\_\_  
(Name) (Title)

Treasurer \_\_\_\_\_  
(Name) (Title)

Dated: 1/26/2026

(Affix Corporation Seal Here)

If a Partnership, Individual, or Non-Incorporated Organization,

Name of Company \_\_\_\_\_

Signature of Bidder \_\_\_\_\_  
(Name) (Title)

Names and Addresses of Members of Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID ITEMS**

**WEST WINDSOR TOWNSHIP**

**" Public Lands Landscape - Cul de sac island and Street Tree Maintenance and Replacement"**

**BASE BID for year 2026**

| <u>ITEM #</u> | <u>SPEC. REFER.</u><br><u>FOR PAYMENT</u> | <u>BRIEF DESCRIPTION OF ITEM &amp;</u><br><u>PRICE IN WORDS AND FIGURES</u>   | <u>EXTENSION</u>             |
|---------------|---|---|------------------------------|
| 1-26          | DivisionII<br>Sections A,B and C          | Landscape Maintenance of 36' diameter<br>cul de sac / roundabout islands for the year 2026<br>118 @ \$2,000. <sup>00</sup> per each<br><u>Two Thousand Dollars and zero cents.</u><br><hr/> <p>(Write out price)</p>                                    | <u>236,000.<sup>00</sup></u> |
| 2-26          | DivisionII<br>Sections A,B and C          | Landscape Maintenance for median island<br>in Alexander Road, northwest of Route One<br>for the year 2026<br>1 @ \$11,700. <sup>00</sup> per each<br><u>Eleven Thousand Seven Hundred Dollars<br/>and zero cents.</u><br><hr/> <p>(Write out price)</p> | <u>11,700.<sup>00</sup></u>  |
| 3-26          | DivisionII<br>Sections A,B and C          | Landscape Maintenance for median island<br>in Millbrook Drive, at Village Road Rd. East<br>for the year 2026<br>1 @ \$2,500. <sup>00</sup> per each<br><u>Two Thousand Five Hundred Dollars<br/>and zero cents.</u><br><hr/> <p>(Write out price)</p>   | <u>2,500.<sup>00</sup></u>   |
| 4-26          | DivisionII<br>Sections A,B and C          | Landscape Maintenance for median island<br>in Pennington Drive at Old Trenton Road<br>for the year 2026<br>1 @ \$3,900. <sup>00</sup> per each<br><u>Three Thousand Nine Hundred Dollars<br/>and zero cents.</u><br><hr/> <p>(Write out price)</p>      | <u>3,900.<sup>00</sup></u>   |
| 5-26          | DivisionII<br>Sections A,B and C          | Landscape Maintenance for median island<br>in Stone Wall Drive, at Southfield Rd.<br>for the year 2026<br>1 @ \$4,600. <sup>00</sup> per each<br><u>Four Thousand Six Hundred Dollars<br/>and zero cents.</u><br><hr/> <p>(Write out price)</p>         | <u>4,600.<sup>00</sup></u>   |

| ITEM # | SPEC. REFER.<br>FOR PAYMENT        | BRIEF DESCRIPTION OF ITEM &<br>PRICE IN WORDS AND FIGURES  | EXTENSION        |
|--------|------------------------------------|--|------------------|
| 6-26   | Division II<br>Sections A, B and C | Landscape Maintenance for 9 median islands<br>in Bear Brook Road.<br>for the year 2026<br>9 @ \$ <u>3555.00</u> per each<br><u>Three Thousand Five Hundred Fifty-five<br/>Dollars and zero cents.</u><br>(Write out price)   | <u>31,995.00</u> |
| 7-26   | Division II<br>Section D           | Replacement (removal and replanting) of<br><u>shrubs</u> , Juniperus sargentii @ 18" spd<br>on approximately 3 cul de sac<br>or median islands as directed<br>for the year 2026<br>50 @ \$ <u>40.00</u> per each<br><u>Forty Dollars and zero cents.</u><br>(Write out price)  | <u>2,000.00</u>  |
| 8-26   | Division II<br>Section D           | Replacement (removal and replanting) of<br>street trees, between curb and sidewalk,<br>Nyssa Sylvatica, Black Gum at 2"-2.5" cal.<br>or acceptable equivalent tree<br>as directed, for the year 2026<br>30 @ \$ <u>495.00</u> per each<br><u>Four Hundred Ninety-five Dollars<br/>and zero cents.</u><br>(Write out price) | <u>14,850.00</u> |
| 9-26   | Division II<br>Section D           | Replacement (removal and replanting) of<br>street trees, between curb and sidewalk,<br>Quercus rubra, Red Oak at 2.5-3" cal.<br>or acceptable equivalent tree<br>as directed, for the year 2026<br>20 @ \$ <u>500.00</u> per each<br><u>Five Hundred Dollars and zero cents.</u><br>(Write out price)                      | <u>10,000.00</u> |

| <u>ITEM #</u> | <u>SPEC. REFER.<br/>FOR PAYMENT</u> | <u>BRIEF DESCRIPTION OF ITEM &amp;<br/>PRICE IN WORDS AND FIGURES</u>  | <u>EXTENSION</u> |
|---------------|-------------------------------------|--|------------------|
| 10-26         | Division II<br>Section D            | Replacement (removal and replanting) of<br>park tree, in public open space,<br>Picea abies, Norway Spruce at 8'-10' ht.<br>or acceptable equivalent tree<br>as directed, for the year 2026<br>5 @ \$ <u>600.00</u> per each<br><u>Six Hundred Dollars and Zero Cents</u> | <u>3,000.00</u>  |
|               |                                     | (Write out price)  |                  |
| 11-26         | Division II<br>Section E            | Tree Stump Grinding<br>as directed for the year 2026<br>75 @ \$ <u>150.00</u> per each<br><u>One Hundred Fifty Dollars and zero cents</u>  | <u>11,250.00</u> |
|               |                                     | (Write out price)  |                  |
| 12-26         | Division II<br>Section C            | Topsoil and Turfgrass seeding<br>as directed for the year 2026<br>5,000 SF @ \$ <u>2.00</u> per SF<br><u>Two Dollars and zero cents</u>  | <u>10,000.00</u> |
|               |                                     | (Write out price)  |                  |

**BID ITEMS**

**WEST WINDSOR TOWNSHIP**

**" Public Lands Landscape - Cul de sac island and Street Tree Maintenance and Replacement"**

**BASE BID for year 2027**

| <b><u>ITEM #</u></b> | <b><u>SPEC. REFER. FOR PAYMENT</u></b> | <b><u>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</u></b>  | <b><u>EXTENSION</u></b>        |
|----------------------|--|---|--------------------------------|
| 1-27                 | DivisionII<br>Sections A,B and C       | Landscape Maintenance of 36' diameter<br>cul de sac / roundabout islands for the year 2027<br>118 @ \$19,500. <sup>00</sup> per each<br><u>One Thousand Nine Hundred Fifty Dollars<br/>and zero cents</u><br>(Write out price)            | <u>2,301,000.<sup>00</sup></u> |
| 2-27                 | DivisionII<br>Sections A,B and C       | Landscape Maintenance for median island<br>in Alexander Road, northwest of Route One<br>for the year 2027<br>1 @ \$11,700. <sup>00</sup> per each<br><u>Eleven Thousand Seven Hundred Dollars<br/>and zero cents</u><br>(Write out price) | <u>11,700.<sup>00</sup></u>    |
| 3-27                 | DivisionII<br>Sections A,B and C       | Landscape Maintenance for median island<br>in Millbrook Drive, at Village Road Rd. East<br>for the year 2027<br>1 @ \$2,500. <sup>00</sup> per each<br><u>Two Thousand Five Hundred Dollars<br/>and zero cents</u><br>(Write out price)   | <u>2,500.<sup>00</sup></u>     |
| 4-27                 | DivisionII<br>Sections A,B and C       | Landscape Maintenance for median island<br>in Pennington Drive at Old Trenton Road<br>for the year 2027<br>1 @ \$3,900. <sup>00</sup> per each<br><u>Three Thousand Nine Hundred Dollars<br/>and zero cents</u><br>(Write out price)      | <u>3,900.<sup>00</sup></u>     |
| 5-27                 | DivisionII<br>Sections A,B and C       | Landscape Maintenance for median island<br>in Stone Wall Drive, at Southfield Rd.<br>for the year 2027<br>1 @ \$4,600. <sup>00</sup> per each<br><u>Four Thousand Six Hundred Dollars<br/>and zero cents</u><br>(Write out price)         | <u>4,600.<sup>00</sup></u>     |

| <u>ITEM #</u> | <u>SPEC. REFER. FOR PAYMENT</u>    | <u>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</u>  | <u>EXTENSION</u> |
|---------------|------------------------------------|--|------------------|
| 6-27          | Division II<br>Sections A, B and C | Landscape Maintenance for 9 median islands<br>in Bear Brook Road.<br>for the year 2027<br>9 @ \$ <u>3,555.00</u> per each<br><u>Three Thousand Five Hundred Fifty-five Dollars and zero cents.</u><br>(Write out price)  | <u>31,995.00</u> |
| 7-27          | Division II<br>Section D           | Replacement (removal and replanting) of<br><u>shrubs</u> , Juniperus sargentii @ 18" spd<br>on approximately 3 cul de sac<br>or median islands as directed<br>for the year 2027<br>50 @ \$ <u>40.00</u> per each<br><u>Forty Dollars and zero cents.</u><br>(Write out price)  | <u>2,000.00</u>  |
| 8-27          | Division II<br>Section D           | Replacement (removal and replanting) of<br>street trees, between curb and sidewalk,<br>Nyssa Sylvatica, Black Gum at 2"-2.5" cal.<br>or acceptable equivalent tree<br>as directed, for the year 2027<br>30 @ \$ <u>495.00</u> per each<br><u>Four Hundred Ninety-five Dollars and zero cents.</u><br>(Write out price) | <u>14,850.00</u> |
| 9-27          | Division II<br>Section D           | Replacement (removal and replanting) of<br>street trees, between curb and sidewalk,<br>Quercus rubra, Red Oak at 2.5-3" cal.<br>or acceptable equivalent tree<br>as directed, for the year 2027<br>20 @ \$ <u>500.00</u> per each<br><u>Five Hundred Dollars and zero cents.</u><br>(Write out price)                  | <u>10,000.00</u> |

| <u>ITEM #</u> | <u>SPEC. REFER.</u>      | <u>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</u>  | <u>EXTENSION</u> |
|---------------|--------------------------|--|------------------|
| 10-27         | Division II<br>Section D | <p>Replacement (removal and replanting) of park tree, in public open space, Picea abies, Norway Spruce at 8'-10' ht. or acceptable equivalent tree as directed, for the year 2027</p> <p>5 @ \$ <u>600.00</u> per each</p> <p><u>Six Hundred Dollars and zero cents</u></p> <hr/> <p>(Write out price)</p> | <u>3,000.00</u>  |
| 11-27         | Division II<br>Section E | <p>Tree Stump Grinding as directed for the year 2027</p> <p>75 @ \$ <u>150.00</u> per each</p> <p><u>One Hundred Fifty Dollars and zero cents</u></p> <hr/> <p>(Write out price)</p>   | <u>11,250.00</u> |
| 12-27         | Division II<br>Section C | <p>Topsoil and Turfgrass seeding as directed for the year 2027</p> <p>5,000 SF @ \$ <u>2.00</u> per SF</p> <p><u>Two Dollars and zero cents</u></p> <hr/> <p>(Write out price)</p>   | <u>10,000.00</u> |

**BID ITEMS**

**WEST WINDSOR TOWNSHIP**

**" Public Lands Landscape - Cul de sac island and Street Tree Maintenance and Replacement"**

**BASE BID for year 2028**

| <u>ITEM #</u> | <u>SPEC. REFER.</u><br><u>FOR PAYMENT</u> | <u>BRIEF DESCRIPTION OF ITEM &amp;</u><br><u>PRICE IN WORDS AND FIGURES</u>   | <u>EXTENSION</u>             |
|---------------|---|---|------------------------------|
| 1-28          | DivisionII<br>Sections A,B and C          | Landscape Maintenance of 36' diameter<br>cul de sac / roundabout islands for the year 2028<br>118 @ \$1,900. <sup>00</sup> per each<br><u>One Thousand Nine Hundred Dollars</u><br><u>and zero cents.</u><br>(Write out price)                  | <u>224,200.<sup>00</sup></u> |
| 2-28          | DivisionII<br>Sections A,B and C          | Landscape Maintenance for median island<br>in Alexander Road, northwest of Route One<br>for the year 2028<br>1 @ \$11,700. <sup>00</sup> per each<br><u>Eleven Thousand Seven Hundred Dollars</u><br><u>and zero cents</u><br>(Write out price) | <u>11,700.<sup>00</sup></u>  |
| 3-28          | DivisionII<br>Sections A,B and C          | Landscape Maintenance for median island<br>in Millbrook Drive, at Village Road Rd. East<br>for the year 2028<br>1 @ \$2,500. <sup>00</sup> per each<br><u>Two Thousand Five Hundred Dollars</u><br><u>and zero cents</u><br>(Write out price)   | <u>2,500.<sup>00</sup></u>   |
| 4-28          | DivisionII<br>Sections A,B and C          | Landscape Maintenance for median island<br>in Pennington Drive at Old Trenton Road<br>for the year 2028<br>1 @ \$3,900. <sup>00</sup> per each<br><u>Three Thousand Nine Hundred Dollars</u><br><u>and zero cents</u><br>(Write out price)      | <u>3,900.<sup>00</sup></u>   |
| 5-28          | DivisionII<br>Sections A,B and C          | Landscape Maintenance for median island<br>in Stone Wall Drive, at Southfield Rd.<br>for the year 2028<br>1 @ \$4,600. <sup>00</sup> per each<br><u>Four Thousand Six Hundred Dollars</u><br><u>and zero cents.</u><br>(Write out price)        | <u>4,600.<sup>00</sup></u>   |

| <u>ITEM #</u> | <u>SPEC. REFER.</u>                | <u>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</u>   | <u>EXTENSION</u> |
|---------------|------------------------------------|---|------------------|
| 6-28          | Division II<br>Sections A, B and C | Landscape Maintenance for 9 median islands in Bear Brook Road.<br>for the year 2028<br>9 @ \$ <u>3,555.00</u> per each<br><u>Three Thousand Five Hundred Fifty-five Dollars and zero cents</u><br>(Write out price)   | <u>31,995.00</u> |
| 7-28          | Division II<br>Section D           | Replacement (removal and replanting) of shrubs, Juniperus sargentii @ 18" spd on approximately 3 cul de sac or median islands as directed for the year 2028<br>50 @ \$ <u>40.00</u> per each<br><u>Forty Dollars and zero cents</u><br>(Write out price)  | <u>2,000.00</u>  |
| 8-28          | Division II<br>Section D           | Replacement (removal and replanting) of street trees, between curb and sidewalk, Nyssa Sylvatica, Black Gum at 2"-2.5" cal. or acceptable equivalent tree as directed, for the year 2028<br>30 @ \$ <u>495.00</u> per each<br><u>Four Hundred Ninety-five Dollars and zero cents</u><br>(Write out price) | <u>14,850.00</u> |
| 9-28          | Division II<br>Section D           | Replacement (removal and replanting) of street trees, between curb and sidewalk, Quercus rubra, Red Oak at 2.5-3" cal. or acceptable equivalent tree as directed, for the year 2028<br>20 @ \$ <u>500.00</u> per each<br><u>Five Hundred Dollars and zero cents</u><br>(Write out price)                  | <u>10,000.00</u> |

| <u>ITEM #</u> | <u>SPEC. REFER.</u>      | <u>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</u>  | <u>EXTENSION</u>        |
|---------------|--------------------------|--|-------------------------|
| 10-28         | Division II<br>Section D | <p>Replacement (removal and replanting) of park tree, in public open space, Picea abies, Norway Spruce at 8'-10' ht. or acceptable equivalent tree as directed, for the year 2028</p> <p>5 @ \$ <u>600.00</u> per each</p> <p><u>Six Hundred Dollars and zero cents</u></p> <hr/> <p>(Write out price)</p> | <p><u>3,000.00</u></p>  |
| 11-28         | Division II<br>Section E | <p>Tree Stump Grinding as directed for the year 2028</p> <p>75 @ \$ <u>150.00</u> per each</p> <p><u>One Hundred Fifty Dollars and zero cents</u></p> <hr/> <p>(Write out price)</p>   | <p><u>11,250.00</u></p> |
| 12-28         | Division II<br>Section C | <p>Topsoil and Turfgrass seeding as directed for the year 2028</p> <p>5,000 SF @ \$ <u>2.00</u> per SF</p> <p><u>Two Dollars and zero cents</u></p> <hr/> <p>(Write out price)</p>   | <p><u>10,000.00</u></p> |

**BID ITEMS**

**WEST WINDSOR TOWNSHIP**

**" Public Lands Landscape - Cul de sac island and Street Tree Maintenance and Replacement"**

|   |  |
|---|--|
| TOTAL BASE BID 2026<br>(Items 1-26 through 12-26) | \$ <u>329,995.00</u><br>(clearly write numerical amount) |
| TOTAL BASE BID 2027<br>(Items 1-27 through 12-27) | \$ <u>335,895.00</u><br>(clearly write numerical amount) |
| TOTAL BASE BID 2028<br>(Items 1-28 through 12-28) | \$ <u>341,995.00</u><br>(clearly write numerical amount) |

*It is the intention of West Windsor Township to award a contract for Public Lands Maintenance. Under the Local Public Contracts Law, N.J.S.A. 40A: 11-15(7), Township is permitted to renew this contract for one year each year up to a total of three years. Therefore, costs are requested for three years. The Township reserves the right to renew this contract through 2028 if desired by the Township. The determination for renewal will be made each year*

**2026 Public Land Maintenance – Cul de Sac Islands**

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA  
TO BID DOCUMENTS FORM**

**TOWNSHIP OF WEST WINDSOR  
2026 Public Land Maintenance – Cul de Sac Islands**

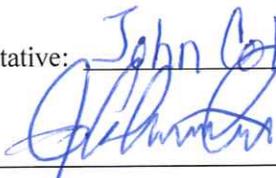
Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the local unit’s record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid proposal may be subject for rejection of the Bid.

| West Windsor Township Reference Number<br>or Title of Addendum/Revision |                      | How Received<br>(mail, fax, pick-<br>up, etc.) | Date<br>Received | Bidder’s<br>Initials |
|---|----------------------|--|------------------|----------------------|
| Notice,<br>Revision or<br>Addenda No.                                   | Title or Description |  |                  |                      |
| None  |                      |  |                  |                      |
|   |                      |  |                  |                      |
|   |                      |  |                  |                      |
|   |                      |  |                  |                      |
|   |                      |  |                  |                      |
|   |                      |  |                  |                      |

**Acknowledged by Bidder**

Name of Bidder: Sunset Creations, Inc.

By Authorized Representative: John Colombero

Signature: 

Print Name and Title: John Colombero, President

Date: 1/26/2026

**2026 Public Land Maintenance – Cul de Sac Islands  
and Street Tree Maintenance and Replacement**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Sunset Creations, Inc. as Principal, and Lexon Insurance Company as Surety, are

hereby held and firmly bound unto the **Township of West Windsor**, as Owner, in the Penal Sum of  
Ten Percent of the Amount Bid Not to Exceed 10% Not to Exceed  
Exceed Twenty Thousand Dollars (\$ \$20,000.00 ) for the payment of which, well and truly to be

made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, 27th day of January, 2026.

The condition of the above obligation is such that whereas the Principal has submitted to the Township of West Windsor a certain Bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

**2026 Public Land Maintenance – Cul de Sac Islands  
and Street Tree Maintenance and Replacement**

NOW THEREFORE,

- A) If said Bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: S. Fascenelli  
Witness

Sunset Creations, Inc.  
Principal  
[Signature]

BY: [Signature]  
Witness  
Lindsay Danielson, As to Surety

Lexon Insurance Company  
Surety  
[Signature]  
Attorney-in-Fact  
Cheryl R. Coleman

2026 Public Land Maintenance – Cul de Sac Islands and Street Tree Maintenance and Replacement

CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the Bidder is awarded the contract that the Surety Company will supply the bonds for the contract.

- 1. Must be an irrevocable, unconditional commitment by the Surety to issue on behalf of the Bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents, i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of Bid if omitted from Bid package.
4. Must not contain any provision that would serve to limit the Surety's liability to the "spread to second" Bidder in the event the Bidder fails to enter into a contract upon award.

CONSENT OF SURETY

One Dollar

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$ (1.00), lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

Lexon Insurance Company Insurance Company,
Name
12890 Lebanon Road, Mt. Juliet, TN 37122
Address

exists under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) Township of West Windsor

for (Project) 2026 Public Land Maintenance - Cul de Sac Islands and Street Tree Maintenance and Replacement

is awarded to (Bidder) Sunset Creations, Inc.

the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this 27th day of January, 20 26.

