

# 2026 Public Land Maintenance

**CUL DE SAC ISLANDS  
MAINTENANCE**

**WEST WINDSOR TOWNSHIP  
MERCER COUNTY, NEW JERSEY**



**BID OPENING: FRIDAY, APRIL 17, 2026– 1:00 PM, WEST WINDSOR  
ROOM A, MUNICIPAL COMPLEX, 271 CLARKSVILLE ROAD, WEST WINDSOR  
TOWNSHIP, NJ 08550**

**2026 Public Land Maintenance – Cul de Sac Islands Maintenance**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 Friday, April, 17, 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 April, 17, 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 Tuesday, March 31, 2026, 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. 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 MAINTENANCE**

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 131 cul de sac and traffic landscape islands including weed prevention and removal, mulching, mowing and pruning; and replacement of approximately 50 shrubs.

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 Maintenance**

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**INSTRUCTION TO BIDDERS**

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

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**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 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.

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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.

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:

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

- (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.

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

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

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.

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.

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

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 Maintenance**

**BID FORMS - INDEX**

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7. CONTRACTOR'S QUALIFICATION QUESTIONNAIRE
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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 Maintenance**

**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	
<input checked="" type="checkbox"/>	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	
<input checked="" type="checkbox"/>	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
<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)	
<input checked="" type="checkbox"/>	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	

**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	
<input checked="" type="checkbox"/>	Completed and signed Bid Forms and Items	
<input checked="" type="checkbox"/>	Acknowledgement of receipt of changes to Bid document Form (if required)	
<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	
<input checked="" type="checkbox"/>	Contractors Qualification Questionnaire	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit (must be notarized)	
<input checked="" type="checkbox"/>	Mandatory Equal Employment Opportunity Language (must be notarized) Agreement	
<input checked="" type="checkbox"/>	Hold Harmless Agreement	
<input checked="" type="checkbox"/>	Prevailing Wage Affidavit	
	Payment Bond	
	Performance Bond	
	Maintenance Bond	
	Contractor's Affidavit	
	Contractor's Release	
<input checked="" type="checkbox"/>	Americans with Disabilities Act	

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

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

Name of Bidder: Sunset Creations, Inc.  
 By Authorized Representative:   
 Signature: \_\_\_\_\_  
 Print Name and Title: John Colombero Resident  
 Date Signed: 7/16/2026

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

**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 Maintenance

This Bid will not be accepted after **1:00 pm** prevailing time on **Friday, April 17, 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 Maintenance**

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 Maintenance**

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: 4/16/2025

(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 Maintenance - Cul de Sac Islands Maintenance"**

**BASE BID for year 2026**

<u>ITEM #</u>	<u>SPEC. REFER.</u> <u>FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &amp;</u> <u>PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1-26	DivisionII Sections A,B and C	Landscape Maintenance of 36' diameter cul de sac / roundabout islands for the year 2026 118 @ \$1,960. <sup>00</sup> per each <u>Two Hundred Twenty-four Thousand</u> <u>Two Hundred Dollars and zero cents</u> (Write out price)	\$ 224,200. <sup>00</sup>
2-26	DivisionII Sections A,B and C	Landscape Maintenance for median island in Alexander Road, northwest of Route One for the year 2026 1 @ \$6,000. <sup>00</sup> per each <u>Six Thousand Dollars</u> <u>and zero cents</u> (Write out price)	6,000. <sup>00</sup>
3-26	DivisionII Sections A,B and C	Landscape Maintenance for median island in Millbrook Drive, at Village Road Rd. East for the year 2026 1 @ \$2,500. <sup>00</sup> per each <u>Two Thousand Five Hundred Dollars</u> <u>and zero cents</u> (Write out price)	2,500. <sup>00</sup>
4-26	DivisionII Sections A,B and C	Landscape Maintenance for median island in Pennington Drive at Old Trenton Road for the year 2026 1 @ \$3,900. <sup>00</sup> per each <u>Three Thousand Nine Hundred</u> <u>Dollars and zero cents</u> (Write out price)	3,900. <sup>00</sup>
5-26	DivisionII Sections A,B and C	Landscape Maintenance for median island in Stone Wall Drive, at Southfield Rd. for the year 2026 1 @ \$4,600. <sup>00</sup> per each <u>Four Thousand Six Hundred Dollars</u> <u>and zero cents</u> (Write out price)	4,600. <sup>00</sup>

