

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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

X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	TF
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	TF
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	TF
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	TF
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	TF

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

X	Bid Document Submission Checklist	TF
X	Completed and signed Bid Forms and Items	TF
X	Acknowledgement of receipt of changes to Bid document Form (if required)	TF
X	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	TF
X	Contractors Qualification Questionnaire	TF
X	Non-Collusion Affidavit (must be notarized)	TF
X	Mandatory Equal Employment Opportunity Language (must be notarized)	TF
	Agreement	TF
X	Hold Harmless Agreement	TF
X	Prevailing Wage Affidavit	TF
	Payment Bond	TF
	Performance Bond	TF
	Maintenance Bond	TF
	Contractor's Affidavit	TF
	Contractor's Release	TF
X	Americans with Disabilities Act of 1990	TF

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

X	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	TF
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	TF
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	TF
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	TF

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

Name of Bidder: T Fiotakis Construction LLC

By Authorized Representative: Themis Fiotakis

Signature: [Signature]

Print Name and Title: Themis Fiotakis member

Date Signed: 7-25-22

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Pedestrian Access Improvements to Transit Village**

BID FORM

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

RE: **WEST WINDSOR TOWNSHIP
Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

This Bid will not be accepted after **2:30 pm** prevailing time on **July 29, 2022** at which time all Bids will be publicly opened and read.

T. Fiதாகis Construction LLC

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.

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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."

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Division 1 Section 01601 NJDOT 154003P	MOBILIZATION Lump Sum @ \$ <u>25,000⁰⁰</u> <u>Twenty Five Thousand dollar</u> (Write out price)	<u>25,000⁰⁰</u>
2	Division 2 NJDOT 159003M	BREAKAWAY BARRICADE 15 UNITS @ \$ <u>15.00</u> PER UNIT <u>15.00</u> <u>Fifteen dollar</u> (Write out price)	<u>225.00</u>
3	Division 2 NJDOT 159009M	TRAFFIC CONE 30 UNITS @ \$ <u>5</u> PER UNIT <u>5.00</u> <u>Five dollar</u> (Write out price)	<u>150.00</u>

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<u>ITEM</u> <u>#</u>	<u>SPEC. REFER.</u> <u>FOR</u> <u>PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &</u> <u>PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
4	Division 2 NJDOT 159006M	DRUM 35 UNITS @ \$ <u>50.00</u> PER UNIT <u>50.00</u> <u>Fifty dollars</u> (Write out price)	<u>1,750.00</u>
5	Division 2 NJDOT 159012M	CONSTRUCTION SIGN 160 SF @ \$ <u>10.00</u> PER SQUARE FOOT <u>10.00</u> <u>Ten dollars</u> (Write out price)	<u>1,600.00</u>
6	Division 2 NJDOT 159012M	BREAKAWAY SIGN POST, TRAFFIC CONTROL 14 UNITS @ \$ <u>10.00</u> PER UNIT <u>Ten dollars</u> (Write out price)	<u>1,400.00</u>
7	Division 2 NJDOT 159135M	TEMPORARY PAVEMENT MARKERS 25 UNITS @ \$ <u>300.00</u> PER UNIT <u>Three Hundred dollars</u> (Write out price)	<u>7,500.00</u>
8	Division 2	UNIFORM TRAFFIC CONTROL OFFICER (NJDOT NOT PARTICIPATING IN THIS ITEM) 125 HOURS @ \$135 PER HOUR ONE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS	<u>\$16,875.00</u>

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<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
9	Division 2 NJDOT MMR088M	SAWCUTTING 376 LF @ \$ 15.00 PER LINEAR FOOT <u>Fifteen dollars</u> (Write out price)	<u>5,640.00</u>
10	Division 2 NJDOT 401027M	POLYMERIZED JOINT ADHESIVE 376 LF @ \$ 15.00 PER LINEAR FOOT <u>Fifteen dollar</u> (Write out price)	<u>5,640.00</u>
11	Division 2 NJDOT 202009P	EXCAVATION (UNCLASSIFIED) (IF AND WHERE DIRECTED) 80 CY @ \$ 100.00 PER CUBIC YARD <u>one Hundred dollars</u> (Write out price)	<u>8,000.00</u>
12	Division 2 NJDOT MMR078M	HMA MILLING, 2" 140 SY @ \$ 30.00 PER SQUARE YARD <u>Thirty dollars</u> (Write out price)	<u>4,200.00</u>
13	Division 2 NJDOT 401021M	HMA REPAIR (I&W DIRECTED) 140 SY @ \$ 180.00 PER SQUARE YARD <u>one Hundred eighty dollars</u> (Write out price)	<u>25,200.00</u>