Lexon Insurance Company INSURANCE COMPANY
(Name)
By Cheryl R. Coleman
(Name) Cheryl R. Coleman
Attorney in Fact

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "Sompo International,"** do hereby constitute and appoint: **Cheryl R. Coleman, Dana Montagna, Kipp Case, Michael Sinzer, Sandra A. Pace**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

**Endurance Assurance Corporation**

**Endurance American Insurance Company**

**Lexon Insurance Company**

**Bond Safeguard Insurance Company**

*Richard M Appel*

*Richard M Appel*

*Richard M Appel*

*Richard M Appel*

By: **Richard Appel; SVP & Senior Counsel**



**ACKNOWLEDGEMENT**

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

*Amy Taylor*  
By: **Amy Taylor, Notary Public - My Commission Expires 3/9/27**



**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:  
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO, and be it further  
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of January, 20 26

*Daniel S. Lute*  
By: **Daniel S. Lute, Secretary**

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

**LEXON INSURANCE COMPANY**  
**Balance Sheet - Statutory - Basis**  
**December 31, 2024**

**Assets:**

|                                |    |                    |
|--------------------------------|----|--------------------|
| Bonds                          | \$ | 489,542,478        |
| Real Estate                    |    | 6,911,646          |
| Cash and cash equivalents      |    | 69,768,105         |
| Other invested assets          |    | 24,194             |
| Total cash and invested assets |    | <b>566,246,423</b> |

|  |    |                    |
|--|----|--------------------|
| Agents' balances or uncollected premiums                             |    | 5,486,092          |
| Reinsurance recoverable on loss and loss adjustment expense payments |    | 109,136            |
| Investment income due and accrued                                    |    | 3,540,174          |
| Net deferred tax asset   |    | 1,956,536          |
| Receivables from parent, subsidiaries and affiliates                 |    | 5,012,059          |
| Total admitted assets  | \$ | <b>582,350,420</b> |

**Liabilities:**

|   |    |                    |
|---|----|--------------------|
| Reinsurance payable on paid loss and loss adjustment expenses | \$ | 109,136            |
| Ceded reinsurance premiums payable                            |    | 11,711,135         |
| Current federal and foreign income taxes                      |    | 1,561,853          |
| Funds held by company under reinsurance treaties              |    | 17,393,273         |
| Remittances and items not allocated                           |    | (372,269)          |
| Payable to parent, subsidiaries and affiliates                |    | 5,012,059          |
| Other liabilities   |    | 455,547,071        |
| Total liabilities   |    | <b>490,962,258</b> |

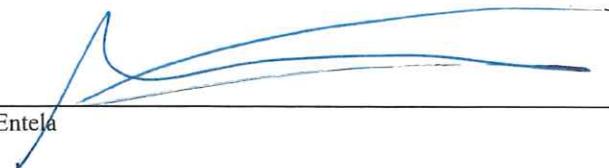
**Capital and surplus:**

|                                       |  |                   |
|---------------------------------------|--|-------------------|
| Common capital stock                  |  | 4,213,226         |
| Gross paid in and contributed surplus |  | 37,309,523        |
| Unassigned funds (surplus)            |  | 49,865,413        |
| Total capital and surplus             |  | <b>91,388,162</b> |

|   |    |                    |
|---|----|--------------------|
| Total liabilities and capital and surplus | \$ | <b>582,350,420</b> |
|---|----|--------------------|

I, Hana Entela, Treasurer of Lexon Insurance Company (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2024 prepared in conformity with accounting practices prescribed or permitted by the State of Texas Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York.



Hana Entela

Subscribed and sworn to before me this 25<sup>th</sup> day of March, 2025  
 State of New York, County of Westchester  
*Fiona McNamara*



**NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATION**  
(Pursuant to N.J.S.A. 2A: 44-143)

The attached surety bond is written by one of the following surety companies, all members of the Sompo Group (NAIC Group #3219) holding company system:

- Bond Safeguard Insurance Company** – NAIC #27081 – Domiciled in South Dakota
- Endurance American Insurance Company** – NAIC #11126 – Domiciled in Delaware
- Endurance Assurance Corporation** – NAIC #11551 – Domiciled in Delaware
- Lexon Insurance Company** – NAIC #13307 – Domiciled in Texas

The above companies hereby certify the following:

1. The surety companies meet the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the companies' most current annual filing with the New Jersey Department of Banking and Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of New Jersey, of the surety company(ies) participating in the issuance of the attached bond is in the following amounts as of the calendar year ended **December 31, 2024** (most recent calendar year for which these amounts are available) which amounts are being certified by certified public accountants and are included in the amended Annual Statements on file with the National Association of Insurance Commissioners (NAIC) and the New Jersey Department of Banking & Insurance, 20 West State Street, CN-325, Trenton, NJ 08625-0325:

**Capital and Surplus:**

| Bond Safeguard Insurance Company | Endurance American Insurance Company | Endurance Assurance Corporation  | Lexon Insurance Company |
|----------------------------------|--------------------------------------|--|-------------------------|
| \$45,042,997                     | \$1,142,260,274                      | \$4,281,300,314<br>\$1,278,691,433 Deduction<br>\$3,002,608,881 Adjusted | \$91,388,162            |

CPA Firm: Ernst & Young LLP  
5 Times Square; New York, NY 10036-6530

3. The above surety companies, as members of the Sompo Group holding company system, currently have the following rating from A.M. Best:

Rating: A+ (Superior)  
Financial Size Category: XV (\$2 Billion or greater)

4. Each of the above surety companies have received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, and the underwriting limitation per bond established therein effective **August 1, 2025** is as follows:

**Underwriting Limitation:**

| Bond Safeguard Insurance Company | Endurance American Insurance Company | Endurance Assurance Corporation | Lexon Insurance Company |
|----------------------------------|--------------------------------------|---------------------------------|-------------------------|
| \$4,504,000                      | \$114,226,000                        | \$300,261,000                   | \$9,139,000             |

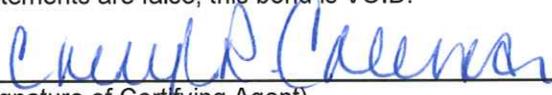
5. The amount of the bond to which this statement and certification is attached is

\$ The Amount Bid.

**CERTIFICATE**

*(To be completed by an authorized certifying agent for each surety on the bond.)*

I Cheryl R. Coleman (*name of agent*) as Attorney-In-Fact (*title of agent*)  
for Lexon Insurance Company (*name of surety*), a corporation domiciled in  
Texas (*state of domicile*), DO HEREBY CERTIFY that, to the best of my  
knowledge, the foregoing statements made by me are true and ACKNOWLEDGE that if any of those  
statements are false, this bond is VOID.

  
(Signature of Certifying Agent)

Cheryl R. Coleman  
(Printed Name of Certifying Agent)

Attorney-In-Fact  
(Title of Certifying Agent)

January 27, 2026  
(Date)

**2026 Public Land Maintenance – Cul de Sac Islands****SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS**

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

Each Bidder shall set forth in the Bid, the names, addresses and license numbers (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A General Contractor that intended to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

If the project's scope of work involves specialty trade categories, the General Contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the General Contractor himself rather than through the utilization of a subcontractor shall write the words "**IN-HOUSE**" next to each applicable category and then insert the name, and the license number where required, of each such employee of the General Contractor or the General Contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories, please write the word "**NONE**" in the appropriate space provided.

2026 Public Land Maintenance – Cul de Sac Islands

2026 Public Land maintenance -  
TITLE OF BID: Cul-de-sac Islands and  
street tree maintenance and replacement

**LIST OF SUBCONTRACTORS**

NAME OF BIDDER: Sunset Creations, Inc

| Name | Address | Telephone | Specialized Sub-Prime Area | Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area |
|------|---------|-----------|----------------------------|---|
| N/A  |         |           |                            |   |
|      |         |           |                            |   |
|      |         |           |                            |   |

Plumbing and Gas Fitting and All Kindred Work:

Name N/A Phone # \_\_\_\_\_

Address \_\_\_\_\_

License Number \_\_\_\_\_

Electrical Work:

Name N/A Phone # \_\_\_\_\_

Address \_\_\_\_\_

License Number \_\_\_\_\_

Structural Steel and Ornamental Iron Work:

Name N/A Phone # \_\_\_\_\_

Address \_\_\_\_\_

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work:

Name N/A Phone # \_\_\_\_\_

Address \_\_\_\_\_

2026 Public Land Maintenance – Cul de Sac Islands

**BIDDER’S AFFIDAVIT INDICATING THEY ARE NOT  
DEBARRED, SUSPENDED AND DISQUALIFIED  
BY THE STATE OF NEW JERSEY**

TOWNSHIP OF WEST WINDSOR  
COUNTY OF MERCER

I, John Colombero of the Municipality of Belle Mead in the County of Somerset and the State of New Jersey of full age, being duly sworn according to the law on my oath depose and say that:

I am John Colombero, an officer of the firm of Proposal for the above-named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of Treasury, Division of Property Management & Construction list of Debarred, Suspended and Disqualified bidders and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the Township relies upon the truth of the statements contained in said Proposal and in the statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer’s list of Debarred, Suspended and Disqualified bidders list at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Township shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the Bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor violates any statute or regulations as enumerated in N.J.A.C. 17:12-6.3 or N.J.A.C. 7:1D-2.2.

Sunset Creations, Inc.  
Name of Contractor (Type or Print)  
[Signature]  
Signature/Title President

Subscribed and Sworn before me this  
26 Day of January, 2026

John Colombero  
(Type or Print Name of Affiant)

Lorelei Fascenelli  
Notary Public  
My Commission Expires March 19, 2029



2026 Public Land Maintenance – Cul de Sac Islands

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 2/6/1984

Name and address of Officers: John Colombero

President: John Colombero, 355 Route 601, Belle Mead, NJ 08502

Vice President:

Secretary:

Treasurer:

CONTRACTOR'S EXPERIENCE

- 1. How many years has your organization been in business as a general contractor under your present business name? 40 years
2. How many years' experience in this type of construction work has your organization had? 35
3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)

Table with 3 columns: Contract Amount, Date Work Completed, For Whom. Rows A-E with handwritten entries for amounts, dates, and client names like Warren County Community College and Princeton University.

Names, Addresses and Telephone Numbers of References for the items listed above:

Table with 2 columns: Name and Address, Telephone No. Rows A-E with handwritten reference names and contact information.

2026 Public Land Maintenance – Cul de Sac Islands

4. Have you ever failed to complete any work awarded to you (within the last ten years)? NO  
If so, where and why? \_\_\_\_\_

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? NO  
If so, where and why? \_\_\_\_\_

Did this other contracting organization ever fail to complete any work awarded to it (within the last ten years)? NO  
If so, where and why? \_\_\_\_\_

6. Give list of uncompleted contracts presently held by you:

| <u>Name of Contract</u> | <u>Contracting Agency</u> | <u>Amount</u> |
|-------------------------|---------------------------|---------------|
| <u>N/A</u>              |                           | \$ <u>N/A</u> |
| _____                   | _____                     | \$ _____      |
| _____                   | _____                     | \$ _____      |
| _____                   | _____                     | \$ _____      |

7. State approximately the largest amount of work you have done in any one year (within the last ten years) of a similar nature to the work being bid on.  
\$1 4,000,000.00

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)  
Trucks, Trailers, Mowers, Mulcher, Woodchipper,  
Stamp grinder, Skid Steer Loaders, Blowers, Trimmers, Etc.

Bidders and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract.

2026 Public Land Maintenance – Cul de Sac Islands

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :  
COUNTY OF Somerset : SS:

I, John Colombero of the (City, Town, Township, Borough, etc.)  
of Belle Mead in the County of Somerset and  
the State of New Jersey of full age, being duly sworn  
according to law on my oath depose and say that:

I am President  
of the firm of Sunset Creations, Inc.  
the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full  
authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in  
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the  
above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct,  
and made with full knowledge that the Township of West Windsor relies upon the truth of the statements  
contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) or selling agency has been employed or retained to solicit, or secure  
such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee  
except bona fide employees or bona fide established commercial or selling agencies maintained by:

Sunset Creations, Inc.  
(Name of Bidder)

[Signature]  
(Also type or print name of affiant under signature) John Colombero

Subscribed and sworn to before me this  
26 day of January, 2026.

Notary Public of New Jersey  
My commission expires March 19, 2029.  
Lorelei Fascaonelli



2026 Public Land Maintenance – Cul de Sac Islands

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all Bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the Bid or proposal.

Name of Organization: Sunset Creations, Inc.

Organization Address: 355 Route 601, Belle Mead, NJ 08502

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, or of all members in the limited liability company who own a ten (10%) percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION.)**

**OR**

No one stockholder in the corporation owns ten (10%) percent or more of its stock, of any class, or no individual partner in the partnership owns a ten (10%) percent or greater interest therein, or no member in the limited liability company owns a ten (10%) percent or greater interest therein, as the case may be. **(SKIP TO PART IV.)**

**2026 Public Land Maintenance – Cul de Sac Islands**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Address                            |
|---------------------------------------|------------------------------------|
| John Colombero                        | 355 Rowe 601, Belle Mead, NJ 08502 |
|                                       |                                    |
|                                       |                                    |
|                                       |                                    |

**Part III DISCLOSURE OF TEN (10%) PERCENT OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a ten (10%) percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a ten (10%) percent or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|----------|
|   |          |
|   |          |

Please list the names and addresses of each stockholder, partner or member owning a ten (10%) percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten (10%) percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

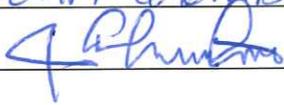
| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Address |
|---|---------|
|   |         |
|   |         |

2026 Public Land Maintenance – Cul de Sac Islands

|  |  |
|--|--|
|  |  |
|--|--|

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Bidder/proposer; that the Township of West Windsor is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township of West Windsor, permitting the Township of West Windsor to declare any contract(s) resulting from this certification void and unenforceable.

|                    |  |        |           |
|--------------------|--|--------|-----------|
| Full Name (Print): | John Colombero   | Title: | President |
| Signature:         |  | Date:  | 1/26/2026 |

**2026 Public Land Maintenance – Cul de Sac Islands**

(REVISED 4/10)

**EXHIBIT B****MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

**CONSTRUCTION CONTRACTS**

During the performance of this contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Department of Labor & Workforce Development (Dept. of LWD), Construction EEO Monitoring Program, may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the Contractor or

**2026 Public Land Maintenance – Cul de Sac Islands****EXHIBIT B** (Cont.)

subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor’s or subcontractor’s prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

**2026 Public Land Maintenance – Cul de Sac Islands****EXHIBIT B** (Cont.)

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:

(i) The Contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) The Contractor or subcontractor agrees to keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The Contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and

2026 Public Land Maintenance – Cul de Sac Islands

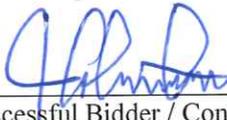
**EXHIBIT B** (Cont.)

women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The Contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signed by   
Successful Bidder / Contractor

Signed, sealed and delivered  
in the presence of

  
(Notarized)



**2026 Public Land Maintenance – Cul de Sac Islands**

**AGREEMENT**

This Contract made the \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called “the Township”) and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ (hereinafter called “the Contractor”).

**W I T N E S S E T H:**

It is understood and agreed between the parties hereto as follows:

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of \_\_\_\_\_, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **2026 Public Lands Maintenance, Cul de Sac Islands and Street Tree Maintenance and Replacement**. Performance by the Contractor is to be an annual contract through the calendar year commencing upon a written notice to proceed from the Township.

The Contractor hereby agrees that its acceptance of final payment from the Township shall be a release in full of any and all claims against the Township out of, or by reason of, the work done and materials furnished under these Contract Documents.

Section 2. Indemnification.

Contractor agrees to defend and hold the Township of West Windsor, its officers, agents, volunteers and employees, harmless from and against all suits, claims, costs, expenses, actions, demands, judgments or liabilities (including reasonable counsel fees), arising out of or relating to or in connection with any material or services furnished and delivered under this Agreement by the Contractor, or by and on account

**2026 Public Land Maintenance – Cul de Sac Islands**

of any act or omission of the Contractor, its agents or employees, for any injury or damage sustained, or alleged to have been sustained, by any party or parties by reason of the use of defective material, furnished and delivered under the Agreement or by, or on account of any act of omission or commission of any Contractor, its agents or employees; and, in case any such action shall be brought against the Township of West Windsor, its officers, agents and employees, the Contractor shall immediately take charge of and defend same at its own cost and expense. The Township of West Windsor may, if it so desires, defend such action and charge the expense of same to the Contractor.

Section 3. Insurance.

The Contractor shall maintain the following amounts of insurance coverage during the course of this Agreement:

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, General and Contractual Liability, and Environment Impairment insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.  
Bodily injury and property damage, shall be in accordance with the contract documents.
- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

**2026 Public Land Maintenance – Cul de Sac Islands****Section 4. Final Inspection and Payment.**

All labor and supplies delivered to or performed for the Township by the Contractor shall be subject to final inspection by the Township. If the results of any such inspections indicate that any labor or materials are deficient in any respect, the Township may reject such services and shall require the Contractor to make such changes and provide such additional services as the Township may consider necessary to conform to the bid specifications. Failure to make such changes as are requested by the Township to conform to the bid specifications within thirty (30) days after notice is given, shall be cause for the Township to consider the Contractor in breach of the contract.

Payment will be made by the Township on Township voucher forms which are duly certified by the Contractor and attached to an itemization of the materials or services furnished. Payment of the full contract amount will indicate satisfactory evidence that the work has been completed and accepted, unless written agreement to the contrary is made between the Township and the Contractor. Payment vouchers may be submitted on a bi-weekly basis and shall not be considered for payment until the work and/or services provided by the Contractor have been installed, inspected and approved by the Township.

**Section 5. Compliance with State and Federal Law.**

The Contractor expressly agrees to strictly comply with all Federal, State and local laws, regulations and ordinances as may be applicable to performance of this Agreement.

**Section 6. Statement of Compliance with Chapter 127 of the Public Laws of 1975  
(N.J.A.C. 17:27)**

During the performance of this contract, the successful Bidder/Contractor agrees as follows:

- a. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include but not be limited to the following: employment; upgrading; demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for

**2026 Public Land Maintenance – Cul de Sac Islands**

employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

- b. The Contractor or Subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.
- e. When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C as long as the Division is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal prescribed in accordance with N.J.S.A. 17:27-7.3.

The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor shall, within three (3) days of the contract award, seek assurances from the union that it will cooperate with the Contractor or Subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the American with Disabilities Act. If the Contractor or Subcontractor is unable to obtain said assurances from the construction trade union at least five (5) business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the Contractor or Subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action if it determines or is so notified by the Division

**2026 Public Land Maintenance – Cul de Sac Islands**

that the union is not referring minority and women workers consistent with the applicable employment goal.

- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above, or if the Contractor or Subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions consistent with the applicable county employment goal:
- (1) To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided that the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral of minority and women workers with the local construction trade union, provided the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the Contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractors or Subcontractors:
    - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall determine the qualifications of such individuals and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a Contractor or Subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as

**2026 Public Land Maintenance – Cul de Sac Islands**

trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.
  - (iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, said Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

- (C) The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the Contractor or Subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or Subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the Public Agency Compliance Officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the Public Agency Compliance Officer.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

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- (D) The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**Section 7. Acknowledgement of compliance with Section 11 of Chapter 150 of the Public Laws of 1963 (C.34:11-56.35 et seq.)**

Contractor hereby acknowledges its duty to comply with C.34:11-56.35 as amended by P.L. 2019 c.158. This statute allows the Commissioner of Labor and Workforce Development to immediately issue a stop-work order if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the General Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order. Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor hereby agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its Subcontractors.

**Section 8. Furnishing of Maintenance Bond.**

The Contractor shall be obligated to provide a maintenance bond to the Township following the completion of services under this contract, pursuant to the bid specifications.

**Section 9. Liquidated Damages.**

In the event of the failure of the Contractor to fulfill its obligations hereunder within the time stated herein, the Contractor shall be liable to the Township in the sum of *Three Hundred Dollars (\$300.00) per day (revise per General Conditions 4.23 based on contract value)* for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

**2026 Public Land Maintenance – Cul de Sac Islands**

The said amount is fixed and agreed upon by and between the Contractor and the Township because of the impracticality and extreme difficulty affixing and ascertaining the actual damages the Township will suffer.

Section 10. General Conditions.

- a. This Agreement incorporates by reference all provisions of the bid documents, including specifications and general conditions and instructions to bidders. This Agreement and the bid documents supersede all other representations and understandings between the parties.
- b. This Agreement is binding upon the Township, its successors or assigns and upon the Contractor and its successors. This Agreement may not be assigned by the Contractor.
- c. The Township shall recognize only the Contractor for the proper execution of this Agreement and work performed under this Agreement in accordance with the Contract Documents. Approval of a Subcontractor by the Township in no way relieves the Contractor from full responsibility for fulfilling all conditions of the Agreement.
- d. This Agreement shall be governed by and interpreted under the laws of the State of New Jersey.
- e. Any notices to be given under this Agreement shall be via first-class mail, addressed to the respective party at the address first appearing in this Agreement.