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
6-26	Division II Sections A, B and C	Landscape Maintenance for 9 median islands in Bear Brook Road. for the year 2026 9 @ \$ <u>2,000.00</u> per each <u>Eighteen Thousand Dollars and zero cents</u> (Write out price)	<u>18,000.00</u>
7-26	Division II Section D	Replacement (removal and replanting) of shrubs, Juniperus sargentii @ 18" spd on approximately 7 cul de sac or median islands as directed for the year 2026 50 @ \$ <u>40.00</u> per each <u>Two Thousand Dollars and zero cents</u> (Write out price)	<u>2,000.00</u>
8-26	Division II Section C	Topsoil and Turfgrass seeding as directed for the year 2026 4,000 SF @ \$ <u>2.00</u> per SF <u>Eight Thousand Dollars and zero cents</u> (Write out price)	<u>8,000.00</u>

**BID ITEMS**

**WEST WINDSOR TOWNSHIP**

**" Public Lands Maintenance - Cul de Sac Islands Maintenance"**

**BASE BID for year 2027**

<b>ITEM #</b>	<b>SPEC. REFER. FOR PAYMENT</b>	<b>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</b>	<b>EXTENSION</b>
1-27	DivisionII Sections A,B and C	Landscape Maintenance of 36' diameter cul de sac / roundabout islands for the year 2027 118 @ \$ <u>1,950.00</u> per each <u>Two Hundred Thirty Thousand</u> <u>One Hundred Dollars and zero cents</u> (Write out price)	<u>230,100.00</u>
2-27	DivisionII Sections A,B and C	Landscape Maintenance for median island in Alexander Road, northwest of Route One for the year 2027 1 @ \$ <u>8,000.00</u> per each <u>Eight Thousand Dollars and</u> <u>Zero Cents</u> (Write out price)	<u>8,000.00</u>
3-27	DivisionII Sections A,B and C	Landscape Maintenance for median island in Millbrook Drive, at Village Road Rd. East for the year 2027 1 @ \$ <u>2,500.00</u> per each <u>Two Thousand Five Hundred Dollars</u> <u>and zero cents</u> (Write out price)	<u>2,500.00</u>
4-27	DivisionII Sections A,B and C	Landscape Maintenance for median island in Pennington Drive at Old Trenton Road for the year 2027 1 @ \$ <u>3,900.00</u> per each <u>Three Thousand Nine Hundred</u> <u>Dollars and zero cents</u> (Write out price)	<u>3,900.00</u>
5-27	DivisionII Sections A,B and C	Landscape Maintenance for median island in Stone Wall Drive, at Southfield Rd. for the year 2027 1 @ \$ <u>4,600.00</u> per each <u>Four Thousand Six Hundred Dollars</u> <u>and zero cents</u> (Write out price)	<u>4,600.00</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 Sections A, B and C	Landscape Maintenance for 9 median islands in Bear Brook Road. for the year 2027 9 @ \$ <u>2,500.00</u> per each <u>Twenty-two thousand</u> <u>five hundred dollars and zero cents.</u> (Write out price)	<u>22,500.00</u>
7-27	Division II Section D	Replacement (removal and replanting) of <u>shrubs</u> , Juniperus sargenti @ 18" spd on approximately 7 cul de sac or median islands as directed for the year 2027 50 @ \$ <u>42.00</u> per each <u>Two thousand one hundred</u> <u>dollars and zero cents</u> (Write out price)	<u>2,100.00</u>
8-27	Division II Section C	Topsoil and Turfgrass seeding as directed for the year 2026 4,000 SF @ \$ <u>2.00</u> per SF <u>Eight thousand dollars and</u> <u>zero cents</u> (Write out price)	<u>8,000.00</u>