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<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
14	Division 2 NJDOT 401042M	HMA 9.5M64 SURFACE COURSE 17 TONS @ \$ <u>800.00</u> PER TON <u>Six Hundred dollars</u> <u>SIX</u> (Write out price)	<u>10,900.00</u>
15	Division 2 NJDOT 213009P	RETAINING WALL, CAST IN PLACE, LOCATION NO. 1 145 SF @ \$ <u>900.00</u> PER SQUARE FOOT <u>Two Hundred dollars</u> (Write out price)	<u>29,000.00</u>
16	Division 2 NJDOT 606012P	CONCRETE SIDEWALK, 4" THICK 420 SY @ \$ <u>150.00</u> PER SQUARE YARD <u>one Hundred Fifty dollars</u> (Write out price)	<u>63,000.00</u>
17	Division 2 NJDOT 606057P	CONCRETE DRIVEWAY, REINFORCED, 6" THICK 17 SY @ \$ <u>200.00</u> PER SQUARE YARD <u>Two Hundred dollars</u> (Write out price)	<u>3,400.00</u>
18	Division 2 NJDOT 302036P	DENSE GRADED AGGREGATE, VARIABLE THICKNESS (I&W DIRECTED) 50 CY @ \$ <u>50.00</u> PER CUBIC YARD <u>Fifty dollars</u> (Write out price)	<u>2,500.00</u>

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<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
19	Division 2 NJDOT NS60702P	6"X8"X18" CONCRETE VERTICAL CURB (REMOVE AND REPLACE) 480 LF @ \$ <u>70.00</u> PER LINEAR FOOT <u>seventy dollars</u> (Write out price)	<u>33,600.⁰⁰</u>
20	Division 2 NJDOT 606084P	DETECTABLE WARNING SURFACE 3 SY @ \$ <u>500.00</u> PER SQUARE YARD <u>Five Hundred dollar</u> (Write out price)	<u>1,500.00</u>
21	Division 2 NJDOT 612003P	REGULATORY AND WARNING SIGN 16 SF @ \$ <u>100.00</u> PER SQUARE FOOT <u>one Hundred dollar</u> (Write out price)	<u>1,600.00</u>
22	Division 2	BREAKAWAY SUPPORT, STEEL "U" POST AND HARDWARE 5 UNITS @ \$ <u>200.00</u> PER UNIT <u>Two Hundred dollars</u> (Write out price)	<u>1,000.00</u>
23	Division 2	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC 24" WHITE 73 LF @ \$ <u>25.00</u> PER LINEAR FOOT <u>Twenty Five dollar</u> (Write out price)	<u>1,825.00</u>

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<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
24	Division 2	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN 4" YELLOW 688 LF @ \$ 10.00 PER LINEAR FOOT <u>Ten dollars</u> (Write out price)	<u>6,880.00</u>
25	Division 2	TRAFFIC MARKINGS, THERMOPLASTIC, WHITE "STOP" 20.8 SF @ \$ 30.00 PER SQUARE FOOT <u>Thirty dollars</u> (Write out price)	<u>624.00</u>
26	Division 2	SOLAR POWERED LIGHT SYSTEM (COMPLETE) LUMP SUM @ \$ 80,000.00 <u>Eighty thousand dollars</u> (Write out price)	<u>80,000.00</u>
27	Division 2	RELOCATE EXISTING MAILBOX 1 UNIT @ \$ 100.00 PER UNIT <u>one Hundred dollars</u> (Write out price)	<u>100.00</u>
28	Division 2 NJDOT 158090P	TREE PROTECTION 40 LF @ \$ 20.00 PER LINEAR FOOT <u>Twenty dollars</u> (Write out price)	<u>800.00</u>