**IN WITNESS WHEREOF**, the Township has caused this instrument to be signed by its Mayor, attested to by its Clerk and its corporate seal is hereunto affixed, pursuant to a Resolution of the Township Council of the Township of West Windsor passed for that purpose, and the Contractor has set its hand and seal the day and year first written above.

ATTEST:

TOWNSHIP OF WEST WINDSOR

\_\_\_\_\_ By:

\_\_\_\_\_

Allison Sheehan  
Township Clerk

Hemant Marathe  
Mayor

\_\_\_\_\_

By: \_\_\_\_\_

Contractor

**2026 Public Land Maintenance – Cul de Sac Islands**

**HOLD HARMLESS AGREEMENT**

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor the work, or through any act or omission on the part of the Contractor, his agents or employees.

Signed this 26 day of January, 2026

as a binding act in deed of Sunset Creations, Inc  
Name of Organization

[Signature] President  
Authorized Signature & Title

John Colombero President  
Print Authorized Signature Name & Title

**2026 Public Land Maintenance – Cul de Sac Islands****PREVAILING WAGE AFFIDAVIT**

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

**Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.**

**2026 Public Land Maintenance – Cul de Sac Islands**

This PREVAILING WAGE AFFIDAVIT is signed this 26 day of

January, 2026

as a binding act in deed of

Sunset Creations, Inc.

Name of Organization

[Signature] President

Authorized Signature & Title

John Colombero President

Print Authorized Signature Name & Title

2026 Public Land Maintenance – Cul de Sac Islands

**NEW JERSEY STATUTORY  
PAYMENT BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned \_\_\_\_\_ (Name or legal title & address of CONTRACTOR)

as Principal, and \_\_\_\_\_ (Legal title of SURETY)

a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to do business in the State of New Jersey, as SURETY, are held and bound unto

as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on

the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

enter into a contract with \_\_\_\_\_

for \_\_\_\_\_

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said \_\_\_\_\_

shall pay all lawful claims of beneficiaries as defined by N.J.S.A. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements, or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined by N.J.S.A. 2A:44-143 having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

**2026 Public Land Maintenance – Cul de Sac Islands**

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

2026 Public Land Maintenance – Cul de Sac Islands

**NEW JERSEY STATUTORY**  
**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned \_\_\_\_\_ (Name or legal title & address of CONTRACTOR)

as Principal, and \_\_\_\_\_ (Legal title of SURETY)

a corporation organized and existing under the laws of the State of \_\_\_\_\_  
and duly authorized to do business in the State of New Jersey, as SURETY, are held and bound unto

as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above-named Principal did on

the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

enter into a contract with \_\_\_\_\_

for \_\_\_\_\_

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said \_\_\_\_\_

shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of said contract, then this obligation shall be null and void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

**2026 Public Land Maintenance – Cul de Sac Islands**

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

2026 Public Land Maintenance – Cul de Sac Islands

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned \_\_\_\_\_

(Here insert the name or legal title and address of CONTRACTOR)

as PRINCIPAL, and \_\_\_\_\_

(Here insert the legal title of SURETY)

a corporation organized and existing under the laws of the State of \_\_\_\_\_

as SURETY are held and firmly bound into \_\_\_\_\_

(Here insert the name or legal title and address of OWNER)

as OBLIGEE, in the full and just several sums of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) for maintenance, lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated \_\_\_\_\_, 20\_\_\_\_\_, (hereinafter called the CONTRACT) for \_\_\_\_\_,

Which CONTRACT and the CONTRACT DOCUMENTS for said WORK shall be deemed a part thereof as fully as if set forth herein.

NOW, THEREFORE, the joint and several conditions of this BOND are such:

That if the above bounden PRINCIPAL shall remedy without cost to the said OBLIGEE any defects which may develop during a period of two (2) years from the date of completion, and acceptance of the WORK performed under said CONTRACT, provided such defects in the judgment of the OBLIGEE, are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the WORK to be performed under the CONTRACT in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the CONTRACT in accordance with the CONTRACT DOCUMENTS and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS

**2026 Public Land Maintenance – Cul de Sac Islands**

and the CONTRACT and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reductions of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

IN PRESENCE OF:

\_\_\_\_\_ (SEAL)  
(Individual or Partnership Principal)

\_\_\_\_\_ (Address)(Business Address)

\_\_\_\_\_ (SEAL)  
(Individual or Partnership Principal)

\_\_\_\_\_ (Address)(Business Address)

Witness: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Corporate PRINCIPAL)

\_\_\_\_\_ (Business Address)

BY: \_\_\_\_\_

(Affix Corporate Seal)

2026 Public Land Maintenance – Cul de Sac Islands

CONTRACTOR'S AFFIDAVIT

STATE OF: New Jersey
COUNTY OF: Somerset

Before me, the Undersigned, a Notary Public in and for said County and State personally appeared John Colombero (Individual, Partner, or duly authorized representative of Corporate Contractor) Of Sunset Creations, Inc. (Company)

Who being duly sworn to the law, deposes and says that all labor, material and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract for 2026 Public Land Maintenance - Cul de Sac Islands and Street Tree (Project) Maintenance and Replacement

With the Township of West Windsor for have been paid in full.

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: New Jersey
COUNTY OF: Somerset SS:

On this 26 day of January 2026, before me personally came and appeared John Colombero to me known, who, being by me duly sworn, did depose and say that he resides at 355 Route 601, Belle Mead, NJ 08502 and that he is the President of Sunset Creations, Inc.; the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Lorelei Fascenelli (SEAL)



**2026 Public Land Maintenance – Cul de Sac Islands**

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF: \_\_\_\_\_

SS:

COUNTY OF: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came

and appeared \_\_\_\_\_ to me known and

known to me to be one of the members of the firm of \_\_\_\_\_;

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same

as and for the act and deed of said firm.

\_\_\_\_\_  
(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF: \_\_\_\_\_

SS:

COUNTY OF: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came

and appeared \_\_\_\_\_ to me known and

known to me to be one of the members of the firm of \_\_\_\_\_;

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the

same.

\_\_\_\_\_  
(SEAL)

2026 Public Land Maintenance – Cul de Sac Islands

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

\_\_\_\_\_ (Full Name)

Of \_\_\_\_\_ (Company and Street Address)

\_\_\_\_\_ County and State of \_\_\_\_\_

does hereby acknowledge that he has received this \_\_\_\_\_ day of \_\_\_\_\_

and from the Owner, the Township of West Windsor the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing payable and belonging to

\_\_\_\_\_ (Contractor)

By any means whatsoever, for on account of a certain agreement hereinafter called the CONTRACT,

between the said \_\_\_\_\_ (Contractor)

And Owner, the Township of West Windsor dated \_\_\_\_\_, 20\_\_\_\_. (Owner)

NOW THEREFORE, the said \_\_\_\_\_ (Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit-claim and forever discharge the said Owner, the Township of West Windsor, its successors and assigns of and from all claims and demands arising from or in connection with the said CONTRACT dated \_\_\_\_\_, 20\_\_\_\_, and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extends, execution, claims and demand whatsoever in law or equity, or otherwise which against the said Owner, the Township of West Windsor its successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.

**2026 Public Land Maintenance – Cul de Sac Islands**

IN WITNESS WHEREOF, \_\_\_\_\_  
(Contractor)

has caused these presents to be duly executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_  
(INDIVIDUAL) (SEAL)

\_\_\_\_\_  
(PARTNERSHIP CONTRACTOR) (SEAL)

BY: \_\_\_\_\_ (SEAL)  
(PARTNER)

Attest: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)  
(SECRETARY, PRESIDENT OR VICE PRESIDENT)

(CORPORATE SEAL)





2026 Public Land Maintenance – Cul de Sac Islands

**Disclosure of Investment Activities in Iran**

Person or Entity

*Sunset Creations, Inc*

**Part 1: Certification**

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at:

[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). (Iran List)

The Chapter 25 list must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.



*I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.*

**IF UNABLE TO CERTIFY**



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**2026 Public Land Maintenance – Cul de Sac Islands**

**Part 2: Additional Information**

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.*

|                                     |   |                     |                  |
|-------------------------------------|---|---------------------|------------------|
| <p><b>Full Name<br/>(Print)</b></p> | <p>John Colombero</p>   | <p><b>Title</b></p> | <p>President</p> |
| <p><b>Signature</b></p>             |  | <p><b>Date</b></p>  | <p>1/26/2026</p> |

**2026 Public Land Maintenance – Cul de Sac Islands**

**AMERICANS WITH DISABILITIES ACT**  
**MANDATORY LANGUAGE**

Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

Signed by Sunset Creations Inc.  
Successful Bidder/ Contractor

Signed, sealed and delivered  
in the presence of  
Lorelei Fascenelli  
(Notarized)



**2026 Public Land Maintenance – Cul de Sac Islands**

| <b>BID DOCUMENT REQUIREMENT</b> |   |
|---------------------------------|---|
| Name of Form:                   | <b>FEDERAL NON-DEBARMENT CERTIFICATION</b>  |
| Statutory Reference:            | N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)  |
| Description:                    | Meets statutory criteria for certification of non-debarment by a federal government agency. |

**Summary of the Certification Requirements under N.J.S.A. 52:32-44.1**

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

2026 Public Land Maintenance – Cul de Sac Islands

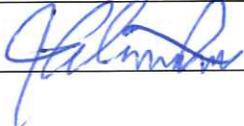
**CERTIFICATION OF NON-DEBARMENT  
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

| PART I: VENDOR INFORMATION                                       |                                       |
|--|---------------------------------------|
| Individual or Organization Name                                  | Sunset Creations, Inc.                |
| Physical Address of Individual or Organization                   | 355 Route 601<br>Belle Mead, NJ 08502 |
| Unique Entity ID (if applicable)                                 |                                       |
| CAGE/NCAGE Code (if applicable)                                  |                                       |
| Check the box that represents the type of business organization: |                                       |

- Sole Proprietorship (skip Parts III and IV)  
  Non-Profit Corporation (skip Parts III and IV)  
 For-Profit Corporation (any type)  
  Limited Liability Company (LLC)  
  Partnership  
 Limited Partnership  
  Limited Liability Partnership (LLP)  
 Other (be specific): \_\_\_\_\_

| PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization   |   |        |           |
|--|---|--------|-----------|
| I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable. |   |        |           |
| Full Name (Print):   | John Colomberso   | Title: | President |
| Signature:   |  | Date:  | 1/26/2026 |

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| <b>PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization</b> |   |
|---|---|
| <b>Section A (Check the Box that applies)</b>   |   |
| <input type="checkbox"/>  | Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.   |
| <b>Name of Individual or Organization</b>   |   |
| <b>Physical Address</b>   |   |
| <b>OR</b>   |   |
| <input type="checkbox"/>  | No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.   |
| <b>Section B (Skip if no Business entity is listed in Section A above)</b>  |   |
| <input type="checkbox"/>  | Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be. |
| <b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>                                     |   |
| <b>Physical Address</b>   |   |
| <b>OR</b>   |   |

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|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be. |
|--------------------------|--|

**Section C – Part III Certification**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that **West Windsor Township** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

|                    |                       |        |                  |
|--------------------|-----------------------|--------|------------------|
| Full Name (Print): | <i>John Colombero</i> | Title: | <i>President</i> |
| Signature:         | <i>[Signature]</i>    | Date:  | <i>1/26/2026</i> |

**Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities**

**Section A**

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be. |
|--------------------------|--|

| Name of Business Entity | Physical Address |
|-------------------------|------------------|
|                         |                  |
|                         |                  |
|                         |                  |

\*\*Add additional sheets if necessary\*\*

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|                          |   |
|--------------------------|---|
| <b>OR</b>                |   |
| <input type="checkbox"/> | The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company. |

| <b>Section B (skip if no business entities are listed in Section A of Part IV)</b> |   |
|--|---|
| <input type="checkbox"/>   | Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company). |
| Name of Business Entity Controlled by Entity Listed in Section A of Part IV        | Physical Address  |
|  |   |
|  |   |
|  |   |

\*\*Add additional Sheets if necessary\*\*

|                          |  |
|--------------------------|--|
| <b>OR</b>                |  |
| <input type="checkbox"/> | No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company. |

**Section C – Part IV Certification**

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

|                    |                       |        |                  |
|--------------------|-----------------------|--------|------------------|
| Full Name (Print): | <i>John Colombero</i> | Title: | <i>President</i> |
| Signature:         | <i>[Signature]</i>    | Date:  | <i>1/26/2026</i> |

Certificate Number  
657285

Registration Date: 05/30/2024  
Expiration Date: 05/29/2026



State of New Jersey  
Department of Labor and Workforce Development  
Division of Wage and Hour Compliance  
Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):  
John Colombero, President

Handwritten signature of Robert Asaro-Angelo in black ink.

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

Sun e Creations, Inc.  
**2024**

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SUNSET CREATIONS INC

**Trade Name:**

**Address:** 355 ROUTE 601  
BELLE MEAD, NJ 08502

**Certificate Number:** 0493252

**Effective Date:** February 06, 1984

**Date of Issuance:** January 22, 2026

**For Office Use Only:**

20260122134142984

Return

**2026 Public Land Maintenance – Cul de Sac Islands**

**GENERAL CONDITIONS**

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**2026 Public Land Maintenance – Cul de Sac Islands****GENERAL CONDITIONS****1.0 GENERAL**

The General Conditions of the Contract, outline certain general responsibilities of the Owner and the Contractor (who are the parties to the contract) and also those responsibilities delegated and contracted by the Owner to the Engineer.

**2.0 DEFINITIONS**

Whenever the words defined in this section or pronouns used in their stead occur in the Contract Documents, they shall have the meanings herein given.

Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications by additions, deletions, clarifications or corrections.

Agreement - The written agreement between the Owner and the Contractor covering the work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided herein.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder - Any person, firm or corporation submitting a bid for the work.

Bonds - Bid, performance and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the contract price or contract time.

Contract Documents - The Contract Documents consist of the Advertisement for Bids, Specifications, Addenda, Drawings, Bid, Bid Bond, Agreement, Bonds, Releases, Notice of Awards, Notice to Proceed and Change Orders.

Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

Contract Time - The number of calendar days stated in the Contract Documents for the completion of the work.

Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.

Design Engineer - The Design Engineer is West Windsor Township Engineer.

Drawings - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.

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Engineer - The Engineer is the Township Engineer or his authorized representative.

Field Order - A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time issued by the Engineer to the Contractor during construction.

Final Contract Acceptance - Acceptance of the work after a final inspection has been made and the work accepted by the Owner.

Notice of Award - The written notice of the acceptance of the bid from the Owner to the successful bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of beginning of the contract time.

Owner - The Owner is the Township of West Windsor.

Project - The undertaking to be performed is as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

Specifications - A part of the Contract Documents consisting of the Instructions to Bidders, Bid Form, General Conditions, Special Conditions, and the Technical Provisions (Division 1, Division 2, etc.).

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of part of the work at the site.

Substantial Completion Date - That date as certified by the Engineer when the construction of the project of a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.

Supplier - Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

Work - All labor necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in the project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

**2026 Public Land Maintenance – Cul de Sac Islands****3.0 CORRELATION AND INTENT OF CONTRACT DOCUMENTS****3.1 INTENT**

It is the intent of the Specifications and Plans to describe a complete project to be constructed in accordance with the Contract Documents. Any work that may reasonably be inferred from the Specifications or Plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. If the Contractor feels that he is entitled to additional compensation, refer to Section 7.5, "Claims for Extra Cost" of the General Conditions. The Contract Documents comprise the entire Agreement between the Owner and the Contractor.

**3.2 CORRELATION OF DOCUMENTS**

The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Engineer's attention in writing before proceeding with the work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the order defined in the Agreement.

On the drawings if a conflict is found, figure dimensions on drawings shall govern over scale dimensions.

**3.3 APPLICATION OF SPECIAL REQUIREMENTS**

Each Contractor and Subcontractor shall be responsible for making himself aware of and shall specifically comply with all special requirements of the Contract Documents.

It shall be the responsibility of each Contractor and Subcontractor to be aware of, and comply with such other conditions included in the Contract Documents as may be applicable to the Contract. It is not intended that all requirements with regard to the conduct of the work be included in any one section of the Contract Documents.

**3.4 DISCREPANCIES, ERRORS AND OMISSIONS**

The Plans and Specifications are intended to complement each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the Engineer shall be final and binding.

Any revisions to the Plans and Specifications may be made by the Engineer when such correction is necessary for the proper fulfillment of their intention as construed by him. Where said revision of error or omission, except as provided in the next two paragraphs below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be established by an approved change order.

Any work performed after the discovery of discrepancy in the Plans or Specifications, without the written approval of the Engineer, shall be at the risk and expense of the Contractor.

**2026 Public Land Maintenance – Cul de Sac Islands**

All work, materials and equipment indicated on the Plans and not mentioned in the Specifications or vice versa and all work and materials usual and necessary to make the work complete in all its parts, whether or not they are mentioned in the Specifications, shall be furnished and executed the same as if they were called for both on the Plans and by the Specifications but will not entitle the Contractor to consideration in the matter of any claim for extra compensation.

On all work of a remodeling nature or installation to an existing structure, the actual situation of the site controls over any information given which may affect the quantity, size and quality of materials required for a satisfactorily completed contract, whether or not such information is indicated on the Plans or within the Specifications.

**3.5 ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS**

The Contractor may be furnished supplementary working drawings as necessary to carry out the work included in the Contract. Supplementary working drawings will be issued when necessary to show changes or define the work in more detail and they shall also be considered as Contract Plans.

**3.6 COMPLIANCE WITH LAWS**

The Contractor shall keep himself fully informed of all existing and future state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, the materials and equipment used in the work, or the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Specifications or other documents for the work in relation to any such law, or ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. The Contractor shall at all times himself observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees, and he shall protect and indemnify the Owner, its officers, agents, and the Engineer against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

Unless stated to the contrary elsewhere in the Contract Documents, local law shall govern the construction of this Contract. The Contractor shall comply with The Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act. The Contractor's attention is directed to the provisions of Section 4(B)(4) of The Occupational Safety and Health Act of 1970 as follows:

“Nothing in this act shall be construed to supersede or in any manner affect any workman's compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases or death of employees arising out of, or in the course of, employment.”

**3.7 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law or clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

**2026 Public Land Maintenance – Cul de Sac Islands****4.0 RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR****4.1 GENERAL**

The Contractor shall and will, in a good workmanlike manner, do and perform all work and furnish all supplies and materials machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications, in accordance with the drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the process of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

All work shall be done under the direct supervision of the Contractor. The Contractor shall provide a safe place for the performance of the work by the Contractor, subcontractors, suppliers, and their employees, and for access, use, work, or occupancy by all authorized persons.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract Documents, and shall do, carry on, and complete the entire work to the satisfaction of the Owner and the Engineer.

The Contractor shall in no way be relieved of his responsibility under this Contract by any right of the Engineer to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by failure of the Engineer to give such permission or issue such orders.

**4.2 SEPARATE CONTRACTS**

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship of others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

**4.3 MUTUAL RESPONSIBILITY OF CONTRACTORS**

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement if such other contractor or subcontractor will so settle. If such other contractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

**4.4 SUBCONTRACTING**

- (A) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

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- (B) The Contractor shall not assign or sublet any part of the work without prior written acceptance by the Owner. Acceptance by the Owner will be based on written statements from the Contractor containing such information on the requested assignment as the Owner may require. Acceptance of subcontractors by the Owner will not be made until after award of the Contract to the Contractor.
- (C) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (D) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other of the Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract as the Owner may exercise over the Contractor under any provisions of the Contract Documents.
- (E) Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

**4.5 PROTECTION OF WORK AND PROPERTY**

The Contractor shall continuously maintain adequate protection of all his work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with activities under this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or such as may be caused by agents or employees of the Owner.

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. He shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Owner in writing. In an emergency affecting the safety of life or of the work or adjoining property, the Contractor, without special instruction or authorization from the Engineer or Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury and he must take such action if so instructed or authorized by the Engineer.

Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached to the work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

**4.6 INDEMNITY**

The Contractor shall indemnify and hold harmless the Owner, the Owner's agents and the Owner's employees, the Engineer, its agents and employees, and the Design Engineer, its agents and employees,

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from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his subcontractors, his agents, or employees, in the execution of the work or in guarding same.

**4.7 NON-INTERFERENCE WITH AND PROTECTION OF PUBLIC**

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever necessary or required, and at his own expense, he shall maintain fences, furnish watchmen, maintain lights, and take such precautions as may be necessary to protect life and property.

**4.8 SUPERVISION OF WORK**

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer in every possible way. At all times, the Contractor shall have as his agent on the work a competent superintendent, who is acceptable to the Owner and capable of reading and thoroughly understanding the Plans and Specifications. The Superintendent on the work shall have full authority to act for the Contractor and to execute the orders or the directions of the Engineer without delay and supply promptly such materials, equipment, tools, labor and incidentals as may be required. It shall be the responsibility of the superintendent to coordinate the work of all subcontractors.