**BID ITEMS**

**WEST WINDSOR TOWNSHIP**

**" Public Lands Maintenance - Cul de Sac Islands Maintenance"**

**BASE BID for year 2028**

<u>ITEM #</u>	<u>SPEC. REFER.</u> <u>FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &amp;</u> <u>PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1-28	DivisionII Sections A,B and C	Landscape Maintenance of 36' diameter cul de sac / roundabout islands for the year 2028 118 @ \$ <u>2,000.00</u> per each <u>Two hundred thirty six thousand</u> <u>Dollars and zero cents</u> (Write out price)	<u>236,000.00</u>
2-28	DivisionII Sections A,B and C	Landscape Maintenance for median island in Alexander Road, northwest of Route One for the year 2028 1 @ \$ <u>10,000.00</u> per each <u>Ten thousand dollars and</u> <u>zero cents</u> (Write out price)	<u>10,000.00</u>
3-28	DivisionII Sections A,B and C	Landscape Maintenance for median island in Millbrook Drive, at Village Road Rd. East for the year 2028 1 @ \$ <u>2,500.00</u> per each <u>Two thousand five hundred dollars</u> <u>and zero cents</u> (Write out price)	<u>2,500.00</u>
4-28	DivisionII Sections A,B and C	Landscape Maintenance for median island in Pennington Drive at Old Trenton Road for the year 2028 1 @ \$ <u>3,900.00</u> per each <u>Three thousand nine hundred dollars</u> <u>and zero cents</u> (Write out price)	<u>3,900.00</u>
5-28	DivisionII Sections A,B and C	Landscape Maintenance for median island in Stone Wall Drive, at Southfield Rd. for the year 2028 1 @ \$ <u>4,600.00</u> per each <u>Four thousand six hundred dollars</u> <u>and zero cents</u> (Write out price)	<u>4,600.00</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 Sections A, B and C	Landscape Maintenance for 9 median islands in Bear Brook Road. for the year 2028 9 @ \$ <u>2,700.00</u> per each <u>Twenty-four Thousand Three Hundred Dollars and zero cents</u> (Write out price)	<u>24,300.00</u>
7-28	Division II Section D	Replacement (removal and replanting) of shrubs, Juniperus sargentii @ 18" spd on approximately 7 cul de sac or median islands as directed for the year 2028 50 @ \$ <u>45.00</u> per each <u>Two Thousand Two Hundred Fifty Dollars and zero cents</u> (Write out price)	<u>2,250.00</u>
8-28	Division II Section C	Topsoil and Turfgrass seeding as directed for the year 2026 4,000 SF @ \$ <u>2.00</u> per SF <u>Eight Thousand Dollars and zero cents</u> (Write out price)	<u>8,000.00</u>

**BID ITEMS**

**WEST WINDSOR TOWNSHIP**

**" Public Lands Maintenance - Cul de Sac Islands Maintenance"**

TOTAL BASE BID 2026 (Items 1-26 through 8-26)	\$ <u>269,200.<sup>00</sup></u> (clearly write numerical amount)
TOTAL BASE BID 2027 (Items 1-27 through 8-27)	\$ <u>281,700.<sup>00</sup></u> (clearly write numerical amount)
TOTAL BASE BID 2028 (Items 1-28 through 8-28)	\$ <u>291,550.<sup>00</sup></u> (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 Maintenance**

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

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

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 or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description <i>none</i>			

**Acknowledged by Bidder**

Name of Bidder: *Sunset Creations, Inc.*

By Authorized Representative: \_\_\_\_\_

Signature: *[Handwritten Signature]*

Print Name and Title: *John Colombero President*

Date: *4/16/2026*

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

**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 10% Not  
Not to Exceed Twenty Thousand Dollars (\$ to Exceed \$20,000 ) for the payment of which, well and truly to be