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<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
29	Division 2 NJDOT 804009P	TOPSOIL SPREADING, 5" THICK (I&W DIRECTED) 100 SY @ \$ <u>10.00</u> PER SQUARE YARD <u>Ten dollars</u> (Write out price)	<u>1,000.00.</u>
30	Division 2	FERTILIZING AND SEED, TYPE "M" (I&W DIRECTED) 100 SY @ \$ <u>5.00</u> PER SQUARE YARD <u>Five dollars</u> (Write out price)	<u>500.00</u>
31	Division 2 NJDOT 809003M	STRAW MULCHING (I&W DIRECTED) 100 SY @ \$ <u>5.00</u> PER SQUARE YARD <u>Five dollars</u> (Write out price)	<u>500.00</u>
TOTAL PRICE BID (Items 1 to 31) <u>Three Hundred Forty one</u> <u>Thousand Two Hundred</u> <u>nine dollars</u> (Write out price)			<u>341,209.00</u>

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If a Corporation, LLCName of Contractor T Fiதாகis Construction LLCSignature of Bidder [Signature]
Name Title
Themis Fiதாகis memberBusiness Address 197 Central Ave Edison NJ 08817Incorporated under the Laws of the State of New Jersey~~President~~ member Themis Fiதாகis member
(Name) (Title)~~Secretary~~ Niki Fiதாகis member
(Name) (Title)Treasurer _____
(Name) (Title)Dated: 7-25-22

(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

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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

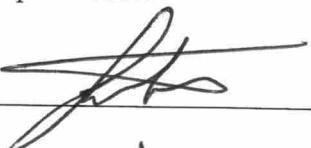
**WEST WINDSOR TOWNSHIP
DEY FOREST PARK AT CARLTON PLACE
PEDESTRIAN ACCESS IMPROVEMENTS TO TRANSIT VILLAGE**

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			

Acknowledged by BidderName of Bidder: T. Fiதாகის Construction LLC

By Authorized Representative:

Signature: Print Name and Title: Themis Fiதாகის memberDate: 7-27-22

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

BID BOND

See Attached

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

_____ as Principal, and _____ as Surety, are

hereby held and firmly bound unto the **Township of West Windsor**, as Owner, in the Penal Sum of

_____ (\$ _____) for the payment of which, well and truly to be

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

Signed this, _____ day of _____, 20__.

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

**DEY FOREST PARK AT CARLTON PLACE
PEDESTRIAN ACCESS IMPROVEMENTS TO TRANSIT VILLAGE**

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.

Principal

BY: _____
Witness

Surety

BY: _____
Witness

Attorney-in-Fact

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

SUBCONTRACTOR DECLARATION

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.

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

LIST OF SUBCONTRACTORS

TITLE OF BID: Dey Forest Park at Carlton Place, Pedestrian
Access Improvements to Transit Village

NAME OF BIDDER: T. Fiatakis Construction LLC

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
<u>NONE</u>				

Plumbing and Gas Fitting and All Kindred Work:

Name _____ Phone # _____

Address _____

License Number _____

Electrical Work:

Name _____ Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:

Name _____ Phone # _____

Address _____

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

Name _____ Phone # _____

Address _____

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

WEST WINDSOR TOWNSHIP
COUNTY OF MERCER

I, Themis Piatakis of the Municipality of Edison in the County of Middlesex 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 member, 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.

T. Piatakis Construction LLC
Name of Contractor (Type or Print)

[Signature] member
Signature/Title

Subscribed and Sworn before me this

27th Day of July, 2022

Themis Piatakis
(Type or Print Name of Affiant)

Eleftheria C. Moudrakis
Notary Public
My Commission Expires _____

ELEFThERIA C. MOUDRAKIS
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50070894
My Commission Expires 10/27/2022

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CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 1984
 Name and address of Officers: Thomas Rotakis - 197 Central Ave
~~President:~~ Edison NJ 08817
 Vice President: Nik Rotakis member - 197 Central Ave
 Secretary: Edison NJ 08817
 Treasurer: _____

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 38 yrs
2. How many years' experience in this type of construction work has your organization had? _____
3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ <u>See Attached</u>	_____	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

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

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>See Attached</u>	_____
B.	_____	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____

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

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

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

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

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
<u>Corb & S. Demaris</u>	<u>Howell Trup</u>	<u>\$ 200,000</u>
_____	_____	<u>\$ _____</u>
_____	_____	<u>\$ _____</u>
_____	_____	<u>\$ _____</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.

