

AGREEMENT FOR 2025 FALL TREE PLANTING PROJECT

THIS AGREEMENT, made the 23rd day of September, 2025, by and between THE MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey 08540 ("PRINCETON") and SUNSET CREATIONS, INC., 355 Route 601, Belle Mead, New Jersey 08502 ("CONTRACTOR")

In connection with the CONTRACTOR's bid proposal, dated September 10, 2025, and PRINCETON's notice of award of same, dated September 24, 2025, PRINCETON and CONTRACTOR hereby agree as follows:

1. Scope of Work

The CONTRACTOR hereby agrees to furnish all labor, superintendence, services, products, and other utilities and facilities to perform all work necessary for or incidental thereto, and to perform all other obligations specified in the Contract Documents in accordance with the terms of CONTRACTOR's bid proposal.

2. Contract Time

- a. Date of Commencement. The date for commencement of the Work shall be the date provided in PRINCETON's Notice to Proceed.
- b. The work shall consist of furnishing, planting, and maintaining plant material. Planting shall be completed no later than December 31, 2025. The one-year maintenance period shall begin after the date of acceptance by PRINCETON.
- c. CONTRACTOR agrees to Conditions regarding Liquidated Damages as written in Paragraph 37. Abandonment; Delay; Liquidated Damages.
- d. The liquidated damages may, solely at PRINCETON'S choice, be deducted by PRINCETON from monies due to the Contractor. Should the total amount chargeable as liquidated damages exceed the amount due or payable by the Contractor or, if a default had been declared by PRINCETON, then such excess shall be paid to PRINCETON by the Contractor or its Surety. PRINCETON retains all its other rights detailed in the Contract Documents when Contractor is out of compliance with the Contract Documents and, pursuant by PRINCETON of any other course of action shall not preclude the Authority from obtaining liquidated damages, if applicable.
- e. It is also agreed that the acceptance of the final payment by the CONTRACTOR shall be considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of the CONTRACTOR's obligations under this contract.

3. Contract Sum

Based upon the unit prices and/or lump sum set forth in the bid proposal, the amount of the Contract, subject to adjustments made in accordance with the Contract Documents is not to exceed sixty-two thousand eight hundred forty-five dollars and zero cents (\$62,845.00.)

4. Hold Harmless Agreement

The CONTRACTOR agrees to indemnify, defend, and hold harmless PRINCETON, its

officers, agents, employees, and consultants in accordance with the General Conditions.

5. Payment to Contractor

In consideration of the CONTRACTOR's agreements set forth herein, PRINCETON hereby agrees to pay the CONTRACTOR for the work, when completed in accordance with the specifications at the unit prices or lump sum prices bid for the respective items, the same payments to be made in accordance with the provisions contained in the Contract Documents.

6. Contract Documents

The Contract Documents as referenced in the Bid Specifications are incorporated herein and made a part hereof by reference.

7. Affirmative Action Regulations

The CONTRACTOR specifically agrees to comply with the affirmative action requirements set forth in the Instructions to Bidders, which requirements are incorporated herein and made a part hereof by reference.

8. This agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of PRINCETON.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

PRINCETON

By: _____
Dawn M. Mount, Municipal Clerk

Mark Freda, Mayor

ATTEST or WITNESS:

SUNSET CREATIONS, INC.

By: _____

EXHIBIT A

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 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES 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 of the contractor's commitments under this chapter 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

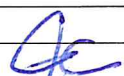
EXHIBIT B

BID PROPOSAL FORM

Bidder: Sunset Creations, Inc.
Address: 355 Route 601
Belle Mead, NJ 08502

Telephone: (908) 281-6600
Facsimile: (908) 281-9672
Contact Person: John Colombero
Email Address: JColombero@sunsetcreationsinc.com

1. The undersigned, having carefully familiarized themselves with the scope of work, technical specifications, administrative requirements, and having carefully examined and fully understood the Bid Documents prepared by Princeton, hereby affirms and proposes to enter into a contract to supply, deliver, or provide completely the goods or services covered by the Bid Documents for the sum indicated against the applicable bid item.
2. The undersigned hereby certifies that they have full authority to make the Proposal and does further declare that they are the only person or persons interested in this Proposal and have not entered into any collusion in preparing the Proposal.
3. If notified of acceptance of this Proposal within 60 days after the time set for opening bids, or any authorized extension of that time, the undersigned agrees to execute a contract for the goods or services for the stated sum in the Bid Proposal form included in the Contract Documents, and to complete the work or supply goods according to the terms and conditions of the contract within the time established in the Specifications.
4. In accordance with N.J.S.A. 40A:11-23.2, the undersigned Bidder hereby acknowledges receipt of the following Addenda with their initials:

Addendum Number	Issue Date	Initials
Number		
Number		
Number		
Number		
If no addenda were issued, initial here:		

5. We the undersigned are created and existing under the laws of the State of ___, as a:

- ☒ Corporation
☐ Limited Liability Company
☐ Other

6. This bid proposal must be signed in the space provided for signatures below. In the case of an entity, the title of the person signing must be stated, and the signature of said person must be duly attested.

Sunset Creations, Inc.

Company or Firm Name

John Colombero President

Name and Title

[Signature] 9/10/2025

Signature

Date

J. Fawcett 9/10/2025

Attest

Date

PRICE SHEET

ITEM #	LOCATION	TYPE	QTY.	UNIT PRICE	TOTAL PRICE
1	Barbara Boggs Park- Planted along Hamilton Avenue	2.5"-3" Hybrid Dogwood, Cornus x rutgersensis	1	475.00	475.00
2	32 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	450.00	450.00
3	14 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400.00	400.00
4	36 Birch Avenue	2.5"-3" Paperbark Maple, Acer griseum	1	500.00	500.00
5	44 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400.00	400.00
6	45 Birch Avenue	2.5"-3" Ginkgo, Ginkgo biloba	1	500.00	500.00
7	52 Birch Avenue	2.5"-3" Paperbark Maple, Acer griseum	1	490.00	490.00
8	58 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400.00	400.00
9	68 Birch Avenue	2.5"-3" Paperbark Maple, Acer griseum	1	490.00	490.00
10	103 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400.00	400.00
11	110 Birch Avenue	2.5"-3" Paperbark Maple, Acer griseum	1	490.00	490.00
12	132 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400.00	400.00
13	214 Birch Avenue	2.5"-3" Okame Cherry, Prunus 'Okame'	1	430.00	430.00
14	Cherry Hill Road Corridor- Planted on the walking path between Andrews Lane and Foulet Drive	2.5"-3" Eastern Redbud, Cercis canadensis	3	460.00	1380.00
15	Cherry Hill Road Corridor- Planted on the walking path between Andrews Lane and Foulet Drive	2.5"-3" Swamp White Oak, Quercus bicolor	3	460.00	1380.00
16	Cherry Hill Road Corridor- Planted on the walking path between Foulet Drive and Crestview Drive	2.5"-3" Blackgum, Nyssa sylvatica	5	475.00	2375.00
17	235 Cherry Hill Road	3.5"-4" Kwanzan Cherry Tree, Prunus serrulata 'Kwanzan' ***Larger species needed for Engineering Project***	2	500.00	1000.00

ITEM #	LOCATION	TYPE	QTY.	UNIT PRICE	TOTAL PRICE
18	Cherry Valley Road- Planted between Griggs Drive and Billie Ellis Lane	2.5"-3" Japanese Tree Lilac, Syringa reticulata	5	400.00	2000.00
19	Cherry Valley Road- Planted between Griggs Drive and Billie Ellis Lane	2.5"-3" Okame Cherry, Prunus 'Okame'	2	400.00	800.00
20	Cherry Valley Road- Planted between Griggs Drive and Billie Ellis Lane	2.5"-3" Blackgum, Nyssa sylvatica	3	475.00	1425.00
21	117 Crestview Drive	2.5"-3" Princeton Elm, Ulmus americana 'Princeton'	1	425.00	425.00
22	117 Crestview Drive	2.5"-3" Hybrid Dogwood, Cornus x rutgersensis	1	475.00	475.00
23	24 Dempsey Avenue	2.5"-3" Single Stem Serviceberry, Amelanchier species	2	450.00	900.00
24	28 Edgerstoune Road	2.5"-3" Swamp White Oak, Quercus bicolor	1	430.00	430.00
25	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Blackgum, Nyssa sylvatica	6	400.00	2400.00
26	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Swamp White Oak, Quercus bicolor	6	400.00	2400.00
27	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Eastern Redbud, Cercis canadensis	6	400.00	2400.00
28	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Okame Cherry, Prunus 'Okame'	3	400.00	1200.00
29	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Yellowwood, Cladrastis kentuckea	2	400.00	800.00
30	170 Gallup Road	2.5"-3" Blackgum, Nyssa sylvatica	3	450.00	1350.00
31	87 Grover Avenue	2.5"-3" Okame Cherry, Prunus 'Okame'	1	425.00	425.00
32	42 Harriet Drive	2.5"-3" American Hornbeam, Carpinus caroliniana	1	475.00	475.00
33	165 Harrison Street North	2.5"-3" Red Maple, Acer rubrum	2	400.00	800.00
34	165 Harrison Street North	2.5"-3" Eastern Redbud, Cercis canadensis	1	400.00	400.00
35	Harrison Street Park- Use 65 Aiken Avenue	2.5"-3" Princeton Elm, Ulmus americana 'Princeton' ***Commemorative Tree***	1	450.00	450.00
36	Harrison Street Park- Use 65 Aiken Avenue	2.5"-3" Dawn Redwood, Metasequoia glyptostroboides	3	500.00	1500.00

