

SIDEWALK REPAIR PROGRAM - 2025

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF WEST WINDSOR

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

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

Required with
Submission of Bid
By State Statute

Bidder:
Initial each item
Submitted with Bid

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

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

West Windsor Requires
w. Submission of Bid

Bidder: Initial each
Item Submitted w/ Bid

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

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

West Windsor Requires
At Award

Bidder: Initial each
Item Submitted w/ Bid

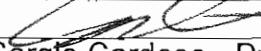
<input checked="" type="checkbox"/>	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	SC
<input checked="" type="checkbox"/>	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	SC
<input checked="" type="checkbox"/>	Disclosure of Investment Activities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

SIDEWALK REPAIR PROGRAM - 2025

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

Name of Bidder: The Ambient Group LLC.

By Authorized Representative: Sergio Cardoso

Signature: 

Print Name and Title: Sergio Cardoso - President

Date Signed: 10/21/25

[Remainder of page intentionally left blank]

SIDEWALK REPAIR PROGRAM - 2025**BID FORM and BID ITEMS**

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

RE: **WEST WINDSOR TOWNSHIP**
SIDEWALK REPAIR PROGRAM - 2025

This Bid will not be accepted after **2:30 pm** prevailing time on **October 22, 2025** at which time all Bids will be publicly opened and read.

The Ambient Group 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.

SIDEWALK REPAIR PROGRAM - 2025

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."

[Remainder of page intentionally left blank]

SIDEWALK REPAIR PROGRAM - 2025

BID ITEMSWEST WINDSOR TOWNSHIP
2025 SIDEWALK REPAIR PROGRAMBASE BID

ITEM #	SPEC. REFER. FOR PAYMENT	BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES			EXTENSION
		CONCRETE SIDEWALK REPAIR (IWD)	5,826 SF @ \$ 25.75 PER SF	One Hundred Fifty Thousand Nineteen Dollars and Fifty Cents	
1	Special Condition				\$ 150,019.50
	12	(Write out price)			
		TOTAL BASE BID (ITEM #1)			\$ 150,019.50

ALTERNATE # 1

ITEM #	SPEC. REFER. FOR PAYMENT	BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES			EXTENSION
		CONCRETE SIDEWALK REPAIR (IWD)	1,120 SF @ \$ 25.75 PER SF	Twenty Eight Thousand Eight Hundred Forty Dollars	
A-1	Special Condition				\$ 28,840.00
	12	(Write out price)			
		TOTAL ALTERNATE #1 (ITEM A-1)			\$ 28,840.00

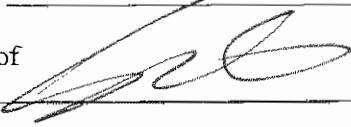
BID ITEMSWEST WINDSOR TOWNSHIP2025 SIDEWALK REPAIR PROGRAM

B	TOTAL BASE BID	\$ 150,019.50
B *	TOTAL BASE BID + ALTERNATE #1	\$ 178,859.50

SIDEWALK REPAIR PROGRAM - 2025

If a Corporation,

Name of Contractor The Ambient Group LLC.

Signature of Bidder  Sergio Cardoso - President

Name Title

Business Address 2515 Glassboro Cross Keys Rd. Williamstown, NJ 08094

Incorporated under the Laws of the State of New Jersey

President Sergio Cardoso - President

(Name) (Title)

Secretary _____

(Name) (Title)

Treasurer _____

(Name) (Title)

Dated: 10/21/25

(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

SIDEWALK REPAIR PROGRAM - 2025

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA
TO BID DOCUMENTS FORM****TOWNSHIP OF WEST WINDSOR
SIDEWALK REPAIR PROGRAM - 2025**

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: The Ambient Group LLC.By Authorized Representative: Sergio CardosoSignature: Print Name and Title: Sergio Cardoso - PresidentDate: 10/21/25

SIDEWALK REPAIR PROGRAM - 2025

BID BOND

Bond No.: HARCO-FL1579

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

The Ambient Group, LLC as Principal, and Harco National Insurance Company as Surety, are hereby held and firmly bound unto the Township of West Windsor, as Owner, in the Penal Sum of 10% of total amount bid not to exceed \$20,000.00 (\$20,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, 22nd day of October, 2025.