\$800,000

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

See Attached

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

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CONSENT OF SURETY

See Attached

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.

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

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

_____, Insurance Company,
Name

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) _____

for (Project) _____

is awarded to (Bidder) _____
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 _____ day of _____, 20____.

_____, INSURANCE COMPANY
(Name)

By _____
(Name)
Attorney in Fact

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :COUNTY OF Mercer :SS: 155 665039

I, Themis Fiதாகis of the (City, Town, Township, Borough, etc.)
of Edison in the County of Middlesex and the
State of New Jersey, of full age, being duly sworn according to
law on my oath depose and say that:

I am Member
of the firm of T. Fiதாகis Construction LLC
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 TWP & West Windsor relies upon the truth of the statements
contained in said Proposal and in this affidavit in awarding the contract for the said Project.

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

T. Fiதாகis Construction LLC
(Name of Bidder)

(Also type or print name of affiant under signature)

Themis Fiதாகis member

Subscribed and sworn to before me this

27th day of July, 2022.

Notary Public of Eleftheria C. Moudrakis

My commission expires _____, 20_____.

ELEFThERIA C. MOUDRAKIS
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50070894
My Commission Expires 10/27/2022

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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:

T Fiatakis Construction LLC

Organization

Address:

197 Central Ave Edison NJ 08817

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.)**

**Dey Forest Park at Carlton Place
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(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Thomas Fotakis	197 Central Ave Edison NJ 08817
Niki Fotakis	197 Central Ave Edison NJ 08817

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

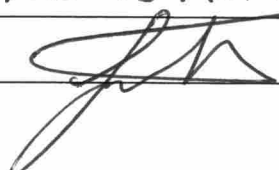
Please list the names and addresses of each stockholder, partner or member owning a ten (10%) percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The 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.**

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Thomas Fotakis	197 Central Ave Edison NJ 08817
Niki Fotakis	197 Central Ave Edison NJ 08817

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 *<name of contracting unit>* 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 *<type of contracting unit>* to notify the *<type of contracting unit>* 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, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Thomas Fotakis	Title:	member
Signature:		Date:	7-27-22

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

(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

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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;

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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.

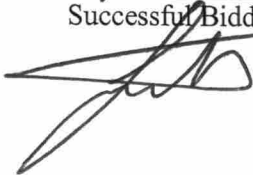
After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the 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

T. Firotakis Construction LLC
Successful Bidder / Contractor



Signed, sealed and delivered
in the presence of

Eletheria C. Moudrakis

ELEUTHERIA C. MOUDRAKIS
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50070894
My Commission Expires 10/27/2022

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

AGREEMENT

This Contract made the _____ day of _____, 2022 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and _____, having its principal place of business at _____ (hereinafter called "the Contractor").

W I T N E S S E T H:

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

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **Dey Forest Park at Carlton Place, Pedestrian Access Improvements to Transit Village**. Performance by the Contractor is to be completed not later than **45** calendar days from the commencement date set forth in 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

**Dey Forest Park at Carlton Place
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material or services furnished and delivered under this Agreement by the Contractor, or by and on account 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

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

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;

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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 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

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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 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

**Dey Forest Park at Carlton Place
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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.

- (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.

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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.

- (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 **Seven Hundred Fifty Dollars (\$750.00) 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

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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.

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

Gay Huber
Township Clerk

By:

Hemant Marathe
Mayor

By:

Contractor

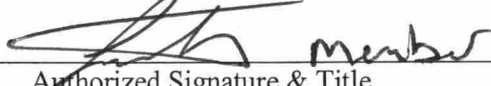
**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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 27 day of July, 2022

as a binding act in deed of T Fiதாகის Construction LLC
Name of Organization

 member
Authorized Signature & Title

Thomas Fiதாகის member
Print Authorized Signature Name & Title

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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.