**4.9 ASSIGNMENT**

The Contractor shall constantly give his personal attention to the faithful prosecution of the work, shall keep the same under his personal control, shall not assign, by the power of attorney or otherwise, or sublet, the work as a whole or substantial part of whole, without the previous written consent of the Owner, and shall not either legally or equitably assign any of the monies payable under this Agreement, or his claim thereto, unless by and with the like consent of the Owner and the Surety on the Bond.

**4.10 NIGHT AND SUNDAY WORK**

No work shall be done at night or on Sunday except, (1) usual protective work, such as pumping and the tending of lights, fires and heating apparatus; (2) work done in case of emergency threatening injury to persons or property; or (3) if all the conditions set forth in the next paragraph below are met.

No work other than included in (1) and (2) above shall be done at night except when, (a) in the opinion of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night; (b) the work will be done by a work force organized for regular and continuous night work; and (c) the Engineer has given written permission for such night work. Any work performed at night or on Sundays shall be executed in such manner as to not unduly disturb any residents, and shall provide all necessary illumination and additionally appropriate measures as necessary for the orderly performance of work at night..

**4.11 WAGE RATES**

All laborers, workers and mechanics shall be paid the prevailing rate of wage for the type of work to be done in the territory in which it is or is to be performed. The violation of the foregoing provision

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shall constitute a breach of the Contract, and the foregoing provisions shall be considered to be a contract for the benefit of the workers, laborers and mechanics upon which such laborers, workers and mechanics shall have the right to maintain action for the difference between the prevailing rate of wage and the rate of wage actually received by them. In case any dispute arises as to the amount of the prevailing rate of wage, such dispute shall be referred to The Commissioner of Labor of The State of New Jersey, or to such other person as will be designated by The Commissioner of Labor as an arbitrator to settle such dispute, and the parties shall be bound by the decision of such arbitrator.

The Contractor shall note that the “Prevailing Wage Rate Determination” pursuant to Chapter 150 of The New Jersey Laws of 1963, New Jersey Department of Labor and Industry, of current date and applicable to the location of the work, is made a part of this Contract. Prevailing wage rates are included in Article 10 of the General Conditions.

Contractors and subcontractors performing the described work shall post the prevailing wage rates for each craft and classification involved as herein determined in prominent and easily accessible places at the site of the work or at such place or places as are used to pay workmen their wages.

**4.12 EMPLOY SUFFICIENT LABOR AND EQUIPMENT**

If in the opinion of the Engineer, the Contractor is not employing sufficient labor and equipment to complete this contract within the time specified, The Engineer may, after giving written notice, require the Contractor to employ such additional labor and equipment as may be necessary to enable the work to progress properly. If the Contractor continues after receiving such notice to prosecute the work in an insufficient manner, the Owner may terminate the contract or take over part of the work as specified in Article 5.2 of the General Conditions entitled Owner’s Right to Take Over the Work.

**4.13 ACCESS TO WORK**

For purposes already specified and for any other purpose, the Owner, the Engineer, and their agents and employees may enter upon the work and the premises used by the Contractor and the Contractor shall provide safe and proper facilities therefore.

Representatives of state, county and local government departments may enter the work site for the purpose of inspection and verifying that their requirements are being fulfilled. The Contractor shall provide them the same facilities as he would the Owner.

**4.14 EXAMINATION OF THE WORK**

The Owner, the Engineer, and their representatives shall, at all times, be furnished with every reasonable facility for ascertaining that the equipment and materials used and employed and the workmanship are in accordance with the requirements and intentions of the Contract Documents. All work done and all materials furnished shall be subject to their inspection and acceptance. If any work should be covered up without acceptance or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer and if so ordered, the work must be uncovered by the Contractor. If such work is found in accordance with the Contract Documents, the Owner shall pay the cost of re-examination as extra work, but if such work is found not in accordance with the Contract Documents, the cost of re-examination and replacement shall be at the Contractor’s expense.

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The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed, and unacceptable work shall be made good and unsuitable materials shall be rejected notwithstanding that such unacceptable work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the Owner and the Engineer before acceptance.

**4.15 UNACCEPTABLE WORK**

The Contractor shall promptly remove from the premises all work and materials rejected by the Engineer as failing to conform to the Contract Documents, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract.

If the Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice, the Owner may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate deductive Change Order shall be issued. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by correction, removal or replacement of his defective work.

**4.16 MISTAKES OF CONTRACTOR**

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, the Contractor shall restore, at his own expense, such property to a condition similar to, or equal to, that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring, as may be directed, or he shall make good such damage or injury, in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the Owner may, upon forty-eight (48) hours' notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary. The damages and costs incurred thereof will be deducted from any moneys due or which may become due to the Contractor under this contract, or the Contractor, at Owner's discretion, may pay to the Owner all expenses, losses, and damages incurred therefore, as determined by the Engineer.

**4.17 FACILITIES AND UTILITIES**

The Contractor shall be deemed to have examined the site and to have secured full knowledge of all conditions under which the work is to be executed and completed, including the available roadway, rail and other approaches to the site and the space available for work areas, storage and for temporary offices and sheds.

The site and approach facilities are to be used with due regard for the Owner's requirements thereof and the requirements of others who may have been engaged by the Owner. If it should become necessary to move the materials or facilities of the Contractor, he shall do so upon request of the Owner. The expense, so incurred, shall be borne by the Contractor unless the request involves a movement from a previously approved working or storage area.

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All areas utilized for storage and stockpiling are to avoid environmentally sensitive areas such as wetlands, floodplains or mature vegetation. All areas shall be protected against erosion and shall be restored to a condition equal to that existing prior to use.

**4.18 PRICES FOR WORK**

The Owner shall pay, and the Contractor shall receive, the prices stipulated in the Bid attached hereto as full compensation for everything furnished and done by the Contractor under this Contract including all work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, for all expense incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided.

**4.19 SUSPENSION OF WORK**

- a. Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.
- b. The Township shall provide written notice to the Contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the Contract.
- c. If the performance of all or any portion of the work of the Contract is suspended by the Township for more than 10 calendar days due to no fault of the Contractor, or as a consequence of an occurrence beyond the Township's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.
- d. Upon receipt of the Contractor's suspension of work notice in accordance with paragraph b. of this section, the Township shall promptly evaluate the Contractor's notice and promptly advise the Contractor, in writing, of its determination on how to proceed.
  - 1) If the Township determines that the Contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.
  - 2) If the Township determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

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- e. Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the lack of notice or delayed notice prejudiced the Township's ability to adequately investigate and defend against the claim.

**4.20 DELAYS AND EXTENSIONS OF TIME**

If the Contractor is delayed at any time in the progress of the work by an act or neglect of the Owner, or of any employee, or by changes ordered in the work, or by lockouts, fire, unavoidable casualties, or by delay authorized by the Engineer, or by any cause which the Engineer shall decide to justify the delay, then the time of completion may be extended for such reasonable time as the Owner may decide.

No such extension shall be made for a delay occurring more than ten (10) days before a claim therefore is made in writing to the Engineer. In the case of a continued cause of delay, only one (1) claim is necessary.

**4.21 EMERGENCY SERVICES TO CORRECT HAZARDOUS CONDITIONS**

The Contractor shall at all times after regular working hours, including weekend and holidays, maintain a telephone where he or his representative can be reached on an emergency basis. The Contractor or his representative shall be prepared to act to correct conditions on the site deemed to constitute an emergency by either the Owner, Resident Engineer, designated agent, or local authorities, but shall not wait for instructions before proceeding to properly protect both life and property. If a condition on the site requires attention after working hours, either the Owner, Resident Engineer, designated agent, or local authority shall call the Contractor or his representative at the emergency telephone number, identify himself and describe the emergency condition. The Contractor is expected to dispatch men and equipment to adequately institute corrective measures within two (2) hours. If for some reason the Contractor or his representative cannot be reached at the emergency number after a reasonable time (1/2 hour), the Owner shall have the right to immediately initiate corrective measures.

In the event that the Contractor fails to maintain safe job conditions and traffic conditions, including, but not limited to, trench settlement and hazardous piling or storage of backfill or construction materials, the Owner, after failure of the Contractor to commence substantial steps at the job site to rectify the situation within two (2) hours of the time the Contractor has been notified of the unsafe condition, may hire guards, take such precautions, make such repairs and take any other steps which the Owner or the Owner's agent in its discretion, considers necessary to protect the property, persons, or the Owner. The cost of any of these precautions, guards, or steps shall be deducted from the payments due the Contractor, and the Contractor will be billed for these services, work and material at prevailing rates.

**4.22 PRIVATE AND PUBLIC PROPERTY**

The Owner will acquire all property, including Rights-of-Way and easements necessary for construction. Any land and access thereto not specifically shown to be furnished by the Owner that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage to such additional areas as he may provide at his expense.

The Contractor shall not enter upon private property for any purpose without obtaining permission of the property owner and he shall be responsible for the preservation of all public property, trees,

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monuments, structures and improvements along and adjacent to the street or Right-of-Way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

**2026 Public Land Maintenance – Cul de Sac Islands****4.23 TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

The Contract Documents are intended to be between the Contractor and the Owner. The date of beginning and the time for completion as specified in the Agreement of the work to be done hereunder are essential conditions of this Contract. It is further mutually understood and agreed that the work embraced in this Contract shall be commenced on the date stated in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

The Contractor and the Owner recognize that delay in completion of the project will result in damage to the Owner in terms of the effect of the delay in the use of the project and will also result in additional cost to the Owner for engineering, inspection and administration of the Contract. Because some of this damage is difficult or impossible to estimate, the parties agree that if the Contractor fails to complete the Project and each and every part and appurtenance thereof fully, entirely and in conformity with the provisions of the Contract within the time stated in the Contract, the Contractor shall pay the Owner liquidated damages, in accordance with the following schedule, in lieu of the above stated actual damage. Such liquidated damages shall be paid for each and every day, as hereinafter defined, that he is in default of time to complete the work.

**SCHEDULE OF LIQUIDATED DAMAGES FOR EACH DAY  
OF OVERRUN IN CONTRACT TIME**

| <u>ORIGINAL CONTRACT AMOUNT</u> |                         | <u>LIQUIDATED DAMAGES</u> |
|---------------------------------|-------------------------|---------------------------|
| <u>From More Than</u>           | <u>To and Including</u> | <u>Per Calendar Day</u>   |
| \$ -0-                          | 500,000                 | \$ 750                    |
| 500,000                         | 1,000,000               | 1,000                     |
| 1,000,000                       | 2,000,000               | 1,500                     |
| 2,000,000                       | 5,000,000               | 2,000                     |

It is further agreed that time is of the essence for each and every portion of this Contract and the Specifications fix a definite length of time for the performance of this contract. If an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract, provided that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without faults and the Contractor's reasons for the time extension are acceptable to the Owner. It is provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (A) To any preference, priority or allocation order duly issued by the United States Government,
- (B) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the

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Owner, acts of another contractor in the performance of a contract with the Owner, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and severe weather, and

- (C) To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (A) and (B) of this article.

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay. The Owner shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

If the Contractor does not finish his work within the time for completion specified, the Owner shall have full authority to and may deduct and retain from the final estimate an amount to cover the actual cost of inspection services paid by the Owner for the time of completion specified and the date the Contractor fully completes his Contract. This amount to be deducted is in addition to the claim for liquidated damages.

Extensions of time may be granted by the Owner by reason of unusual difficulty or for other causes deemed by the Owner to be good and sufficient, and the Owner will waive the inspection costs aforesaid for the time of such extensions provided, however, that the Contractor shall pay any other cost or damage attended upon or resulting from any and all such extensions, and provided further that requests for extensions shall be accompanied by an approval, in writing, by the surety company appearing as such on the bonds furnished by the Contractor in accordance with this Contract.

#### 4.24 DOCUMENT RETENTION REQUIREMENTS

Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. N.J.A.C. 17:44-2.2

#### 5.0 RESPONSIBILITIES AND OBLIGATIONS OF THE OWNER

##### 5.1 LAND OF OWNER, USE OF, BY CONTRACTOR

The Owner shall provide the necessary land and easements upon which the work under this contract is to be done, and will, so far as is necessary, permit the Contractor to use as much of the land and easements as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his cost and expense, any additional land required.

##### 5.2 OWNER'S RIGHT TO TAKE OVER THE WORK

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should fail to prosecute his work with due diligence and carry the work forward in accordance with his work schedule and the time limits set forth in the Contract Documents, or if he should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by him, the Owner may serve written notice on the Contractor, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

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In any event, unless the matter complained of is satisfactorily cleared within ten (10) days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of such remedies at once.

- (A) The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) days after service of the notice of termination, the Owner may take over the work, take possession of and use all materials that have been delivered to the site and paid for, and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his Contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the contract price when the Owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the contract price, the Contractor and his Surety shall pay the difference to the Owner. Such costs, expenses and damages shall be certified by the Engineer.
- (B) The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the Owner approves the amount thus charged to the Contractor.
- (C) The Owner may require the Surety on the Contractor's Bond to take control of the work at once and see to it that all the deficiencies of the Contractor are made good with due diligence. As between the Owner and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the Owner to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions including provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

### 5.3 RIGHT OF OCCUPANCY

The Owner shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work if such use is approved by the Engineer even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute final contract acceptance of such portions of the work. The Owner shall also have the right to enter the premises for the purpose of doing work not covered by its contract with the Contractor.

### 5.4 PERMITS

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The Owner will obtain at his own expense certain permits from The Federal Government, state, county, municipal and other agencies which are required for the project. The Contractor shall obtain at his own expense permits to use explosives for rock excavation and such other permits as are required by law to be obtained by the Contractor. When necessary or appropriate, the Contractor shall assist the Owner in the acquisition of permits.

**6.0 AUTHORITY OF THE ENGINEER****6.1 ENGINEER'S STATUS DURING CONSTRUCTION**

- (A) The Engineer shall act as the Owner's consultant. The duties and responsibilities and the limitations of authority of the Engineer during construction are set forth in these General Conditions and shall not be extended without written consent of the Owner and the Engineer.
- (B) The Engineer is not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
- (C) The Engineer will have authority to disapprove of or reject work which is defective and will also have authority to require special inspections or testing of the work whether or not the work is fabricated, installed or completed.
- (D) Neither the Engineer's authority to act under this article nor any decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees or any other person performing any of the work.

**6.2 ENGINEER'S INTERPRETATIONS AND DECISIONS**

- (A) The Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the work, such clarifications and interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the contract price, he may make a claim therefore as provided in Article 7.
- (B) The Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance there under. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the Owner and the Contractor. He will not show partiality to either and shall not be liable for the results of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the work or the interpretation of or performance under the Contract Documents shall be referred to the Engineer for decision, which he shall render in writing within a reasonable time.

**7.0 CONDUCT OF THE WORK**

**2026 Public Land Maintenance – Cul de Sac Islands****7.1 QUANTITIES OF ESTIMATE**

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the Bid, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase contemplated by this Contract.

**7.2 NEGOTIATIONS OF CONTRACT AMENDMENTS, CHANGE ORDERS AND CHANGES TO QUANTITY OF WORK**

This section covers changes in contract scope or contract time. Changes in contract scope shall be work which was not included in the scope of the work at the time of bidding the Contract. Changes in contract scope will not be construed to mean work for which unit bids were received, nor will it include items for which the actual installed quantities differ from the Bid quantities as a result of field measurement or field survey. Changes in the unit prices bid for reduced quantity categories will not be renegotiated.

The Engineer, without invalidating the Contract, may order extra work or make changes in the work, adjusting the contract amount or contract time by a written change order. All such work shall be under the conditions of the original Contract. The Owner or his representative shall have the authority to make minor changes in the work not involving extra cost and not inconsistent with the scope of the work. On changes involving extra work or changes in contract time, the Engineer will direct the Contractor in writing to proceed with the designated changes. The Contractor shall commence work upon receipt of the written order. Until the value of the change order has been agreed upon by the Engineer and Contractor using methods A, B or C described hereafter, time and material records will be kept as described in method C. Except in an emergency endangering life or property, no extra work or change shall be made unless ordered in writing by the Engineer, and no claim for an addition to the contract amount shall be valid unless so covered.

The value of such extra work or change shall be determined by one or more of the following:

Method A                      Unit prices or combinations of unit prices which formed the basis of the original Contract or included in previous change orders and which shall be considered to include all the Contractor's overhead and profit. The Engineer may at his sole discretion use prices for items of similar work contained in a Contractor's bid item breakdown for lump sum contracts. These items shall be considered to include allowances for overhead and profit.

Method B                      A lump sum based on the Contractor's estimate and accepted by the Engineer which shall include overhead and profit in accordance with the allowances given in item 2 below.

Method C                      Actual Costs, plus overhead and profit.

1. Actual Costs are defined as follows:
  - a. Hourly actual wage rate for all workers directly assigned to the specific operation including the foreman, but excluding wages and salaries paid to other administrative or supervisory personnel.

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- b. Fringe benefits including, but not limited to, health and welfare, pension and vacation funds.
  - c. Actual cost of all material used and incorporated into the permanent construction, including freight and delivery charges as shown on original receipted bills. For all materials not incorporated into permanent construction, but necessarily involved in the performance of the work, the Contractor shall receive an amount equal to the actual cost of such materials when they are no longer required for the performance of the work.
  - d. Actual additional cost of Contractor's general, public liability and property damage insurance, workman's compensation insurance, social security tax, state unemployment compensation contributions and state temporary disability benefits, and other types of insurance which may be required for the performance of the increased work.
  - e. Actual Contractor's equipment cost including fuels and lubricants. If the Contractor rents equipment, he shall submit documentation acceptable to the Engineer to support such costs. If such costs exceed the associated equipment distributors' standard rental rate or the Rental Rate Blue Book rates, they will not be acceptable to the Owner. Equipment and tools having a value of less than \$50 are considered to be part of overhead as defined in section 2 below. Fuels and lubricants consumed by equipment shall be included in their rental costs.
  - f. Costs for the preparation of shop drawings or cost estimates which cost shall be indicated separately in the change order. On change orders initiated by the Contractor, the cost of shop drawings or cost estimates will not be allowable.
  - g. Actual cost of subcontracted work which must be supported by documentation acceptable to the Owner and generally conforming to actual costs as defined above.
2. Allowable percentages for Overhead and Profit shall be determined as follows:
- a. For changes in work not exceeding \$10,000.00.
    - (1) Contractors actual identifiable direct project costs (excluding subcontractors costs) plus 10 percent for overhead and up to 10 percent profit factor applied to actual identifiable direct project costs plus overhead.
    - (2) The overhead and profit factors noted in (A) above also apply to increases in subcontractors' actual cost. The prime contractor may add up to 10 percent profit to the subcontractors' total costs (including overhead and profit).
    - (3) These overhead and profit factors may be accepted by the Engineer as reasonable in lieu of requiring the submission of additional supporting data. However, the Owner reserves the right to review any cost or profit element on a case-by-case basis, where the submission for overhead and profit is in excess of the 10 percent overhead and 10 percent profit indicated above.

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- b. For changes in the work in the amount of \$10,000 to \$100,000, the above factors may be included initially for equitable adjustments but will be subject to the negotiations, cost and pricing data, and Owner review requirements.

The Engineer shall select a combination of any or all of the above methods for determining the charge for contract amendments, change orders, or extra work.

If the Engineer selects Method A, “Unit Prices”, or Method B, “Lump Sum”, the Contractor must furnish sufficient documentation to allow the Engineer to determine the reasonableness of the unit price or lump sum proposed. This documentation may include, but is not limited to such items as purchase orders or invoices for equipment or material which is to be incorporated into the work, detailed quantities of material to be used, detailed estimates of labor and equipment, and any other such items which may be required.

Documentation for the unit price and lump sum charges must be submitted in the same format required for the submission of costs under Method C.

If the Engineer selects Method C, the Contractor shall keep daily records of such extra work and shall notify the Engineer 24 hours before commencement of work. The daily records shall include the names of workers employed and hours worked, materials and equipment incorporated and machinery used, if any, in the prosecution of such extra work. This daily record shall be signed by the Contractor’s authorized representative and (if accepted) by the Engineer, verifying the work accomplished and the materials and labor expended. Separate daily records shall be submitted for each contract change order. Payment for extra work shall be made in accordance with the records of time, rentals, and materials used as accepted by the Engineer. Rental on equipment shall be charged against the extra or changed work only for the actual time the equipment is used specifically therefore.

If said work requires the use of machinery not on the job, the cost of transportation, not exceeding a distance of 100 miles, of such machinery to and from the work shall be added to the rental.

Changed work shall be adjusted, considering separately the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted from or added to the subsequent monthly estimates.

The Contractor’s attention is especially called to the fact that he shall be entitled to no claim for damages from anticipated profits on any portion of work that may be omitted.

In signing a change order, the Contractor signifies that his markups for overhead and profit include job site and home office overhead. Change order work shall commence promptly upon receipt of a fully executed change order and upon a written directive by the Engineer to proceed with the work. Except as otherwise provided herein, any delays in starting the work or expeditiously pursuing the work will be charged against the Contractor.

1. Character of Work:

- a. If the Contractor believes that a change directive by the Township results in a material change to the contract work, the Contractor shall so notify the Township

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in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice.