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

Signed this, 17th day of April, 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 Maintenance**

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: L. Fasconelle  
Witness

Sunset Creations, Inc.  
Principal  
[Signature]

BY: Jose Guallpa  
Witness

Lexon Insurance Company  
Surety  
Sandra A. Pace  
Sandra A. Pace Attorney-in-Fact

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

**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**

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, Mount Juliet, TN 37122-2870  
 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 Maintenance

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 17th day of April, 20 26.

Lexon Insurance Company INSURANCE COMPANY  
 (Name)

By   
 (Name) Sandra A. Pace  
**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

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel

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/they 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 17th day of April, 2026

*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	<u>566,246,423</u>

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	<u>\$ 582,350,420</u>

**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	<u>490,962,258</u>

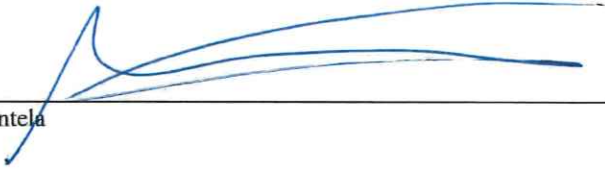
**Capital and surplus:**

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	<u>91,388,162</u>

Total liabilities and capital and surplus	<u>\$ 582,350,420</u>
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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 \$1,278,691,433 Deduction \$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 Sandra A. Pace (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)

Sandra A. Pace  
(Printed Name of Certifying Agent)

Attorney-In-Fact  
(Title of Certifying Agent)

April 17, 2026  
(Date)

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

2026 Public Land Maintenance LIST OF SUBCONTRACTORS

Cul de Sac Islands Maintenance

TITLE OF BID: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

Sunset Creations

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
None		None		

Plumbing and Gas Fitting and All Kindred Work:

Name None Phone # \_\_\_\_\_

Address \_\_\_\_\_

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

Electrical Work:

Name None Phone # \_\_\_\_\_

Address \_\_\_\_\_

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

Structural Steel and Ornamental Iron Work:

Name None Phone # \_\_\_\_\_

Address \_\_\_\_\_

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

Name None Phone # \_\_\_\_\_

Address \_\_\_\_\_

2026 Public Land Maintenance – Cul de Sac Islands Maintenance

**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)  
John Colombero President  
Signature/Title

Subscribed and Sworn before me this  
16 Day of April, 2026

John Colombero  
(Type or Print Name of Affiant)

Lorelei Fascenelli  
Notary Public  
My Commission Expires 3/19/2029



2026 Public Land Maintenance – Cul de Sac Islands Maintenance

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, 355 Route 601, Belle Mead, NJ 08502
President: John Colombero
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? 42
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 Maintenance

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

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? N/A

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? N/A

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.

\$ 4,000,000.<sup>00</sup>

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

Trucks, Trailers, Mowers, Mulcher, Wood Chipper,  
Stump 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 Maintenance

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 W. Windsor Twp. 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
16 day of April, 2026.

Notary Public of New Jersey Lorelei Fascenelli

My commission expires March 19, 2029.



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

**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 Maintenance**

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

Name of Individual or Business Entity	Address
John Colombero	355 Route 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.**

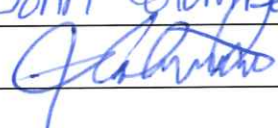
Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

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

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**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:	4/16/2026

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

(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 Maintenance****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 Maintenance****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 Maintenance**

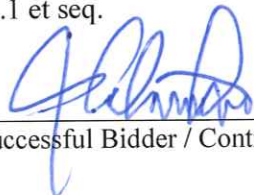
**EXHIBIT B (Cont.)**

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 Maintenance**

**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”).

**WITNESSETH:**

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 Maintenance**. 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 Maintenance**

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 Maintenance****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 Maintenance**

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

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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 Maintenance**

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.