This PREVAILING WAGE AFFIDAVIT is signed this 27 day of

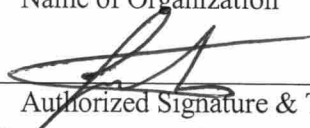
July, 20 22

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

as a binding act in deed of

T Giotakis Construction LLC

Name of Organization

 member

Authorized Signature & Title

Themis Giotakis member

Print Authorized Signature Name & Title

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

**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.

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

**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.

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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 one (1) year 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

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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)

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

CONTRACTOR'S AFFIDAVIT

STATE OF: New JerseyCOUNTY OF: Mercer

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

Themis Fiதாகის
(Individual, Partner, or duly authorized representative of Corporate Contractor)Of T. Fiதாகის Construction LLC
(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

Dey Forest PARK pedestrian Access Improvements
(Project)

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

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: NEW JERSEYCOUNTY OF: Mercer SS: 155665039On this 27 day of July 2022 before me personally came
and appeared Themis Fiதாகის to me known, who,being by me duly sworn, did depose and say that he resides at 197 Central AveEdison NJ and
that he is the member of T. Fiதாகის Construction LLC

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)

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF: _____
COUNTY OF: _____ SS: _____

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: _____
COUNTY OF: _____ SS: _____

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)

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

Themis Fiதாகის
Of T Fiதாகის Construction LLC, 197 Central Ave
(Full Name)
(Company and Street Address)

Middlesex County and State of New Jersey

does hereby acknowledge that he has received this 27 day of July

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.

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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: _____
(PARTNER) (SEAL)

Attest: _____ (SEAL)

BY: _____
(SECRETARY, PRESIDENT OR VICE PRESIDENT) (SEAL)

(CORPORATE SEAL)

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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.

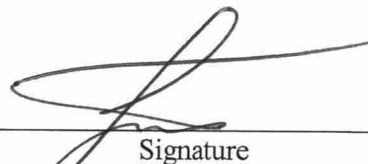
	Name	Not Registered	Registration Number
Bidder	<u>T. Fiதாகis Construction LLC</u>	_____	<u>1647365</u>
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____

Subscribed and sworn

Before me this 27th day

Of July 20 22.

Notary Public of Eleftheria C. Moudrakis


Signature

Thomas Fiதாகis member

Name and Title
(type or print)

My Commission Expires ELEFThERIA C. MOUDRAKIS

NOTARY PUBLIC OF NEW JERSEY
Comm. # 50070894

My Commission Expires 10/27/2022

**** 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.**

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

N.J.S.A. 34:11-56.48 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance.

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 Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

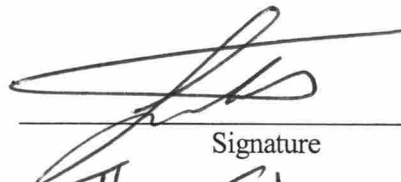
Copies of the Public Works Contractor Registration shall be submitted and attached to this form.

Name	Not Registered	Registration Number
Bidder <u>T Fiotakis Contractor LLC</u>	_____	<u>622766</u>
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn

Before me this 27th day
Of July 20 22.

Notary Public of Eleftheria C. Moudrakis



 Signature
Themis Fiotakis member
 Name and Title
 (type or print)

My Commission Expires _____, 20 _____

ELEFThERIA C. MOUDRAKIS
NOTARY PUBLIC OF NEW JERSEY
 Comm. # 50070894
 My Commission Expires 10/27/2022

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: Dey Forest Park Bidder/Offeror: T. Fiதாக Construction LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and 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.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) Therios Fiதாக Signature: [Signature]
Title member Date: 7-27-22

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039

TRENTON, NEW JERSEY 08625-0039

<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipet)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

List Date: January 10, 2022

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

**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 thereunto, 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

T. Kiotakis Construction LLC
Successful Bidder / Contractor

Thomas Kiotakis
member

Signed, sealed and delivered
in the presence of

Eleftheria C. Moudrakis
(Notarized)

ELEFThERIA C. MOUDRAKIS
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50070894
My Commission Expires 10/27/2022

Bid Forms Section

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
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 units 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.