- b. Upon receipt of the Contractor's change in character notice in accordance with paragraph a. of this section, the Township shall promptly evaluate the Contractor's notice and promptly advise the Contractor, in writing, of its determination on how to proceed.
- c. If the Township determines that a change to the Contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the Township shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the Contractor and the contracting unit prior to the Contractor performing the subject work.
- d. If the Township determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work, and may pursue any remedies available under the law.
- e. As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both.

**2. Change in Quantity:**

- a. The contracting unit may increase or decrease the quantity of work to be performed by the Contractor.
- b. If the quantity of a pay item is:
  - 1) cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.
  - 2) increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
- c. For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.
- d. For a major increase in quantity, the contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

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- e. For a major decrease in quantity, the contracting unit or Contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.
- f. As used in this subsection, the term “bid proposal quantity” means the quantity indicated in the bid proposal less the quantities designated in the project plans as “if and where directed.”

**7.3 EXTENSION OF TIME**

When the Contract is amended or extra work is ordered near the completion of the Contract or when changes are ordered at any time during the progress of the work, which requires, in the opinion of the Engineer, an unavoidable increase of time for the completion of the Contract, a suitable extension of the time for completion shall be granted as a part of the change order for the extra work.

**7.4 CHANGES NOT TO AFFECT BONDS**

It is distinctly agreed and understood that any changes made in the Plans and Specifications for this work or otherwise in the scope of work to be performed by the Contractor, whether such changes increase or decrease the amount thereof, or any change in the manner or time or payments made by the Owner to the Contractor shall in no way annul, release or affect the liability and surety on the Bonds given by the Contractor.

**7.5 CLAIMS FOR EXTRA COST**

If the Contractor claims that any changes in the work or any clarification or interpretations by means of drawings or otherwise involve extra cost, he shall give the Engineer written notice thereof within twenty (20) calendar days after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions to put such changes into effect, except in case of an emergency endangering life or property. In all such cases the Contractor shall keep a correct account of the extra cost in such form as the Engineer may direct and shall present such accounts supported by receipts to the Engineer who shall pass upon the claim. The Owner shall be entitled to reject any claim for extra cost in which the foregoing procedure is not followed.

**7.6 ADDITIONAL OR SUBSTITUTE BOND**

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties indicated on the Performance or Labor and Material Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable Bond to the Owner.

**7.7 WORK TO CONFORM**

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All work shall conform during its progress and on its completion and remain truly to the line, levels and grades indicated on the Plans or given in writing by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the Plans and Specifications and directions given from time to time by him. In no case shall any work in excess of the Plan requirements and Specifications be paid for unless ordered in writing by the Engineer.

All work done without written instructions having been given by the Engineer, or done without proper lines or levels, or done during the absence of the Engineer or his agent, will not be estimated or paid for except when such work is authorized by the Owner in writing. Work so done may be ordered uncovered or taken down, removed and replaced at the Contractor's sole cost and expense.

**7.8 CONSTRUCTION CONTRACT DISPUTE**

All construction contract documents entered into in accordance with the provisions of P.L. 1971, c.198 (C.40A:11-1 et seq.) after the effective date of P.L. 1997, c.371 (C.40A:11-50) shall provide that disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this section shall prevent West Windsor Township from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, bid withdrawal, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c.198 (C.40A:11-1 et seq.).

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

For the purposes of this section, the term "construction contract" means a contract involving construction, or a contract related thereto concerning architecture, engineering or construction management.

**8.0 PROGRESS ESTIMATES AND PAYMENTS**

The governing body must vote on authorizations for each periodic payment, change order, final payment or retainage monies that have been submitted and recommended for payment. Scheduled Council meeting dates will be provided upon award of the contract. Please note that since West Windsor Township is a public entity, N.J.S.A. 2A:30A-2 requires the entity's governing body to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the entity's governing body.

The Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate

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and supported by such data as the Engineer may reasonably require no fewer than 14 calendar days from the next Council meeting.

Payment requested for stored materials and/or equipment shall be subject to the following conditions being met or satisfied:

1. The materials and/or equipment shall be received in a condition satisfactory for incorporation in the work.
2. The materials and/or equipment shall be stored in such manner that they will not be damaged due to weather, construction operations or any other cause.
3. An invoice from the supplier shall be furnished for each item on which payment is requested.
4. The Contractor shall furnish written proof from the supplier of 90 percent payment for the materials and/or equipment no later than 30 days after receipt of payment for same for the Owner. The Owner shall have the right to deduct from the next payment estimate an amount equal to the payment for said material and/or equipment if reasonable and adequate proof is not submitted.

The Contractor warrants and guarantees that title to all work materials, and equipment covered by an application for payment whether incorporated in the project or not, will pass to the Owner upon the receipt of such payment by the Contractor free and clear of all lien, claims, security interests or encumbrances (except 10 percent retention which may be withheld from suppliers and subcontractors to guarantee completion and performance).

Where any specific item(s) in the partial payment estimate is in dispute, the Engineer may delete those costs from the estimate and approve the acceptable portion of the payment request. A written statement of the amount withheld and the reason for withholding payment will be issued to the Contractor within 20 days of payment submission.

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of an estimate to such extent as may be necessary to protect the Owner from loss on account of:

- (a) Unacceptable work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to a subcontractor or for material or labor.
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) Failure of the Contractor to keep his work progressing in accordance with his progress schedule.
- (f) Failure to submit certified payrolls (including subcontractors) corresponding to the time period covered by the payment request.
- (g) Failure to submit work schedules as requested.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

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The Engineer will, after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner shall review the partial payment estimate at its next regularly scheduled meeting and if approved, shall process a payment voucher for partial payment to the Contractor. The Owner shall retain not more than two (2%) percent of the amount of each payment claimed.

In place of the Owner withholding the above stated percentages, if the performance and progress are satisfactory to the Owner, the Contractor may deposit with the Owner negotiable bearer bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the Owner and conform to the requirements of the "Local Public Contract Law" provided the Contractor's performance is satisfactory and further provided that withholding of payment be made by the Owner in accordance with the provisions of Chapter 464, P.L. 1979 (N.J.S.A. 40A:11-16.2 et seq.).

When the work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below two (2%) percent but not less than twice the current market value of the work yet to be completed. On completion and acceptance of a part of the work on which the price is stated separately in the contract documents, payment shall be made in full including retained percentages, less authorized deductions.

"Substantial Completion" as used in the context of this section shall mean satisfactory completion of major portions of the contract work, including inspection and testing, so that the facility may be turned over to the Owner for its intended use or occupancy.

No Contractor request for progress payments will be processed until an acceptable schedule has been reviewed and accepted by the Engineer. Unacceptable schedules will be returned to the Contractor.

It is agreed that this is an entire Contract for one whole and complete work and that no partial payments on account by the Owner, nor the use of parts of the proposed equipment, shall constitute an acceptance of any part of the work before its entire completion and final acceptance.

N.J.A.C. 12:60-2.1 and N.J.A.C. 12:60-5.1, requires contractors and subcontractors to provide payment and withholding information for employees. N.J.P.L. 2021, c. 164 requires contractors to file certified payroll statements with both the relevant public body and the Labor Commissioner.

### 8.1 **Payment Schedule and Retainage**

**Portioned payment for satisfactory performance of regular maintenance work will be invoiced every month under this contract for bid items #1 - #6 as follows:**

| <u>Month</u>  | <u>Portion of Contract / Bid Item Total</u> |
|---|---|
| <b>March through April</b> (One payment for March and April combined) | 15%   |
| <b>May</b>  | 20%   |
| <b>June</b>   | 20%   |
| <b>July</b>   | 20%   |
| <b>Aug.</b>   | 10%   |
| <b>Sept.</b>  | 10%   |
| <b>Oct.</b>   | <u>5%</u>                                   |
|   | 100 %                                       |

**If any of the maintenance tasks associated with the areas listed in the bid are not satisfactorily completed in full, then a deduction shall be made from the contract utilizing the appropriate monthly percentages applied against the bid prices quoted. Since this is a maintenance contract partial completion of the tasks in any given month shall be considered an unsatisfactory loss of service and a full deduction for the period(s) of deficiency shall be made.**

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**Payment other specific maintenance tasks such as tree and shrub removal, planting and arboriculture shall be made based upon each unit of actual work completed in a given month.**

**The Township shall retain ten (2%) percent of the amount of each payment claimed. Retainage will be payable upon full completion of the contract in a calendar year and full acceptance of work.**

8.2 RESERVED

8.3 RESERVED

8.4 MEASUREMENT OF QUANTITIES

Scheduled items of work completed under this Contract will be measured for payment by the Engineer as provided in the Specifications and according to United States standard measures. The Engineer will make all necessary measurements for certification of quantities for payment.

8.5 SUBSTANTIAL COMPLETION

When the Contractor considers that the work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Section 8.2 of the General Conditions, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Engineer, on the basis of an inspection, determines that the work, or designated portion thereof, is substantially complete, the Engineer will then prepare a certificate of substantial completion which (1) shall establish the date of substantial completion, (2) shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance and, (3) shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the date of substantial completion of the work, or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for the written acceptance of the responsibilities assigned to them in such certificate.

On substantial completion of the work or designated portion thereof and upon application by the Contractor and certification by the Engineer, the Owner shall make payments, reflecting adjustment and retainage, if any, for such work or portion thereof, as provided in the Contract Documents.

8.6 FINAL COMPLETION AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final inspection and acceptance by the Owner and upon receipt of final application for payment, the Engineer will promptly make such inspection.

When the Engineer finds the work acceptable under the Contract Documents the Engineer will promptly issue a final certification for payment, stating to the best of his knowledge, information and belief, that the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, is due and payable.

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Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Owner (1) An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner might, in any way, be responsible, have been paid or otherwise satisfied, (2) Contractor's release, (3) Consent of surety to final payment (4) Certification of prevailing rate of wage on public contracts, (5) Maintenance bond, (6) Such other data required by the Owner establishing payment or satisfaction of all such obligations.

If, after substantial completion of the work, final completion thereof is materially delayed through no fault of the Contractor, or by the issuance of change orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance of the work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, the written consent of the Surety to the payment of the balance due of that portion of the work fully completed and accepted shall be submitted by the Contractor to the Owner prior to the certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims by either party against the other.

**8.7 LIENS**

If at any time before the expiration of the period within which claims must be entered under the lien law or if not otherwise specified by law, within thirty (30) days after the whole work herein agreed to be performed and all the labor and materials herein agreed to be delivered have been performed, delivered, or completed and accepted by the Owner, any person or persons claiming to have performed any labor or furnished any materials and equipment toward the performance or completion of this contract shall file with the Owner suitable notice, the Owner may retain, until the discharge thereof, from the monies under its control all or as much of such money as shall be sufficient to satisfy and discharge the amount claimed to be due in such notice, together with the cost of any action or actions brought to enforce such lien created by the filing of such notice.

**8.8 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. With acceptance of final payment, the Contractor shall sign a Contractor's release relieving the Owner of all further claims arising from the contract. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance and Labor and Material Bond.

**9.0 MISCELLANEOUS****9.1 NOTICE AND SERVICE THEREOF**

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

**2026 Public Land Maintenance – Cul de Sac Islands****9.2 TAXES**

The Contractor shall study all tax laws for the jurisdiction in which the work is being done, particularly so-called sales and use taxes for which he may be liable as a consumer or user of goods. The Owner is a tax-exempt organization and such taxes shall not be included in any contract amounts.

**9.3 GUARANTEE**

The Contractor guarantees that the work to be done under this Contract, and the workmanship performed and the materials and equipment used in the construction of the same, shall be free from defect or flaws, that each item of equipment shall be in accordance with the Specifications, that the strength of all parts of all manufactured equipment shall be adequate and that the performance test requirements of the specifications shall be fulfilled. The guarantee period shall be for two years from and after the date of final acceptance of the work by the Owner as stated on the certificate of final inspection or as required by the detailed specifications. The Contractor shall repair or replace as required, promptly and without charge, all work, equipment, and material, or parts thereof, which fail to meet the above guarantee during the periods herein quoted.

The two-year guarantee period shall in no way affect the Owner's right of recovery for breach of any express or implied warranties as such shall be governed by N.J.S.A. 2A:14-1, et seq., and 2A:44A-2 et seq., and any other applicable remedies.

**9.4 WAIVERS**

Neither the inspection by the Engineer, nor any order, measurement, or certificate, nor any payment for or acceptance of the whole or any part of the work by the Owner, nor any extension of time, nor any possession taken by the Owner or its employees shall operate as a waiver of any provision of this Contract, of any power herein reserved to the Owner, or any right of the Owner for breach of any implied or expressed warranties of this Contract, or any right to damages herein provided, nor shall waiver of any breach of this contract be held to be waiver of any subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided and in addition to other suits, actions, or legal proceedings, the Owner shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

**9.5 PATENTS**

- (a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or un-patented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- (b) License or royalty fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

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- (c) If the Contractor used any design, device, or material covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. If it is mutually agreed and understood, that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work, the Contractor or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**9.6 CONTRACT DOCUMENTS**

The successful bidder will be furnished a maximum of five (5) additional copies of the Contract Documents without charge after award of the Contract.

**9.7 CONTRACTOR'S WARRANTY OF TITLE**

The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the Owner prior to the making of the application for payment, free and clear of all liens, claims, security interests in encumbrances, and that no work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

**10. PREVAILING WAGE RATES**

Prevailing wage rates and labor standards to be used for this work are located at:

<https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/>

***Current prevailing wage rates to the extent applicable to this maintenance contract will be provided to the low bidder on award of the bid.***

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**SPECIAL CONDITIONS**

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**2026 Public Land Maintenance – Cul de Sac Islands****SPECIAL CONDITIONS****1. MAINTENANCE AND PROTECTION OF TRAFFIC**

For all projects where the work will affect traffic on any street or highway within the Township, the Contractor is directed that Uniformed Traffic Directors are required as per the direction of the West Windsor Township Police Department. Contractor shall coordinate all scheduling of uniformed traffic directors through VCS Software (Jobs4Blue) as directed by the West Windsor Township Police Department.

The Contractor shall submit for review prior to the initiation of any construction his proposed construction schedule and plan for the sequence of operations and maintenance and protection of traffic. The Contractor shall provide sufficient traffic protection devices, flagmen and uniformed traffic directors, if required, in full accordance with the Manual on Uniform Traffic Control Devices to protect the work and workmen, and further shall conduct his operations in such a manner so as to permit one lane in each direction to be open to traffic at all times. See Section 01604 for uniformed traffic directors' information.

There shall be no construction, maintenance operations or utility work on any street or highway in the Township before the hour of 9:00 a.m. or after 4:00 p.m. These hours are subject to adjustment by the Township Police Department personnel, and may be made more restrictive in the interest of traffic safety.

All costs associated with employment of Uniformed Traffic Directors shall be the Contractor's, and should be included in its Bid.

**2. CONDITION OF THE SITE**

- a. The Contractor shall, at all times, keep the construction site in a neat and orderly condition to the satisfaction of the Engineer and the Owner. The work and delivery of materials required for this project shall be arranged and performed in such a manner as to minimize inconvenience to the adjacent properties.
- b. If the Contractor encounters differing site conditions during the progress of the work of the Contract, the Contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- c. Upon receipt of a differing site conditions notice submitted to the contracting unit in accordance with paragraph b. of this section, or upon the Township otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
- d. After receiving notice, if the Township determines different site conditions exist, and that the differing site conditions may result in additional costs or delays, the contracting unit shall provide prompt written notice to the Contractor containing directions on how to proceed.
- e. If a determination is made that additional costs or delays may be incurred due to the differing site conditions pursuant to paragraph d. of this section, the contracting unit shall make a fair and equitable adjustment to the contract price and contract

**2026 Public Land Maintenance – Cul de Sac Islands**

completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.

- f. If the Contractor and the Township determine that the Township's investigation and directions decrease the Contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the Contract price or time of performance.
- g. After receiving notice, if the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the Township shall advise the Contractor, in writing, and the Contractor shall resume performance of the contract, and may pursue any remedies available under the law.
- h. Execution of the Contract by the Contractor shall constitute a representation that the Contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- i. As used in this subsection, "differing site conditions" mean physical conditions at the Contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the Contract Documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

**3. DISPOSAL OF CONSTRUCTION DEBRIS**

The Contractor will be required to obtain permits from the New Jersey Department of Environmental Protection's Division of Water Resources, Bureau of Solid Waste management and/or the New Jersey Public Utilities Commission for each truck that will be hauling any debris from the construction site depending on the requirements of each agency.

In addition, the Contractor must obtain a solid waste disposal permit from the New Jersey Department of Environmental Protection's Division of Water Resources, Bureau of Solid Waste Management, when other than a publicly licensed dumping site is used for the disposal of construction debris.

The Solid Waste Administration has advised that broken paving and blacktop (not used as recycled base material) are considered solid waste and must be dumped only in an approved licensed fill site.

The cost of permits and any necessary fees in connection with disposing of construction debris and unsuitable material at the landfill site shall be borne by the Contractor.

**4. DISPOSAL OF EXCESS EXCAVATED MATERIAL**

The Contractor is advised that the disposal of excess excavated material in Wetlands, stream corridors and flood plains is strictly prohibited even if the permission of the property owner is obtained. Any violation of this restriction by the Contractor or any person employed by him will be brought to the immediate attention of the responsible regulatory agencies with a request that appropriate action be taken against the offending parties.

The Contractor shall be aware that permitting agencies are concerned about the erosion by wind and water of excess excavated materials disposed of on private lands. The Contractor is advised he will not be allowed on private land.

**2026 Public Land Maintenance – Cul de Sac Islands****4.1 REMOVAL OF MATERIAL FROM SITE WITH SUSPECTED CONTAMINATION**

If a particular project includes the removal of soil from the site, disclosure of any documentation relative to the known soil conditions at the site, including, but not limited to, any test results specifying the level of contamination, if any, of the soil that has been found at the site of the project will be provided by the Owner. If a project is located on a site with historical or suspected contamination, a line item allowance or minimum unit price line item for soil testing and contaminated soil disposal will be provided by the Owner. This shall be considered as a good faith effort on the part of the Owner to reasonably estimate the total cost associated with the testing and disposal costs of the soil.

*It is not anticipated that this project will require the removal of any possible contaminated soil, so a specific bid line item is not provided.*

**5. PROTECTION OF EXISTING CONDITIONS**

Contractor is to protect existing curb, sidewalk and other areas that are adjacent to the construction of this contract during construction. The Contractor shall replace any curb, sidewalk or area which is damaged as a result of construction activity at no cost to the Owner and to the satisfaction of the Owner and Engineer.

Trees are located adjacent to or within the Rights-of-Way and easements. The adjacent trees and vegetation shall be appropriately protected (snow fence, etc.) from damage during construction. Any damage to trunks or branches shall be immediately repaired by a professional tree surgeon. In the event that the Contractor does not commence the repair of such damages within 24 hours after notification to do so by the Owner and Engineer, the Owner retains the rights to proceed with such repairs and deduct the cost from such monies due the Contractor.

**6. SITE VISIT ASSUMPTION**

It is assumed that by submitting a bid the Contractor will have visited the site so as to have familiarized himself to the extent necessary and sufficient to have prepared his bid pricing adequately.

**7. ADJUSTMENT IN BID ITEMS**

The Owner reserves the right to increase or decrease the quantities specified prior to or after awarding this contract based on need or the availability of local funds. It also reserves the right to negotiate modifications and Change Orders when and if such needs become apparent.

**8. CONDITIONS FOR AWARD**

The Contractor is advised that, as conditions for award, he will be required, unless otherwise directed by the Engineer or Owner, to complete the construction of the work as listed under Time for Completion and that no delays or interruptions of work will be permitted other than those listed in paragraph 4.20 of the General Conditions. The Contractor shall take whatever means necessary to complete the job on time including providing additional men, equipment, overtime, work on weekends, etc. at no additional cost to Owner.

**2026 Public Land Maintenance – Cul de Sac Islands**9. UTILITY MARK OUT

The Contractor as a first order of work shall call for a utility mark out by the various utility companies. Utility information shown on the contract drawings has been collected from various sources and is not guaranteed as to accuracy or completeness. The Contractor shall adjust all utility castings within the construction limits to grade as required by each utility company. The Contractor shall be responsible to adjust or replace all buried utility castings not indicated on the plans.

No separate payment shall be made for adjustments of utility castings but all costs shall be included in the various bid items in the Bid.

10. SUBCONTRACTING

The Contractor winning the award of this contract shall not subcontract more than 50% of the work.

11. BUY AMERICAN REQUIREMENT

In accordance with N.J.S.A. 40A:11-18, only products manufactured in the United States of America may be incorporated in construction projects for a County or Municipality, wherever available.