ITEM #	LOCATION	TYPE	QTY.	UNIT PRICE	TOTAL PRICE
56	218 Prospect Ave	2.5"-3" Red Maple, Acer rubrum	1	400. ⁰⁰	400. ⁰⁰
57	Rogers Refuge-West Drive Entrance	2.5"-3" Blackgum, Nyssa sylvatica	2	420. ⁰⁰	840. ⁰⁰
58	Rogers Refuge- West Drive Entrance	2.5"-3" Sweetgum, Liquidambar styraciflua ***Commemorative Tree***	1	400. ⁰⁰	400. ⁰⁰
59	60 Ross Stevenson Circle	2.5"-3" Red Maple, Acer rubrum	3	380. ⁰⁰	1140. ⁰⁰
60	60 Scott Lane	2.5"-3" Red Maple, Acer rubrum	2	380. ⁰⁰	760. ⁰⁰
61	99 Snowden Lane	2.5"-3" Okame Cherry, Prunus 'Okame'	1	315. ⁰⁰	315. ⁰⁰
62	59 Talbot	2.5"-3" Red Maple, Acer rubrum	2	380. ⁰⁰	760. ⁰⁰
63	252 Terhune Road- Planted along Harrison Street	2.5"-3" Okame Cherry, Prunus 'Okame'	2	375. ⁰⁰	750. ⁰⁰
64	152 Terhune	2.5"-3" Yellowwood, Cladrastis kentuckea	3	400. ⁰⁰	1200. ⁰⁰
65	408 Walnut	2.5"-3" Yellowwood, Cladrastis kentuckea	1	400. ⁰⁰	400. ⁰⁰
66	401 Walnut	2.5"-3" Saucer Magnolia, Magnolia x soulangeana	1	400. ⁰⁰	400. ⁰⁰
67	400 Witherspoon Street- Municipal Building Parking Lot Trees	2.5"-3" Yellowwood, Cladrastis kentuckea	3	400. ⁰⁰	1200. ⁰⁰
68	400 Witherspoon Street- Municipal Building Parking Lot Trees	2.5"-3" Kentucky Coffe Trees, Gymnocladus dioicus	4	420. ⁰⁰	1680. ⁰⁰
69	400 Witherspoon Street- Municipal Building Parking Lot Trees	2.5"-3" Frans Fontaine Hornbeam, Carpinus betulus 'Frans Fontaine'	2	400. ⁰⁰	800. ⁰⁰
70	341 Witherspoon Street	2.5"-3" Okame Cherry, Prunus 'Okame'	1	375. ⁰⁰	375. ⁰⁰
71	124 Witherspoon Street- To be planted on Quarry Street	2.5"-3" Frans Fontaine Hornbeam, Carpinus betulus 'Frans Fontaine'	2	425. ⁰⁰	850. ⁰⁰
72	372 Witherspoon Street- Community Park School- Trees are to be planted along the street across from 317 Witherspoon St.	2.5"-3" London Plane, Platanus x acerifolia	3	400. ⁰⁰	1200. ⁰⁰
TOTAL BID IN NUMBERS		62,845. ⁰⁰			
TOTAL BID IN WORDS		Sixty-two thousand Eight Hundred Forty five Dollars and zero cents			