CERTIFICATION OF NON-DEBARMENT

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

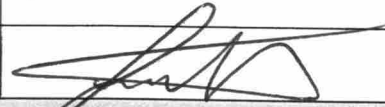
FOR FEDERAL GOVERNMENT CONTRACTS

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	T. Fotakis Construction LLC
Address of Individual or Organization	197 Central Ave Edison NJ 08817
DUNS Code (if applicable)	175 053 107
CAGE Code (if applicable)	919 B6
Check the box that represents the type of business organization:	

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

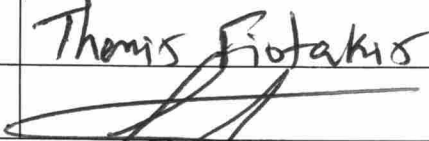
PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification 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):	Thomas Fotakis	Title:	member
Signature:		Date:	7-27-22
PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization			

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

Section A (Check the Box that applies)	
<input checked="" 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.
Name of Individual or Organization	Niki Fotakis
Home Address (for Individual) or Business Address	197 Central Ave Edison NJ 08817
OR	
<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.
Section B (Skip if no Business entity is listed in Section A above)	
<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 organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
Section C – Part III Certification	
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in	

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

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 the <name of contracting unit> 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):	Thomas Fiotakis	Title:	member
Signature:		Date:	7-27-22

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 Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity

Business Address

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

OR

<input type="checkbox"/>	The Organization listed above in Part I 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
--------------------------	--

**Dey Forest Park at Carlton Place
Pedestrian Access Improvements to Transit Village**

	(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		Business Address	
Add additional Sheets if necessary			
OR			
<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			
<p>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 turns 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.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

T FIOTAKIS CONSTRUCTION LLC

TRADE NAME:

ADDRESS:

197 CENTRAL AVENUE
EDISON NJ 08817

EFFECTIVE DATE:

06/20/11

SEQUENCE NUMBER:

1647365

ISSUANCE DATE:

06/20/11

James J. Gusmano
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

04-087 0205846V

Certificate Number
622766

Registration Date: 02/13/2022
Expiration Date: 02/12/2024



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

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

Responsible Representative(s):
Niki Fiotakis, Member

Responsible Representative(s):
Themistoklis Fiotakis, Managing Member

T Fiotakis Construction LLC
2022

Robert Asaro-Angelo

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.

Reference Sheet

Town	Type of Work	Town Engineer	Total Bid	Extra Work	Completed in Time
Town of Morristown	Kleitmans Woods Park	Mark Gandy-973-292-4894	\$215,000.00	No	Yes
Township of Randolph	Retaining Wall Everdale Road and plantings	Richard Lindsey-973-989-7066	\$125,000.00	No	Yes
Borough of South Orange Village	Pedestrian Bridge, concrete work, landscape and walkways	Ed Gulyas (973)-378-7715	\$408,000.00	No	Yes
Princeton Township	Curb and Sidewalk Repairs	Chris Knigge-609-921-7077	\$199,000.00	No	Yes
East of Eden, Middletown NJ Fountain Ridge	Storm Drainage and Concrete Work	Bob Bucco Najarian Assic- 732-389-0220	\$ 414,000.00	No	Yes
Lawrence Township	Storm Drainage and Concrete Work	James F. Parvesse 609-844-7087	\$ 154,000.00	No	Yes
Township of Westfield	Concrete Replacement	Chris Mcaloon 908-789-4040	\$147,000.00	No	Yes

BID BOND

KNOW ALL BY THESE PRESENTS, That we, T. Fiதாகis Construction LLC

of 197 Central Ave., Edison, NJ 08817 (hereinafter called the Principal),

as Principal, and NGM INSURANCE COMPANY

(hereinafter called the Surety), as Surety are held and firmly bound unto Township of West Windsor

(hereinafter called the Obligee) in the penal sum of 10% of Bid Amount Not to Exceed \$20,000.00

Dollars (\$ ----)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Dey Forest Park at Carlton Place Pedestrian Access Improvements to Transit Village

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 29th day of July, 2022.

eleftheria moudraki

Witness

T. Fiதாகis Construction LLC

(Seal)

Principal

Manager
Title

NGM Insurance Company

By

Pamela J. Boyle
Pamela J. Boyle

Attorney-in-Fact

Stephanie F. Foy

Witness

NGM Insurance Company

55 West Street, Keene, NH 03431

CONSENT OF SURETY

To: Township of West Windsor

Re: Contractor Name: T. Fiotakis Construction LLC

Project Description:

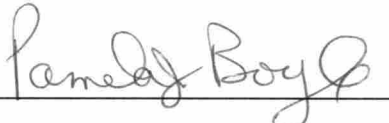
Dey Forest Park at Carlton Place Pedestrian Access Improvements to Transit Village

The NGM Insurance Company, a corporation organized under the laws of the state of Florida, authorized to do business in the state of NJ hereby agrees that in the event Contractor is the successful bidder for:

Dey Forest Park at Carlton Place Pedestrian Access Improvements to Transit Village

And is awarded the contract, it, as surety, will provide the contractor with bonds in such sums as are required in the advertisement or in the specifications.

NGM Insurance Company



Surety

Pamela J. Boyle, Atty-In-Fact

July 29, 2022

Date



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03103330

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Joseph W Mallory, Pamela J Boyle, Robert E Culnen, Lisa Nosal, Louis A Vlahakes, Stephanie F Foy** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Senior Vice President,
General Counsel and Secretary

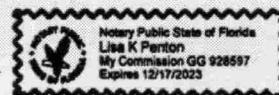


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, depose and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

29th day of July, 2022.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 10th, 2022, the following officers were elected and remain in office:

CHRISTOPHER R. LISTAU.....CHIEF EXECUTIVE OFFICER AND PRESIDENT
KIMBERLY K. LAW..... VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
JOSEPH D. FREITAS VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
DAVID S. MEDVIDOFSKY SENIOR VICE PRESIDENT, PRODUCT OPERATIONS
RUTH C. MUNGER, ANNA D. PARKER, KEVIN A COMIER, NANCY L. GIORDANO-RAMOS, PRIYESH A. PATEL,
ANDREW S. ROSE, THERESA E. BREUNIG-SILBERNAGEL VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2021.

ADMITTED ASSETS

Bonds at Amortized Values.....\$93,827,372
Stocks at Market Value\$149,665,700
First Mortgage Loans 0
Real Estate\$ 3,266,674
Cash in Office and Banks..... (21,911,010)
Short Term Investments.....\$3,233,592
Agent's Balance (Less than 90 Days)\$298,575,653
Accrued Interest.....\$441,279
Other Assets\$319,261,956
TOTAL ADMITTED ASSETS\$846,361,216

LIABILITIES

Reserve for Losses 0
Reserve for Loss Adjustment Expenses 0
Reserve for Unearned Premiums 0
Reserve for Other Underwriting Expenses.....\$55,861,050
Reserve for Taxes, Licenses, and Fees.....\$3,366,863
Loss Drafts in Transit..... 0
Other Liabilities\$219,138,101
Total Liabilities\$278,366,014
Policyholders' Surplus.....\$567,995,202
TOTAL\$846,361,216

Securities as deposited by law, included above = \$ 5,498,220

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on
this 10 day of March, 2022

IN WITNESS THEREOF I hereunto subscribe
my name and affix the seal of said company
this 10 day of March, 2022

[Signature]

[Signature]

Kimberly K. Law
Vice President, General Counsel & Secretary



Surety Disclosure Statement and Certification

Pursuant to N.J.S.A. 2A:44-143

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

- 1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2021 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by is PricewaterhouseCoopers LLP, One North Wacker, 11th Floor, Chicago, IL 60606

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
NGM Insurance Company	\$5,250,000	\$567,995,202

- 2) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority: pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2022 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitations</u>
NGM Insurance Company	\$ 54,739,000

- 3) The amount of the bond to which the statement and certification is attached is \$ 10% of Bid Amount Not to Exceed \$20,000.00

- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in item 3 above, then for each such contract of reinsurance:

- a) The name and address of each such reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:

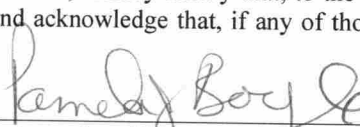
<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

And;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

Certificate

I, Pamela J. Boyle as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, 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 made by me are false, this bond is void.


(Signature of certifying agent/officer)

Pamela J. Boyle

(Print name of certifying agent/officer)

Date: July 29, 2022

Attorney in Fact