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**DIVISION 1**

**GENERAL REQUIREMENTS**

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**DIVISION 1**

**GENERAL REQUIREMENTS**

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**2026 Public Land Maintenance – Cul de Sac Islands****DIVISION 1****GENERAL REQUIREMENTS**01011 WORK UNDER THIS CONTRACT

The work under this contract includes the furnishing of all labor, material and equipment necessary or required to complete all work set forth in the contract documents for  
**2026 Public Land Maintenance – Cul de Sac Islands**

01070 ABBREVIATIONS AND SYMBOLS

|          |   |
|----------|---|
| AASHTO   | American Association of State Highway & Transportation Officials  |
| ACI      | American Concrete Institute                                       |
| ACPA     | American Concrete Pipe Association                                |
| AGA      | American Gas Association  |
| AGC      | Associated General Contractors of America                         |
| AI       | Asphalt Institute   |
| AISC     | American Institute of Steel Construction                          |
| ANSI     | American National Standards Institute (Synonymous with USASI-ASA) |
| ASLA     | American Society of Landscape Architects                          |
| ASTM     | American Society of Testing and Materials                         |
| AWG      | American (or Brown & Sharpe) Wire Gauge                           |
| AWWA     | American Water Works Association                                  |
| AWS      | American Welding Society  |
| CRSI     | Concrete Reinforcing Steel Institute                              |
| NJDEP    | New Jersey Department of Environmental Protection                 |
| OSHA     | Occupational Safety and Health Act                                |
| USEPA    | United States Environmental Protection Agency                     |
| In., or” | Inch  |
| Sq. In.  | Square Inch   |
| Cu. In.  | Cubic Inch  |
| Ft. or’  | Foot  |
| Sq. Ft.  | Square Foot   |
| Cu. Ft.  | Cubic Foot  |
| CY       | Cubic Yard  |
| SY       | Square Yard   |
| PSI      | Pounds per Square Inch  |
| PSF      | Pounds per Square Foot  |
| No. or # | Number  |
| Lb. or # | Pound   |
| F.       | Fahrenheit  |

**2026 Public Land Maintenance – Cul de Sac Islands****01301 PRECONSTRUCTION CONFERENCE**

Before submission of a Notice to Proceed, the Engineer, the Resident Project Representative, the Contractor and the Contractor's Superintendent shall attend a pre-construction conference. The purpose of this conference will be to establish the administrative procedures that will be followed during the construction period.

At the conference the Contractor shall submit to the Engineer a list of all material and equipment suppliers for review. The Contractor shall also submit his construction progress schedule indicating starting and completion dates of the various phases of construction. Procedures for handling shop drawings will be determined. The Contractor shall also submit the name and address of a responsible individual who will be available on a 24 hour basis to handle all emergency problems in connection with the project.

At the conference the Contractor shall advise the owner and the Engineer of any conflicts or ambiguities which it believes are present in the Contract Documents. The Owner and the Engineer will determine whether in fact a conflict or ambiguity does exist and will resolve such conflict or ambiguity within ten (10) days from the date of the conference. Failure of the Contractor to advise the Owner and the Engineer of any conflict or ambiguity will constitute a waiver by the Contractor for any and all claims for damages which the Contractor may allege as a result of a conflict or ambiguity in the plans or specification.

As specified in Division 1, 01400 "Submittals", the Contractor shall submit an estimated progress schedule and a bid item breakdown for all lump sum items at the pre-construction conference.

Representatives of the local police, fire, first aid, and utility companies may be invited to attend the pre-construction conference.

**01302 PROJECT MEETINGS**

Project Meetings shall be regularly scheduled weekly or as required by the Engineer for the purpose of discussing the execution of the work.

Meetings will be held at the time and place designated by the Resident Project Representative. All decisions, instructions and interpretations given by the Resident Project Representative at these meetings shall be binding and conclusive on each Contractor. The proceedings of these meetings will be recorded by the Resident Project Representative and each Contractor will be furnished a reasonable number of copies for his use and for distribution to the various subcontractors, materials suppliers, and vendors involved.

At the Project Meeting the Contractor shall inform the Engineer in advance concerning his plans for carrying on each part of the work. If at any time the Contractor's plant or equipment or his methods of executing the work appear to the Resident Project Representative to be inadequate to assure quality, or rate of progress of the work, the Resident Project Representative may order the Contractor to increase or improve his facilities or methods and the Contractor shall promptly comply with such orders, but neither compliance with such order nor failure of the Resident Project Representative to issue such orders shall relieve the Contractor from his obligation to secure the degree of safety, the

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quality of work, and the rate or progress required by the contract. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.

Review by the Resident Project Representative of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by the Owner or Engineer, or any officer, agent, or employee thereof. The Contractor shall have no claim on account of the failure or inefficiency of any plan or method so reviewed.

The Contractor shall furnish daily reports, satisfactory to the Engineer, which clearly indicate the number of men and major pieces of equipment, under his employ or his subcontractor's employ, what each trade has accomplished for the day, weather conditions, delays, accidents, and all other pertinent information. Each report shall be signed by the Contractor's Superintendent.

**01303 JOB SITE ADMINISTRATION**

The Contractor shall cooperate with all other contractors who may be performing work in behalf of the Owner and workmen who may be employed by the Owner on any work in the vicinity of the work to be done under this contract, and he shall so conduct his operations as to interfere to the least possible extent with the work of such contractors or workmen. The Contractor shall promptly make good, at his own expense, any injury or damage that may be sustained by other contractors or employees of the Owner at his hands. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and workmen of the Owner in regard to their work shall be adjusted as determined by the Resident Project Representative. If the work of the Contractor is delayed because of any acts or omissions of any other contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time.

Whenever there is interference with work under other contracts, the Resident Project Representative shall decide the manner in which the work shall proceed under each contract.

**01304 CONSTRUCTION LAYOUT**

The Contractor shall protect all private survey points he may encounter during construction. Should the improvements require that existing private survey points be removed, the Contractor shall reset points at the new property corners. This work shall be performed by the Contractor's licensed land surveyor.

The Contractor shall make all measurements and verify all dimensions necessary for the proper construction of the work called for by the Contract Documents. Any error or apparent discrepancy found shall be called to the Engineer's attention for interpretation prior to proceeding with the work.

For all work as described under 01011 "Work Under This Contract" the Engineer's Office will supply two benchmarks adjacent to the work. Where benchmarks are not available arbitrary control elevations may be used when directed by the Engineer. These (2 minimum per roadway) control elevations shall be cross-cuts in drainage inlets, sewer or other utility castings at or immediately beyond the limit of work or other structure as agreed to by the Engineer.

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The Contractor, at the conclusion of the required contract improvements is to provide to the Engineer a reproducible copy of as-built survey cross-sections along the roadway at approximately 50 foot stations beginning fifty feet before and ending 50 feet after any limits of construction indicated at all high and low points and at areas of special concern as directed by the Engineer. All catch basin top of casting and grate elevations shall be provided within the contraction limits. The sections shall be at a scale of 1' = 10" horizontal and 1" = 0.5' vertical and shall be taken transversely to the existing Right-of-Way and shall extend to include existing sidewalk on either side of the roadway or limit of disturbance under this contract. This survey shall be performed, using benchmarks as described, by a licensed Land Surveyor, registered in the State of New Jersey.

Survey cross sections are to show final spot elevations at, as minimum, edge of pavement, top of curb, centerline, high point of roadway, near and far edges of sidewalk and any high and low points. The cross-sections are to be signed and sealed by the Contractor's Surveyor.

There will be no staging area provided for this Contract, the Contractor must provide his own means for a staging area in coordination with the Engineer.

*No specific payment of the work under this section will be made, but all costs thereof shall be included in the price bid for the various bid items and lump sum items in the bid.*

**01400**    SUBMITTALS**01401**    NOTICE TO PROCEED

The Owner will submit to the Contractor a written "Notice to Proceed", stating a date on which it is expected that the Contractor will start the work.

Contract time shall commence on the date specified on the Notice to Proceed.

**01402**    SCHEDULES

At the pre-construction conference or prior thereto, the Contractor shall submit to the Engineer for review an estimated progress schedule indicating the starting and completion dates of the various stages of the work.

The Contractor shall submit to the Engineer such schedule of quantities and costs, progress schedules, reports, estimates, records and other data as the Engineer or Owner may request concerning work performed or to be performed under this contract.

**01403**    CERTIFICATES OF INSURANCE

Within Ten (10) days after receipt of notification that the contract agreement is ready for signature but before the Contract is signed, the Contractor and each subcontractor shall furnish the Owner with satisfactory proof that each has obtained the insurance described below from insurance companies or underwriters satisfactory to the Owner, and shall keep such insurance enforced until the Contractor or Subcontractor shall have fully and satisfactorily performed each and every obligation assumed hereunder, including the removal of all tools, equipment, implements, machines, surplus material, employees, agents or representatives from the Owner's premises.

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All notices shall name the Contractor and identify the Agreement. All policies with the exception of Worker's Compensation shall be endorsed naming the Municipality as additional insured. All policies shall require that the insured will pay all defense claims and any judgments entered therein. It is expected that all policies will be issued on an "occurrence" basis. The Municipality may waive or modify any requirements stated herein if the Municipality, in its sole judgment and discretion, deems it would be in its best interest to do so.

**Workers' Compensation and Employer's Liability Insurance**

The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance Coverage B and Employer's Liability Insurance, as required by applicable state law for all his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless the employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. Employer's Liability insurance limit shall be \$1,000,000. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause such Subcontractor to provide adequate Employer's Liability Insurance for the protection of such of his employees as are not otherwise protected.

**Contractor's General Liability Insurance and Contractor's Property Damage Insurance**

The Contractor shall procure and shall maintain during the life of this contract, Contractor's General Liability Insurance and Contractor's Property Damage Insurance including independent Contractor's Completed Operations and Contractual Liability Insurance in the following amounts:

Bodily Injury: \$1,000,000 (single limit of per occurrence) & \$3,000,000 annual aggregate.  
Property Damage: \$250,000 (single limit of per occurrence) & \$1,000,000 annual aggregate.

Policies shall contain a provision or endorsement providing insurance protection against property damage caused by explosion and collapse and against damage to or interference with underground tanks, pipes, cables, conduits, ducts, foundations and other such facilities.

In addition to the above, the Contractor shall purchase and deliver to the Owner an Owner's Protective Liability Policy with the same limits as above. The named insured shall be the Township of West Windsor. The Engineer shall be named as additional insured on this policy.

**Contractor's Comprehensive Automobile Liability Insurance**

The Contractor shall procure and shall maintain during the life of the Contract automobile liability insurance for owned, non-owned and hired vehicles in the following amounts:

Bodily Injury: \$1,000,000 (single limit of per occurrence) & \$3,000,000 annual aggregate.  
Property Damage: \$250,000 (single limit of per occurrence) & \$1,000,000 annual aggregate.

**2026 Public Land Maintenance – Cul de Sac Islands**Builder's Risk Insurance

Until the project is completed, the Contractor shall maintain Builder's Risk Insurance in an amount equal to the bid price of the Contract. The insurance shall, as a minimum, insure against the perils of fire, extended coverage, vandalism, malicious mischief, and collapse. The coverage shall be extended to include as named insured: the Owner, the Engineer, and each of their officers, employees and agents.

Environmental Impairment Liability Insurance

The Contractor shall obtain an Environmental Impairment Liability (Pollution Policy) with a minimum combined single limit of liability of \$1,000,000 per occurrence with a \$2,000,000 annual aggregate. Said policy shall be written on an occurrence form with a minimum five (5) year sunset clause on coverage for completed operations.

The policy must provide for defense of the first named insured as well as the Entity, its officers, employees, agents or servants, all of whom are to be endorsed to the policy as additional insured.

The policy must include coverage for the removal, clean-up and remediation of any and all pollutants at an operational exposure or while in transit due to the negligence of the Contractor. Further, said policy must provide bodily injury and property damage liability coverage resulting from or directly related to a pollution event involving the Contractor. A true specimen of the policy must be forwarded to the Entity prior to execution of the agreement.

Additional Terms

Liability insurer shall agree to pay on behalf of the Contractor or Subcontractor, all sums which they shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefore, sustained by any person, or because of the injury to or destruction of property, including the loss thereof, in consequence of occurrences that actually or allegedly arise out of the work required by the Contractor or anything incidental thereto

All insurance certificates shall stipulate that the insurance will not be changed or canceled without giving ninety (90) days prior written notice to the Owner by registered mail. The Contractor shall furnish the Owner with certified certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of the policies. Specific reference to the contract shall be made in all policies.

Indemnification

The Contractor shall indemnify, defend, and hold harmless the municipality, its consultants, its respective officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the duties, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Customer, its officers, agents, servants, or employees and/or any other person or

**2026 Public Land Maintenance – Cul de Sac Islands**

persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent. The Contractor shall furnish evidence to the municipality that with respect to accomplishing the work in the Agreement, it carries said Contractual Liability Insurance in the amounts specified above.

**Subcontractors**

Subcontractors shall be required, by the General Construction Contractor, to provide the same types of insurance with the same limits, as described above. The Contractor shall not allow any Subcontractor to commence work on his subcontract, until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

Certificates and policies of Insurance as required of the Subcontractor must be available upon demand to the Engineer and Owner.

**01404 COST BREAKDOWN FOR LUMP SUM BIDS**

The Contractor shall submit at the pre-construction conference a complete breakdown of each lump sum bid item showing the value assigned to each part of the work and shall be reviewed for approval by the Engineer.

**01405 SAMPLES**

All materials furnished by the Contractor to be incorporated in the work shall be subject to the review and inspection of the Engineer. No material shall be processed or fabricated for, or delivered to, the work without prior review of the Engineer, except at the risk of the Contractor.

The Contractor shall submit to the Resident Project Representative notarized certification of compliance from all material suppliers.

When required by either the plans or the specifications, the Contractor shall submit samples of materials to demonstrate that the materials conform to the specifications. Such samples shall be furnished, taken, stored, packed, and shipped as directed, at the expense of the Contractor.

All samples shall be packed so as to reach their destination in good condition and shall be so labeled as to indicate the materials represented, the name of the work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall describe the samples in the letter. In no case shall the letter of notification be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, to permit consideration, inspection, testing, and review before the materials are necessary for incorporation in the work. Any delay resulting from his failure to do so shall not be used as the basis of a claim against the Owner or the Engineer.

After review of the samples, or reports, the materials used in the work shall correspond therewith.

**01406 SHOP DRAWINGS**

**2026 Public Land Maintenance – Cul de Sac Islands**

The Contractor shall submit to the Engineer for review the shop drawings for all prefabricated work and for all manufactured items required to be furnished in the Contract as required by the specifications.

When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

By approving and submitting shop drawings, the Contractor represents that he has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers and similar data, and that he has reviewed and coordinated the information in the shop drawings with requirements of the work and the Contract Documents.

Engineer's review of the Contractor's shop drawings shall be considered as a service given as assistance to the Contractor in interpreting the requirements of the contract and in no way shall it relieve the Contractor of any of his responsibilities under the contract. Any fabrication, erection, setting or other work done in advance of the receipt of shop drawings returned by the Engineer and notes as "No Exception Taken" shall be entirely at the Contractor's risk.

The Engineer's review will be confined to general arrangement and compliance with the Contract plans and specifications only and will not be for the purpose of checking dimensions, weights, clearances, fittings, tolerances, interferences or coordination of trades. Shop drawings submitted by subcontractors shall be sent directly to the Contractor for approval. The Contractor shall be responsible for their submission to the Resident Project Representative.

The Contractor shall thoroughly check all subcontractor's shop drawings as regards to measurements, sizes of members, materials and details to satisfy himself that they conform to the contract plans and specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the Subcontractor by the Contractor for correction before submitting them to the Engineer. All details on shop drawings submitted for review shall clearly show the relation of the various parts and where the work depends upon field measurements; such measurements shall be obtained by the Contractor and noted on shop drawings before being submitted for review.

Sufficient space on the shop drawings near the title box should be provided for stamps and review comments. The shop drawings shall bear the initials of the Detailer's checker prior to submission. All dimensional coordination shall be done by the Contractor or his Detailer.

All submissions shall be properly referenced to indicate clearly the specification section, location, service and function of each particular item. All submissions for one item or group of related items shall be complete. Where manufacturer's publications in the form of catalogs, pamphlets, or other data sheets are submitted in lieu of prepared shop drawings, such submissions shall specifically indicate the time for which review is requested. Identification of item shall be made in ink and submissions showing only general information are not acceptable.

If the shop drawings contain any departures from the contract requirements, specific mention thereof shall be made in the Contractor's letter of transmittal. Where such departures require revisions to layouts or structural changes to the work as shown, the Contractor shall, at his own

**2026 Public Land Maintenance – Cul de Sac Islands**

expense, prepare and submit revised layout drawings for review. Revision drawings shall include design calculations prepared by a professional engineer. Such drawings shall be the same size as the contract drawings unless specified otherwise.

The Contractor shall coordinate all reviewed equipment shop drawings with shop drawings of related new and altered structures, supports, piping, electrical and mechanical work to insure proper accommodation of the furnished equipment. Shop drawings for structures, supports, piping, electrical and mechanical work, which are contingent upon the specific equipment furnished, shall not be submitted until the equipment shop drawings have received final acceptance.

No work shall be done upon any part of a structure until the necessary review is conducted by the Engineer.

Six (6) sets of all shop or working drawings shall be submitted, unless otherwise specified, to the Resident Project Representative through the Contractor. If requested by the Contractor and acceptable to the Engineer, initial shop drawings submitted by the Contractor may consist of two (2) copies and a sepia. Only drawings which have been checked and corrected by the material fabricator should be submitted. The Contractor shall be responsible for the prompt submission of any shop or working drawings, so that there shall be no delay to the work due to the absence of such drawings. Shop drawings shall be either 8 1/2 by 11 inches or 24 by 36 inches.

The two (2) copies of reviewed shop drawings will be returned to the Contractor.

Before final acceptance is made the Contractor shall deliver to the Resident Project Representative two (2) complete bound sets of final accepted shop drawings applicable to the contract for the Owner's permanent file. Reproducible (8-1/2 X 11 or 24 X 36 inches) may be required by the Engineer.

**2026 Public Land Maintenance – Cul de Sac Islands**01407 VIDEOTAPING

N/a

01408 NOTARIZED CERTIFICATION OF COMPLIANCE

N/A

01409 SCHEDULE OF VALUE

N/A

01410 DAILY REPORTS

The Contractor shall furnish daily reports satisfactory to the Engineer, which clearly indicate the number of men and major pieces of equipment, under his employ or his subcontractors' employ, what each trade has accomplished for the day, weather conditions, delays, accidents and all other pertinent information. Each report shall be signed by the Contractor's Superintendent.

01411 WARRANTIES AND BONDS

Before final payment, the Contractor shall execute and submit to the Owner the following documents:

1. Maintenance Bond
2. Contractor's Affidavit
3. Contractor's Release
4. Statement of the Surety Company
5. Notarized certification by the Contractor and all subcontractors that they have paid all employees performing work under this Contract in accordance with the minimum wage rates set forth in the General Conditions section of this Contract.

01600 TEMPORARY FACILITIES AND TEMPORARY CONTROLS01601 MOBILIZATION

No payment will be made for mobilization with this contract.

01602 UTILITIES

The locations of underground utilities, if shown on the Contract Documents, are approximate only. The Contractor shall make all arrangements and liaison as necessary with the Utility Companies concerned to mark out their lines, structures and appurtenances by coded symbols on the pavement or marked stakes, in accordance with the Underground Facility Protection Act, N.J.S.A. 48:2-73 et seq. This mark-out shall be completed prior to the start of any construction. The Contractor shall notify the Utility Companies a minimum of three (3) days in advance of the time he proposes to perform any work by way of the One-Call Damage Prevention System. A copy of the One-Call project verification number shall be provided to the Engineer.

The Contractor shall protect and preserve all existing utilities except where same are clearly indicated to be removed and/or relocated by the Contract Documents. Any disruption of the utility service shall be coordinated in advance so as to reduce the duration of outage of service to the minimum reasonably possible. Advance notification of outages shall be provided to the Owner and Engineer as soon as

**2026 Public Land Maintenance – Cul de Sac Islands**

possible, and to affected properties a minimum of seventy-two (72) hours prior to actual outage occurring.

The Contractor shall adjust or raise to final grade before paving all utility castings within overlayment and reconstruction areas. The castings shall be raised with brick and mortar, concrete block and mortar, grade rings, or in conformance with utility company's requirements and as directed by the Engineer. Temporary asphalt shall be placed around all castings as necessary to avoid excessive or abrupt changes in grade. Drainage inlets shall not be raised to grade in advance except as directed by the Engineer.

No separate payment shall be made for any of the associated work described under this item, and all such costs shall be included under the various items of the Contract as listed in the Bid.

**01603 TEMPORARY SANITARY FACILITIES**

The General Contractor, from the commencement of the job, shall provide sufficient and sanitary toilet room facilities for the use of all employees on the work. Facilities are to be located in a discreet location, with sensitivity to surrounding properties and uses. The facilities are to be maintained in a sanitary condition through the duration of the project. At the completion of the job, they are to be cleaned out and removed. All sanitary facilities shall conform to Board of Health, State and local requirements.