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

- (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 Maintenance**

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 Maintenance**

**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 16 day of April, 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 Maintenance****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 Maintenance**

This PREVAILING WAGE AFFIDAVIT is signed this 16 day of

April, 2026

as a binding act in deed of

Sunset Creations, Inc.

Name of Organization

[Handwritten Signature]

President

Authorized Signature & Title

John Colombero

President

Print Authorized Signature Name & Title

2026 Public Land Maintenance – Cul de Sac Islands Maintenance

**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 Maintenance**

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

**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 Maintenance**

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**

**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 Maintenance**

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:

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

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

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

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

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

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

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

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

(Affix Corporate Seal)

2026 Public Land Maintenance – Cul de Sac Islands Maintenance

**CONTRACTOR'S AFFIDAVIT**

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

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

Before me, the Undersigned, a Notary Public in and for said County and State personally appeared

\_\_\_\_\_  
(Individual, Partner, or duly authorized representative of Corporate Contractor)

Of \_\_\_\_\_  
(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

\_\_\_\_\_  
(Project)

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

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

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

SS: \_\_\_\_\_

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

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

and appeared \_\_\_\_\_ to me known, who,

being by me duly sworn, did depose and say that he resides at \_\_\_\_\_

\_\_\_\_\_ and

that he is the \_\_\_\_\_ of \_\_\_\_\_;

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.

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

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

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 Maintenance

**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 Maintenance**

**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 Maintenance

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

N.J.S.A. 52:33-44 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:33-44.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". NO OTHER FORM CAN BE SUBSTITUTED TO FULFILL THIS REQUIREMENT.

Copies of the Business Registration Certificate of the Contractor and that of any named Subcontractor shall be submitted prior to the award of the contract.

Table with 3 columns: Name, Not Registered, Registration Number. Row 1: Bidder Sunset Creations, Inc., Not Registered, 0493252. Rows 2-5: (Subcontractor) blank.

Subscribed and sworn

Before me this 16 day Of April 20 26.

Lorelei Fascenelli

Signature

Notary Public of New Jersey

John Colombero President Name and Title (type or print)

My Commission Expires March 19, 20 29.

\*\* 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.





## 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:** April 16, 2026

**For Office Use Only:**

20260416103509408

[Return](#)



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:

Sunrise Creations, Inc.  
**2024**

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

NON TRANSFERABLE

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

2026 Public Land Maintenance – Cul de Sac Islands Maintenance

**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 Maintenance**

**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.*

<b>Full Name (Print)</b>	John Colombero	<b>Title</b>	President
<b>Signature</b>			<b>Date</b> 4/16/2026

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

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

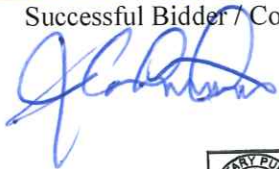
Equal Opportunity for Individuals with Disabilities

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 Maintenance**

<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 Maintenance

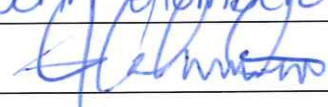
**CERTIFICATION OF NON-DEBARMENT  
FOR FEDERAL GOVERNMENT CONTRACTS**

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, Belle Mead, NJ 08502
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

- 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 Glomberg	Title:	President
Signature:		Date:	4/16/2026

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

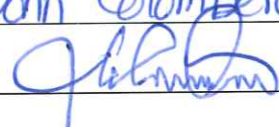
<b>PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization</b>	
<b>Section A (Check the Box that applies)</b>	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting 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.
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**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):	John Colombero	Title:	President
Signature:		Date:	4/16/2026

**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.
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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.


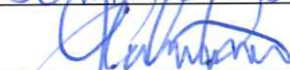
Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership 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):		Title:	President
Signature:		Date:	4/16/2026