**01604 MAINTENANCE AND PROTECTION OF TRAFFIC**

The Contractor shall submit for review prior to the initiation of any construction his proposed construction schedule and plan for the sequence of operations and maintenance and protection of traffic. The Contractor shall provide sufficient traffic protection devices, flagmen and uniformed traffic directors, if required, in full accordance with the Manual on Uniform Traffic Control Devices to protect the work and workmen, and further shall conduct his operations in such a manner so as to permit one lane in each direction to be open to traffic at all times.

There shall be no construction, maintenance operations or utility work on any street or highway in the Township before the hour of 9:00 a.m. or after 4:00 p.m. This time limit may be adjusted to permit work prior to 9:00 a.m. or after 4:00 p.m. by the officer in charge of the Traffic Safety Division of the West Windsor Township Police Department. If it is determined by the officer in charge that the construction or maintenance operations prior to 9:00 a.m. or after 4:00 p.m. would substantially delay traffic or cause a safety or health hazard the work shall then be permitted only between 9:00 a.m. and 4:00 p.m.

Traffic detours shall not be permitted unless approved by the officer in charge of the Traffic Safety Division and the Township Engineer.

Traffic directors shall be posted at all construction or maintenance sites when determined by the officer in charge of the Traffic Safety Division or the Township Engineer that same is necessary to provide for the safety and expeditious movement of traffic.

The Traffic Safety Division of the West Windsor Township Police Department shall have the authority to stop work, including the removal of equipment and vehicles, stored material within the street right-of-way, back-filling of open excavations, and/or other related work, in order to abate any nuisance and/or safety hazard or for any violation of this section.

**2026 Public Land Maintenance – Cul de Sac Islands**

The Contractor shall be aware that throughout the construction period the Contractor is to maintain two lanes of traffic except where an approved detour route is maintained. However, during his normal daily work period one lane may be permitted with appropriately stationed uniformed traffic directors, and traffic control devices. The Contractor's methods shall be in conformance with the requirements of the local Traffic Safety Officer.

The Contractor shall maintain traffic and protect the public from damage to persons and property within the limits of and for the duration of the Contract. Traffic shall be maintained over a reasonably smooth traveled way which shall be so marked by signs, delineation, or other methods that a person who has no knowledge of conditions can safely, and with a minimum of discomfort and inconvenience, ride, drive or walk over all or any portion of the contract under construction where traffic is to be maintained.

The Contractor is placed on notice that the maintenance and protection of traffic during construction is considered as important and necessary an item of work as is the actual construction itself. The Contractor shall at all times conduct his operation in a manner to protect the safety of not only the motorist but also the pedestrian and his own employees.

The Contractor shall cease all work in existing roads when a snow warning has been issued by the weather department. The Contractor shall not be responsible for snow removal on any of the roads in which he is working. He shall, however, park his equipment in such a manner as not to hinder the removal of snow by other agencies. The Contractor shall make suitable provisions to mark the locations of equipment and all obstructions in the event of deep snow.

Any restriction or diversion of traffic at any time shall be subject to the review of the Resident Project Representative.

Review by the Resident Project Representative of the Contractor's traffic control system shall in no way relieve the Contractor from his full responsibility for the maintenance and protection of traffic.

The Contractor shall provide access for emergency vehicles at all times on all roads in which he is working.

Except as necessary during actual working hours, and then only with the specific acceptance of the Resident Project Representative, the Contractor shall not occupy with his equipment, materials or personnel, any roadway or sidewalk area within or adjacent to the project that is open to traffic.

The Contractor shall erect, and maintain in good condition, barricades, warning signs, flares, yellow traffic flasher units, rubber traffic cones, and other warning and danger signals and devices, appropriate and adequate for the specific need and subject to the Engineer's acceptance, at work sites, open excavations, locations of material storage standing equipment and other obstructions. Lights shall be maintained between sunset and sunrise.

The Contractor shall provide construction signs for each direction of traffic on all roads affected by the work of the project.

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The signs shall bear no symbols or message, and support no sign, other than specified above. All signs and traffic control devices shall conform to the requirements of the New Jersey State Department of Transportation and the manual on Uniform Traffic Control Devices, latest edition.

All signs shall be erected and maintained in a substantial manner acceptable to the Resident Project Representative and shall be maintained so as to provide maximum visibility and legibility at all times.

The Contractor shall provide sufficient watchmen and traffic directors and shall take all other precautions, including any which may be ordered by the Resident Project Representative, that may be necessary for the safety of the public and protection of the work. Watchmen shall patrol hourly and replace missing flares and other lighting units.

Competent, trained and uniformed traffic directors shall be employed at every point where the Contractor's equipment is working immediately adjacent to, or is entering, leaving or crossing active traffic lanes and at all traffic detours. Contractor is directed that Uniformed Traffic Directors are required as per the direction of the West Windsor Township Police Department. Contractor shall contact the department at (609) 799-1222 to discuss the traffic control operation. All scheduling of uniformed traffic directors will be coordinated through VCS Software (Jobs4Blue) as directed by the West Windsor Township Police Department.

The traffic directors shall be employed continuously for the full time such conditions exist.

The Contractor shall in coordination with the Resident Project Representative establish tentative dates for new traffic patterns. These dates shall be finalized five (5) working days prior to the establishment of the new traffic patterns resulting from stage construction and ten (10) working days prior to the establishment of a detour for the closing of any roadways.

No equipment or machinery having caterpillar or other heavy treads that mar or damage pavements shall be permitted to move over or operate from newly constructed or existing pavements unless such equipment or machinery is moved on suitable pontoons or trailers.

Any damage to newly constructed or existing pavements caused by the Contractor's operations shall be repaired by the Contractor where and as directed by the Resident Project Representative, at the Contractor's expense, or the repairs will be made by others and the cost of such repairs will be charged against the Contractor.

The Contractor shall provide for prompt removal from existing roadways and sidewalks of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by this hauling and other operations whenever the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements or create a traffic hazard.

The Contractor shall provide means of access for pedestrian and vehicular traffic at all private driveways and occupied buildings affected by the work of this Contract. During construction in the vicinity of a driveway, the access at the driveway entrance shall be plainly marked by lights, torches and such other devices as meet with the acceptance of the Engineer.

***No specific payment of the work under this section will be made, but all costs thereof shall be included in the price bid for the various bid items and lump sum items in the bid.***

**2026 Public Land Maintenance – Cul de Sac Islands**01700 PRODUCTS01701 TRANSPORTATION

The Contractor shall assure that all equipment and material delivered to the project site is in good condition. The Contractor shall coordinate with his suppliers to insure timely deliveries so as not to delay construction.

01702 HANDLING

The Contractor shall take whatever measures are necessary to provide for adequate handling of the equipment and materials.

01703 STORAGE

Areas used for storage and stockpiling shall be satisfactory to the Engineer and avoid environmentally sensitive areas, including but not limited to areas such as wetlands, floodplains or mature vegetated areas. All areas shall be protected against erosion and restored to a condition equal to that existing prior to use.

01704 PROTECTION

It shall be understood that the responsibility for protection and safekeeping of materials and equipment on or near the site will be entirely that of the Contractor and that no claim shall be made against the Owner by reason of any act of an employee or trespasser.

Should the occasion arise necessitating access to a site where material and equipment are stored, the Contractor owning such material and equipment shall move same at no cost to the Owner except if the original site had been accepted by the Owner.

01705 NAMEPLATES

Each unit of equipment shall have the manufacturer's name or trademark on a corrosion-resistant nameplate securely affixed in a conspicuous place. The manufacturer's name or trademark may be cast integrally with a stamp, or otherwise permanently marked upon the item of equipment. Such other information as the manufacturer may consider necessary to complete identification shall be shown on the nameplate.

01802 FINAL CLEAN UP

Before the final acceptance by the Engineer, the Contractor shall remove from the site all equipment, temporary work, unused and useless materials, rubbish and temporary buildings, shall repair or replace in an acceptable manner fences or other private or public property which may have been damaged or destroyed on account of the prosecution of the work, shall fill all depressions and water pockets on public and private property caused by his operations, shall clean all drains and ditches within and adjacent to the site which have been obstructed by his operations, and shall leave the site and adjacent public and private property in a neat and presentable condition wherever his operations have disturbed conditions existing at the time of starting work. The Contractor shall procure and submit to the Resident Project Representative signed statements from property owners affected that

**2026 Public Land Maintenance – Cul de Sac Islands**

he has fulfilled his obligation in the matters enumerated above with regard to their respective properties.

**01803 FINAL INSPECTION**

Prior to making the final payment and at a time mutually agreeable to the Owner, Engineer and Contractor, the Engineer will make a final inspection of the work and report to the Owner his findings.

All deficiencies noted by the Engineer at the time of this inspection shall be corrected by the Contractor before the Owner will authorize final payment

**01804 OSHA STANDARDS**

All work done under the terms of this contract shall conform to the requirements of any applicable local, state or federal codes, laws or agencies. The contractor's attention is directed to the Occupational Safety and Health Act (OSHA). All work shall conform to the requirements of current OSHA standards. If there is a conflict between the method of work specified and the applicable OSHA standard, the OSHA regulation shall prevail. Anything not specifically mentioned in these Specifications, but usual in work of this character, must be done by the Contractor as if it were written herein. All safety violations shall be corrected immediately upon receipt of notice of violation. Successful Contractor shall be licensed in the State of New Jersey and shall conform to all safety requirements as outlined in local, state and federal laws. Successful Contractor shall supply copy of New Jersey State Journeyman's Certificate for each employee who will work on municipality facilities. All personnel shall at all times wear approved protective clothing, safety vests and any other equipment required to meet current OSHA standards. They will obey all traffic and safety rules and regulations and shall not create any hazardous conditions within their operation.

**01805 WORKERS RIGHT-TO-KNOW ACT**

As required by the Worker's Right-To-Know Act, material safety data sheets must be submitted with signed Contract Documents, where applicable, concerning hazardous substances.

Any and all direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) per N.J.A.C. 8:59-1.3.

"Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons per N.J.A.C. 8:59-1.3.

General information and labeling assistance for bidders is found on the New Jersey Department of Health and Senior Services Right-to-Know Program website at:

[www.nj.gov/health/eoh/rtkweb/](http://www.nj.gov/health/eoh/rtkweb/)

## Public Lands Landscape – Cul de Sac and Street Trees

**DIVISION II**SPECIFICATIONS FOR STREET TREE, CUL DE SAC AND TRAFFIC ISLAND  
LANDSCAPE MAINTENANCE AND REPLACEMENT**A. GENERAL**

The work under this contract includes the furnishing of all labor, materials and equipment necessary or required to provide turfgrass, planting bed, tree, shrub and ground cover maintenance between March and December 31 in the calendar year of the bid (and option years) (including but not limited to mowing, mulch, weed removal, prune, clean etc.) for;

- One Hundred and Eighteen (118) Township Cul de sac islands on streets listed in appendix A and as located on the street map.
- Thirteen (13) Township road median landscape islands on streets listed in appendix A and as located on street map.

The scope of this project shall also include the removal (felling, disposal of trunk and branches, removal of root ball for small trees) (stump grind shall be separate bid item) and replanting (in space adjacent) of approximately – 50 Township street trees; 5 Township park trees; 50 Township cul de sac island or park shrubs; and seeding of 5,000 sf of lawn, as directed by the Township. More specifically, street trees to be removed shall range in size from 2” caliper to 18” diameter breast height with an average size of 12” dbh. Shrubs to be removed shall range in size from 12” height to 60” height with an average size of 36” height. Replacement plants of the species specified in the bid, shall be provided at the sizes specified in the bid or approved equal.

This contract shall include all work set forth and described in the contract documents for West Windsor Township – Public Lands Landscape - Cul de sac and Street Trees Maintenance and Replacement, in accordance with the following general conditions.

- 1) The limit of this contract shall be the property bounds of the property or street Right of Way as described on the Township tax maps and/or as monumented on each site, including the Township R.O.W. to a point six inches beyond the face of curb for all road frontage for these lots. The limit of all planting islands (cul-de-sac or traffic) shall be the entire island extending to a point six inches beyond the face of curb.
- 2) The equipment, materials, soil amendments, herbicides or insecticides utilized to perform this work shall be of a type, size or strength typically utilized for residential applications subject to approval by the Township. **Organic herbicides or insecticides shall be the preferred and first choice for all applications.** All soil amendments and chemical agents utilized to perform tasks on-site shall be properly handled, stored and applied by licensed professionals. All equipment shall be in good working order, be properly equipped with all safety devices, have sharp cutting blades and be properly operated. Unused materials shall be removed from the site immediately after the application has been made. Storage of equipment or material on any site shall not be permitted without written consent from the Township.
- 3) It is the intent of these specifications and plans to describe the level of performance required to maintain these areas. Any work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for.
- 4) The contractor shall comply with all local, county, state, and federal laws, regulations, rules, standards or lawful orders which may govern upon the work required to complete the maintenance of these areas.

Public Lands Landscape – Cul de Sac and Street Trees

- 5) Prior to the commencement of work the contractor shall notify the Township of any irregularities etc. which may exist in any portion of the site which the contractor considers to be beyond the scope of this contract, or prohibitive to the contractor's ability to complete the work.
- 6) All notification to the Township referenced herein shall be in written form.

*It is the intention of West Windsor Township to award a contract for Public Lands Maintenance. Under the Local Public Contracts Law, N.J.S.A. 40A: 11-15(7), Township is permitted to renew this contract for two years after the first year for a total of three years. Therefore, Township is requesting costs for three years. The Township reserves the right to renew this contract through two successive year if desired by the Township. The determination for renewal will be made each year*

B. INSPECTION – INCOMPLETE WORK

All areas covered by this contract shall be periodically inspected by the contractor, a minimum of once every two weeks. It shall be the contractor's responsibility to monitor these areas. During or as a result of this inspection the contractor shall perform the following tasks as necessary:

1. Immediately notify the Township of any plant diseases, fungus or insect infestations which are observed affecting any of the trees, shrubs, lawn or meadow grasses.
2. Immediately notify the Township of any unsafe conditions, dead, damaged or worn structures plants.
3. Remove all undesirable or unnatural litter, debris and weeds. **Organic herbicides (e.g. Jonathon Green "Avenger"; Bonide – "Burn Out" or approved equal) shall be the preferred and first choice for any application to control weeds. If organic herbicides are applied, then a follow-up application within one week of the initial application shall be scheduled and implemented. All applications shall be made in accordance with product specifications including timing of application relative to anticipated rainfall.**
4. Properly dispose all litter, debris, weeds, limbs, branches, rocks, silt or other materials which are to be removed or pruned, off-site to a facility designed to handle the material removed.

At the commencement of this contract the contractor shall designate a foreman as the lead contact responsible to receive and respond to all questions, comments or requests from the Township concerning the task covered by this contract or additional services. On the fourth Monday of every month, or an otherwise agreed upon date, the foreman shall meet with a Township representative to observe all areas under contract. The purpose of this meeting shall be evaluation of the work performed in the given month. **Any deficiencies noted during this inspection shall be considered unperformed work and payment for the line item that is inclusive of the deficient tasks shall be deducted from the contract for the month observed.**

No specific payment shall be made for inspections these costs are to be included in maintenance costs.

C. LANDSCAPE MAINTENANCE

The landscape islands listed in this bid and identified on the enclosed plans shall be maintained by safe and appropriate means in conformance with the following specifications:

- I. Lawn Areas – Islands noted as "Lawn" on the project list.
  - a) Lawn areas (turfgrass and weeds) shall be mowed a minimum of once every ten days during the growing season (April 1 to October 30). Grass should be mowed to a height not less than two and one-half inches. The grass height shall not exceed five inches in height. No more than one-third of the grass blades shall be removed with each mowing session. Optimally, grass should be mowed when it achieves a height of four inches.

Public Lands Landscape – Cul de Sac and Street Trees

2. Planting Beds – Islands noted as P or S - “Planted and Stone” on the project list.
  - a) All planting beds, including decorative stone beds, shall be weeded monthly and maintained free of weedy herbaceous or woody plants. Failure to remove and maintain beds in a weed free condition shall be considered non-performance of this task.
  - b) **Organic herbicides (e.g. Jonathon Green “Avenger”; Bonide – “Burn Out” or approved equal) shall be the preferred and first choice for any application to control weeds. If organic herbicides are applied, then a follow-up application within one week of the initial application shall be scheduled and implemented. All applications shall be made in accordance with product specifications including timing of application relative to anticipated rainfall.**
  - c) Mulch application or replenishment is not required for islands noted as P – Planted or S – Stone on the project list.
3. Mulch Beds – Islands noted as M - “Mulched” on the project list.
  - a) All planting beds, including decorative stone beds, shall be weeded monthly and maintained free of weedy herbaceous or woody plants. Failure to remove and maintain beds in a weed free condition shall be considered non-performance of this task.
  - b) **Organic herbicides (e.g. Jonathon Green “Avenger”; Bonide – “Burn Out” or approved equal) shall be the preferred and first choice for any application to control weeds. If organic herbicides are applied, then a follow-up application within one week of the initial application shall be scheduled and implemented. All applications shall be made in accordance with product specifications including timing of application relative to anticipated rainfall.**
  - c) Mulch beds and tree rings are to be replenished a minimum of once a year in April or May with shredded hardwood mulch and as necessary thereafter to maintain a minimum depth of two inches, but not exceeding four inches. Mulch shall not be applied within 4” of the tree trunk.
  - d) Mulch beds shall be fully weeded and treated with organic pre-emergent herbicide in spring in accordance with the manufacturer’s specifications. Follow-up applications of herbicides shall be made as needed to maintain weed free beds. Township must be notified prior to application. Failure to notify the Township of application shall result in non payment for this area.
4. Trees and Shrubs – All islands
  - a) Prune any damaged, or dead branches of trees or shrubs (up to 6” in diameter) when observed or as directed by the Township. Prune any sucker growth on trees when observed or as directed. All cuts shall be made with the appropriate tool. All blades shall be sharp. Cuts shall be made at the edge of the branch collar or just beyond a vegetative bud or stem. Cutting which results in a stub greater than one-half inch or a flush wound shall be avoided. The contractor shall be responsible for the treatment or replacement of improperly pruned trees or shrubs.

b) All shrubs and groundcover shall be pruned free of dead as necessary to maintain healthy vigorous plants. Branches (dead or living) that extend onto or over sidewalks or curbs shall be pruned to eliminate potential conflicts with use of the street or walk. All pruning shall promote a natural (not sheared) appearance. Juniper (or other ground cover plants) on cul-de-sac islands may extend over the curb, but shall be pruned when the plants touch the street. Juniper shall not be pruned in a straight line or beyond the back of the curb. All shrubs on cul-de-sac island must be trimmed to a height not-to-exceed 30 inches, except shrubs that already exceed this height due to the natural habit of the plant.

5. Measurement and Payment for landscape inspection and maintenance will be made on a monthly basis in accordance with the percentages listed in the payment schedule provided in General Conditions 8.2, subsequent to acceptance by the Township Landscape Architect or Engineer and subject to any deductions and retainage applied in accordance with the project specifications.

D. TREE / SHRUB REMOVAL and PLANTING

1. Extent of work under this item shall include the removal and replacement of dead trees ranging from 2" to 24" diameter breast height, averaging 12" (trees) as directed by the Landscape Architect or Engineer at various locations throughout the Township throughout the span of this contract. This will include plants predominately in cul de sac islands or at the edges of roads - street trees, but may include some plants in open space park areas or detention basin areas.
2. Extent of work under this item shall also include the removal and replacement of dead or overgrown shrubs (root stumps included) ranging from 1' to 5' height, averaging 3' height (shrubs) as directed by the Landscape Architect or Engineer at various locations throughout the Township throughout the span of this contract. This will include plants predominately in cul de sac islands , but may include some plants in open space park areas or detention basin areas.
3. The Contractor shall supply all equipment, materials and labor to complete the "Landscape Work" as described, which includes the following.
4. All plant material shall conform to the current issue of the American Standard for Nursery Stock published by the American Association of Nurserymen (ANSI-Z60.1). Plant species and quantities may be modified to species of equal value as directed by the Landscape Architect.
5. All plant material shall be from a local source (within 100 miles of Central New Jersey). Material from sources outside this area must be approved by the Township. Contractor shall supply information regarding the source nursery location prior to order of plant materials.
6. Contractor shall provide healthy, vigorous stock grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, larvae, eggs and defects such as knots, sunscald, injuries, abrasions or disfigurement.
7. Balled and burlapped plants shall be dug with firm rootballs free of noxious weeds. There shall be no excess soil on the top of the rootball or around the trunk. Ball sizes shall be accordance with American Association of Nurserymen Standards .

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Public Lands Landscape – Cul de Sac and Street Trees

8. The Contractor shall furnish quantities necessary to complete the planting of replacement plants as shown on the bid list or approved equal. All plants shall be typical of their species, cultivar or variety, have normal growth habits, straight trunks, well developed branches, dense foliage, vigorous root systems, and freedom from defects and injuries. The Contractor shall provide freshly dug plant material. Trees and shrubs shall not be bent or tied in such a manner as to damage bark, break branches or destroy natural shape. Damaged material will be rejected.
9. The Contractor shall, in loading and unloading or handling plants, exercise the utmost care to prevent injuries to the branches or roots. The solidity of the rootball shall be carefully preserved. Plants delivered with broken rootballs will be rejected.
10. Planting shall include hardwood mulch or stone to match existing, around the plant to a dimension two times the diameter of the root ball.
11. Contractor shall coordinate with the Township to proceed with, and complete, landscape work as requested and as appropriate relative to seasonal limitations.
12. Contractor shall determine location of underground utilities and shall perform work in a manner which will avoid possible damage, hand excavating as required. Notification of utility companies shall be the Contractors responsibility.
13. During landscape work keep pavements clean and work area in an orderly condition.
14. When landscape work is completed, including maintenance, the Engineer and Landscape Architect will, upon request, make and inspection to determine acceptability.
15. When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by Landscape Architect and Engineer and found to be acceptable. Remove rejected plantings and materials promptly from project site.
16. The Contractor shall guarantee all plant material installed under this Contract for a period of one (1) year after the Landscape Architect's final acceptance of all planting at no additional cost to the Owner.
17. The Contractor shall replace any trees, shrubs or plants that are dead or that are, in the opinion of the Landscape Architect, unhealthy, unsightly or have lost their design value or natural shape because of dead branches, excessive pruning, vandalism, wind, snow, ice or inadequate or improper maintenance. All the above mentioned material will be removed immediately upon direction of the Landscape Architect and replacement planting is to be done no later than the succeeding season.
18. Deciduous Plants: Topsoil mixture for backfilling planted areas shall consist of four (4) parts by volume of topsoil thoroughly mixed with one (1) part of sand and appropriate tree fertilizer.
19. Evergreen Plants: Topsoil mixture for backfilling planted areas shall consist of three (3) parts by volume of topsoil thoroughly mixed with one (1) part of peat moss or humus and appropriate tree fertilizer.
20. All fertilizer shall be granular pills, packets or pellets with 35% to 80% of the total nitrogen in a slow release form. For trees, shrubs and groundcover fertilizers with a ratio of 4-1-2 (i.e. 24% nitrogen, 6% phosphorous and 12% potassium) shall be used. Apply to each tree in accordance with manufacturer recommendations for newly planted trees.
21. Shredded Hardwood Bark Mulch shall be composted, shredded hardwood bark (or pine bark with less than 10% sapwood), dark brown in color, or approved equal. Material shall be uniform in size, free of foreign matter and suitable for topdressing of trees, shrubs or plants. Samples shall be submitted to Landscape Architect for approval prior to purchase and delivery. All plants shall be mulched above the root ball to 4" depth.

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Public Lands Landscape – Cul de Sac and Street Trees

22. Wood stakes caliper shall be 3" diameter cedar, or approved equal, for vertical staking of trees. See tree staking detail for lengths and quantity of stakes. Use wood stakes only where indicated on plan. Tree staking wire shall be 12 gauge galvanized annealed steel, or approved equal, double strand, twisted. Hose shall be corded rubber, uniform in color and not less than 1/2" inside diameter. Tree wrap shall be of burlap, first quality, at least 8 oz. in weight. No paper wrapping shall be permitted.
23. Provide plants of height and caliper scheduled or shown and with branching configuration recommended by ANSI-Z60.1 for type and species indicated and specified in the planting schedule. Provide single stem trees except where otherwise specified. Provide balled and burlapped material unless otherwise specified. Provide shrubs of height and/or spread scheduled or shown and with not less than the minimum number of canes required by ANSI-Z60.1 for type and height indicated. Provide balled and burlapped material unless otherwise indicated. Container grown shrubs will be acceptable in lieu of balled and burlapped material, upon approval of the Landscape Architect, and subject to ANSI- Z60.1 specifications for container grown stock.
24. For any necessary repair work provide grass seed mixture composed of cultivated varieties of turf type tall fescue, perennial rye and blue grass species, proportions and minimum percentages of purity, germination and maximum percentage of weed seed as appropriate for the area being seeding relative to distributor recommendations. Seeding rate shall be as specified by the distributor.
25. Plant Removal and Excavation of Planting Pits
  - a. No plant removal or digging operations shall begin until the Landscape Architect has located, or approved the location of, plants to be removed or planted in the field. Under no circumstances shall Contractor pre-dig tree pits.
  - b. Plants to be removed shall be removed in their entirety including branches, trunk, leaves and root ball. The removed plants shall be properly disposed by the Contractor at no additional cost to the Township. If a replacement plant is not provided immediately upon tree removal then the resultant pit shall be filled and compacted to provide a level, stable, surface. Upon receipt of a request for tree removal the contractor shall remove the tree within a one week period unless an extension of this period is granted by the Township.
  - c. Walls of planting pits shall be dug so that they are vertical, or sloping outward in heavy soils, and scarified. Excavation shall be slightly raised in the center to provide proper drainage.
  - d. Planting pits must be a minimum of 2' greater in diameter than the ball of the plants or the spread of its roots to a depth of 12" and deeper if necessary to accommodate the root ball, for the diameter of the root ball .
  - e. The depth of the plants pit shall be as deep as necessary to accommodate the ball of the plants so that it will not be necessary to raise or lower the plants to bring it to the required grade. Plants pits shall be deep enough to allow 1/8 of the ball of the plants to be above finished grade. Plants shall rest on undisturbed existing soil or well-compacted backfill.
  - f. Remove and dispose of existing plants, stump, roots and subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.

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**Public Lands Landscape – Cul de Sac and Street Trees**

## 24. Placing Plants

- a. Place plants in pit by carrying the ball and then lowering it into the pit. Never lift plants by their trunk or branches.
- b. Set balled and burlapped (B&B) stock on bottom of pit, plumb and in the center of the pit, with the most desirable side facing the prominent view.
- c. Cut and remove rope, wire and cage from the top 30 to 50% of rootball and pull burlap back to the edge of the rootball. Remove as much burlap, woven products and twine as possible. All plastic or synthetic film must be removed from rootball. Cut all twine away from trunk. Set container grown stock as specified above, removing containers entirely. If outer surface of rootball removed from container is root bound then slash edges of rootball from top to bottom, at least 1" deep, making 4 - 5 cuts around ball.

## 25. Backfilling Plant Pits

- a. Plant pits shall be backfilled with topsoil mixture as specified.
- b. Plants must remain straight throughout backfilling
- c. Place backfill around base and sides of rootball, working each layer to settle backfill and eliminate air pockets and voids. When excavation is 2/3 filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Place final layer of backfill, tamp firmly and water again until no more water is absorbed.
- d. Never cover top of rootball with soil.
- e. Form a saucer above finished grade around the rim of plants pit.
- f. Mulch top of rootball and saucer to a depth of 4" with shredded hardwood bark mulch. Do not place mulch against trunk.

## 26. Maintenance of Plantings

- a. Maintenance shall begin immediately after planting.
- b. Contractor shall maintain plants until final acceptance by Landscape Architect, but in no case less than 90 days after completion.
- c. Maintain plants by pruning, cultivation and weeding as required for healthy growth in conformance with standard horticultural practice.
- d. Contractor shall restore planting saucers, tighten and repair stake and guy supports and reset plants as required.
- e. Contractor shall restore or replace damaged wrappings.
- f. Spray plants as necessary to keep plants free of insects and disease.
- g. Watering: All material shall be thoroughly watered for the first four weeks of the maintenance period at one (1) week intervals. For the remainder of the maintenance period watering shall occur at two (2) week intervals. All watering shall be conducted as follows. A hose without a nozzle should be inserted into the soil just beyond the rootball and water allowed to run at a moderate rate until it bubbles to the surface. Remove hose and place at a new location, diametrically opposite, and allow the water to run until the earth saucer is filled to the brim. If this water is absorbed before 15 minutes have elapsed, the procedure should be repeated immediately, and again for as many times as necessary, until the saucer retains water for more than 15 minutes.

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**Public Lands Landscape – Cul de Sac and Street Trees**

27. Topsoil and Seeding

- a. Topsoil shall include the supply and spread of topsoil (sandy loam with a minimum 5% organic content – no clay, free of stones or debris greater than ½ in) at a depth of 1” for the surface area in the bid. The subsurface soil shall be mechanically raked or tilled prior to topsoil spread. Topsoil shall be friable and ready for turfgrass seed application. Contractor shall supply the source of topsoil prior to application.
- b. Turfgrass shall be an athletic field blend or mix consisting of predominately Kentucky Bluegrass – subject to approval by the Township. Application shall be at double the recommended rate.
- c. Turfgrass seed shall be spread into the friable topsoil and raked to provide even coverage and contact between the soil and seed.
- d. The areas seeded shall be fertilized with a starter fertilizers and mulched with hay and tacked with emulsifier or equal to prevent erosion.
- e. Turfgrass seeded shall include watering necessary to achieve germination and growth through three (3) mowings at least one week apart.
- f. Turfgrass shall be mowed at least 3 times, at least one week apart once the grass achieves a height of 3 inches or greater and a minimum 80% coverage.
- g. Re-seed as needed to achieve 80% coverage.

28. Measurement and Payment for the installation of plantings specified in the bid or Directed by the Township Landscape Architect, will be for the quantity of each installed on a monthly basis, subsequent to acceptance and subject to retainage applied in accordance with the project specifications.

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E. ARBORICULTURE

1. Extent of work under this item shall include:
  - a. The removal of tree stakes, guy wires, hoses or tags (2-3 per tree) associated with recent tree planting on trees as directed by the Twp. Landscape Architect,
  - b. Pruning of trees location and type of pruning as directed by the Township Landscape Architect. The following types of pruning as defined in “Pruning Standards for Shade Trees” by the New Jersey of Tree Experts shall be provided.
    - 1.) Crown raising and removal of sucker or watersprout growth (pruning) for the designated quantity of street trees from the ground to 8’ height, as directed by the Landscape Architect or Engineer at various locations throughout the Township on trees that may range from 2” to 10” caliper, throughout the span of this contract.
    - 2.) Class II (standard) tree pruning for the designated quantity of trees that may range from 4” to 10” caliper, throughout the span of this contract. This may include trees in open space areas; detention basin areas; cul de sac islands but will mostly consist of street trees.
  - c. **Stump grinding** shall include the mechanical grinding of tree stumps from trees ranging in diameter from 8” to 24” dbh. Grinding shall be conducted with proper equipment and trained laborers. The wood of the grinded stump shall be taken a minimum of 4” below surround earth grade. The area ground shall be filled with topsoil and seeded with a lawn grass seed mix that consists of rye, fescue and mostly bluegrass at double the recommended application rate. Starter fertilizers and fibermulch or hay shall be applied to the top of the soil subsequent to seeding to retain soil and moisture. The Contractor shall supply all equipment, materials and labor to complete the "Landscape Work" as described, which includes the following.
2. All pruning cuts shall be made in accordance with sound arboricultural practices the pruning standards of the New Jersey Board of Tree Experts. All cuts shall be made with the appropriate tool. All blades shall be sharp. Cuts shall be made at the edge of the branch collar or just beyond a vegetative bud or stem. Cutting which results in a stub greater than one-half inch or a flush wound shall be avoided. The contractor shall be responsible for the treatment or replacement of improperly pruned trees or shrubs.
3. Contractor shall be responsible for the removal of all materials (i.e. tree stakes, guy wires, branches, woodchips, soil, and leaves) that result from this operation.
4. The contractor shall take care to remove all tree stakes to a minimum depth of 6” below grade.
5. The contractor shall have a NJ Certified Tree Expert or acceptable equivalent to oversee all arboricultural practices and properly trained personnel to conduct all arboricultural work. Appropriate safety practices and equipment or signage shall be employed to protect workers and safely maintain or control vehicular and pedestrian movements on all roads and walks while this work is being conducted. Upon request, the contractor shall submit documentation confirming personnel certifications and training appropriate for this type of work.
6. Contractor shall be responsible for any utility notification required to conduct this work.
7. Measurement and Payment for the Arboriculture Work specified in the bid or Directed by the Township Landscape Architect, will be for the quantity of each tree or stump treated, on a monthly basis, subsequent to acceptance of the work by the Township and subject to retainage in accordance with the project specifications.

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**APPENDIX A**

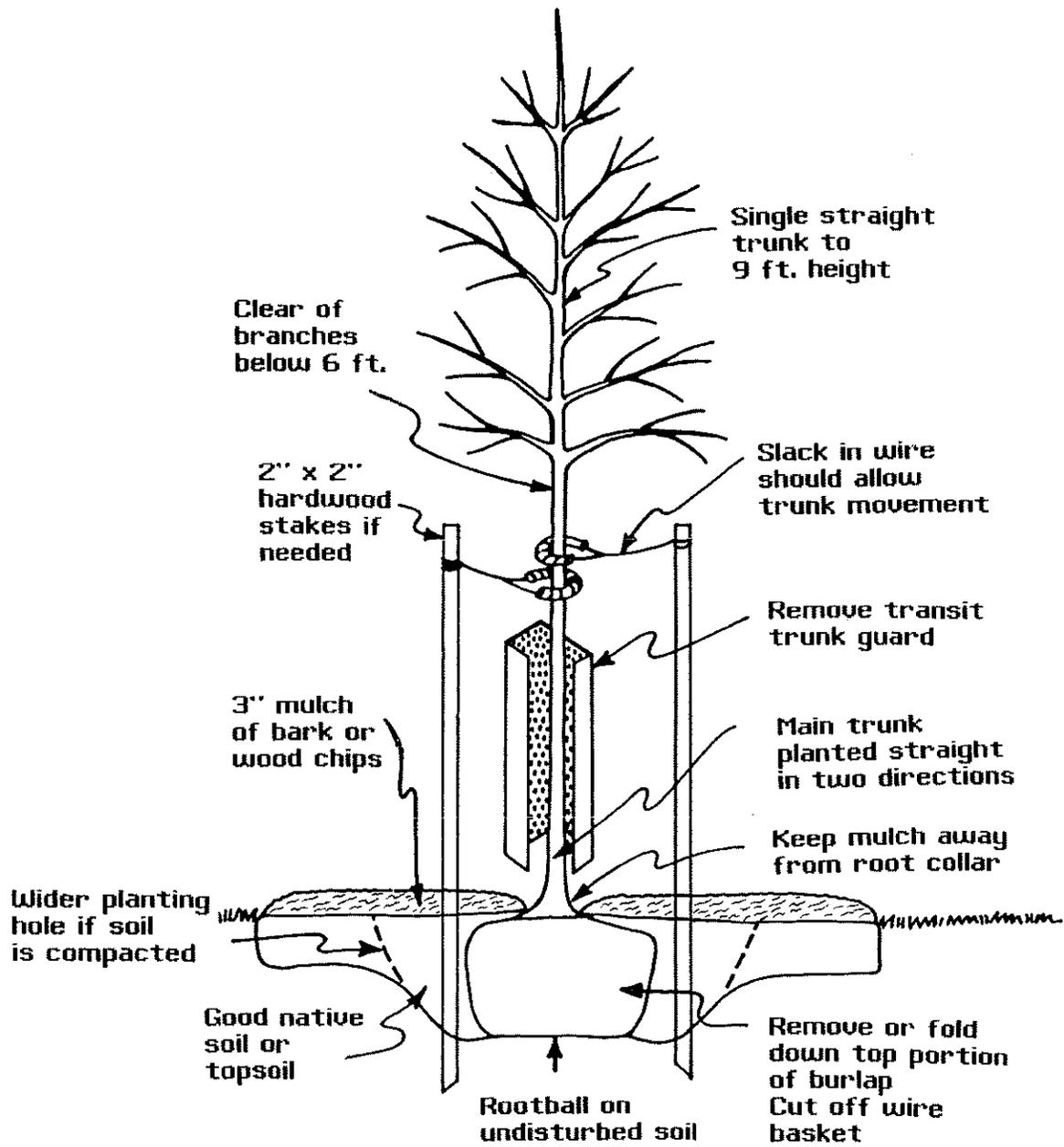
**One Hundred and Eighteen (118): Cul de sac or Roundabout landscape islands including:**

**(L = Lawn landscape (Qty. - 2); P = Fully planted landscape (Qty.-26 ); S = Full stone bed landscape (Qty. -3); and M = Mostly wood chip mulch landscape beds (Qty.-86 ) - (36' in diameter or less) at the terminus of the following Township streets as located on the attached map are the subject of this bid:**

- |                          |                            |                               |
|--------------------------|----------------------------|-------------------------------|
| 1. Alta Court - P        | 41. Enfield Circle - M     | 82. Perry Drive - M           |
| 2. Amherst Way - M       | 42. Eric Court - P         | 83. Piedmont Dr. - L          |
| 3. Ardsley Court - M     | 43. Fairfax Court - M      | 84. Pinewood Court - M        |
| 4. Aspen Drive - P       | 44. Fairway Drive - M      | 85. Radford Court- M          |
| 5. Auburn Place - M      | 45. Finch Court - P        | 86. Restrick Court - M        |
| 6. Banff Drive - M       | 46. Forest Lane - P        | 87. Richmond Court - M        |
| 7. Barnard Place - M     | 47. Garnet Lane - P        | 88. Revere Court - M          |
| 8. Baylor Place - P      | 48. Glacier Drive - M      | 89. Rider Pl - S              |
| 9. Beardsley Court - M   | 49. Grovers Court - M      | 90. Robert Drive - M          |
| 10. Benjamin Court - M   | 50. Harrison Lane - L      | 91. Roseland Court - M        |
| 11. Blackhawk Court - M  | 51. Hawthorne Dr - S       | 92. Rowanberry Court - M      |
| 12. Bradford Court - M   | 52. Highpoint Place - M    | 93. Rushton Court -P          |
| 13. Brians Circle - M    | 53. Holman Court - M       | 94. Ruthies Run - M           |
| 14. Britt Court - M      | 54. Horace Court East - P  | 95. Sarah Court - M           |
| 15. Brookfield Way - M   | 55. Horace Court West - P  | 96. Shadwell Court - M        |
| 16. Browning Court - P   | 56. Howell Court - M       | 97. Shelley Court - M         |
| 17. Buchak Circle - M    | 57. Jarret Court - M       | 98. Snowbird Court - M        |
| 18. Cambridge Way - M    | 58. Jason Court - M        | 99. So. Longfellow Dr - M     |
| 19. Cedar Court - M      | 59. Jean Court - M         | 100. South Mill Rd. - M       |
| 20. Chaucer Court - P    | 60. Jewell Road - P        | 101. Stanford Place - P       |
| 21. Chesapeake Court - M | 61. Julia Court - M        | 102. Strathmore Pl -M         |
| 22. Clarendon Court - P  | 62. Kehoe Court - M        | 103. Stratton Court - P       |
| 23. Clausen Court - M    | 63. Kincaid Drive East - M | 104. Stuart Lane West - M     |
| 24. Colgate Circle - M   | 64. Kingsley Court - M     | 105. Suffolk Lane - M         |
| 25. Colt Circle - P      | 65. Landing Lane - M       | 106. Sunset Court -P          |
| 26. Columbia Place - M   | 66. Lenape Lane - M        | 107. Tanner Ct. - M           |
| 27. Compton Lane - M     | 67. Lorrie Lane - P        | 108. Tiffany Court - M        |
| 28. Coventry Cir. - L    | 68. Manassas Court - M     | 109. Tindall Trail - M        |
| 29. Danny's Way - P      | 69. Marian Dr North - M    | 110. Villa Drive - M          |
| 30. Danville Drive - M   | 70. Marian Dr South - M    | 111. Wakefield Circle -M      |
| 31. Dean Court - M       | 71. Meridan Court - M      | 112. Wellesley Ct - S         |
| 32. Diamond Court - M    | 72. Millar Court - M       | 113. Wheatston court - M      |
| 33. Dickens Drive - M    | 73. Milton Court -P        | 114. Woodland Court -- M      |
| 34. Dogwood Court - P    | 74. Newport Court - M      | 115. Yellowstone Drive - M    |
| 35. Eaton Court - M      | 75. Norfolk Court - M      | 116. Zaitz Farm Road - M      |
| 36. Elkins Court - M     | 76. North Longfellow Dr-P  | Bridge or Intersection        |
| 37. Ellsworth Drive - M  | 77. Orly Court - M         | Roundabout islands only at    |
| 38. Emerald Court - M    | 78. Oxford Court- M        | 117. Alexander & Post Rd. - P |
| 39. Emily Court - P      | 79. Penbrook Court - M     | 118. Bear Brook & Goldfinch   |
| 40. Endicott Lane - M    | 80. Penrose Lane - M       | Boulevard - P                 |
|                          | 81. Perrine Path - M       |                               |

**Thirteen (13) - MEDIAN TRAFFIC ISLANDS (planted w/ groundcover & mulched) within the following Township streets as located on the attached map are the subject of this bid:**

- One (1): Alexander Road, North and west of Route One, between Route One and Canal Pointe Blvd.
- One (1): Pennington Drive @ Old Trenton Rd intersection
- Nine (9) planted islands (excluding lawn areas) on Bear Brook Rd, between Alexander and Meadow
- One (1): Millbrook Drive, @ Village Road East intersection
- One (1): Stonewall Drive, @ Southfield Road intersection



**TREE PLANTING DETAIL**