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

SIDEWALK REPAIR PROGRAM - 2025

NOW THEREFORE,

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

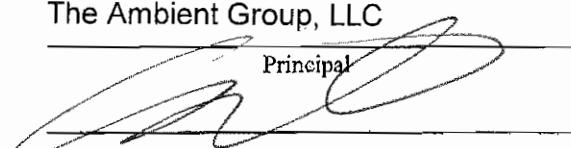
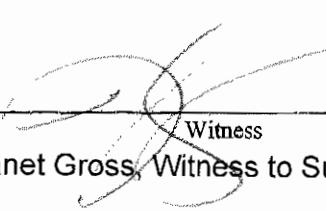
Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

BY: 
Witness

The Ambient Group, LLC


PrincipalBY: 
Witness
Janet Gross, Witness to Surety

Harco National Insurance Company

Surety


Attorney-in-Fact
Kenneth C. Turner, Attorney-in-fact

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE

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

(for use when surety has a Certificate from the U.S. Department of the Treasury in accordance
with 31 U.S.C. s9305)

HARCO NATIONAL INSURANCE COMPANY surety on the attached bond hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirement of R.S. 17:17-6 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) 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, 2024, which amounts have been certified by Johnson Lambert LLP, 4242 Six Forks Road, Suite 1500, Raleigh, NC 27609, and are included in the Annual Statement on file with the New Jersey Department of Banking and Insurance, 201 West State Street, Trenton, New Jersey.

HARCO NATIONAL INSURANCE COMPANY

POLICYHOLDERS' SURPLUS at December 31, 2024	1,020,914,339
DEDUCTIONS for investment in Subsidiary	83,867,802
POLICYHOLDERS' SURPLUS ALLOWED	937,046,537

- (3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C.s9305, the underwriting limitation established therein on August 1, 2025 is as follows:

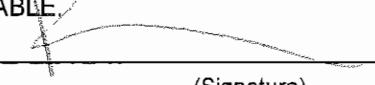
HARCO NATIONAL INSURANCE COMPANY	93,705,000
(4) The amount of the bond to which this statement and certification is attached is \$ <u>not to exceed \$20,000.00</u>	10% of total amount bid
(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above 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 the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is: N/A	
(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (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

(to be completed by an authorized certifying Agent or Attorney-in-Fact for each surety on the bond)

Kenneth C. Turner, as Attorney-in-Fact for Harco National Insurance Company

an insurance company domiciled in the State of Illinois, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.


(Signature)

Kenneth C. Turner

(Printed Name)

Attorney-in-Fact

(Title)

October 22, 2025

(Date)

HARCO NATIONAL INSURANCE COMPANY
 1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS
 AT DECEMBER 31, 2024

ASSETS

Bonds (Amortized Value)	\$151,003,602
Stocks (Preferred Stocks)	5,295,012
Stocks (Common Stocks)	1,117,319,913
Cash, Bank Deposits & Short-Term Investments	101,581,740
Other Invested Assets	0
Unpaid Premiums & Assumed Balances	147,431,464
Deferred Premiums, Agents Balances & Installments booked	12,276,867
Reinsurance Recoverable from Reinsurers	43,214,951
Reinsurance - Funds Held by or deposited with reinsured companies	15,163,786
Current Federal & Foreign Income Tax Recoverable & Interest	14,121,633
Investment Income Due and Accrued	2,090,174
Receivables from Parent Subsidiaries & Affiliates	14,302,543
Other Assets	1,052,236
TOTAL ASSETS	\$1,624,853,921

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$217,385,914
Reinsurance payable on paid losses & loss adjustment expense	661,855
Loss Adjustment Expenses	42,734,045
Commissions Payable, Contingent Commissions & Other Similar Charges	1,367,674
Other Expenses (Excluding Taxes, Licenses and Fees)	0
Taxes, Licenses & Fees (Excluding Federal Income Tax)	1,414,883
Current federal and foreign income taxes	0
Net Deferred Tax Liability	14,515,327
Unearned Premiums	164,124,841
Advance Premium	1,242,801
Ceded Reinsurance Premiums Payable	53,505,057
Funds held by Company under reinsurance treaties	29,506,468
Amounts Withheld by Company for Account of Others	62,460,811
Payable to Parent Subsidiaries & Affiliates	11,222,841
Other Liabilities	2,797,065
TOTAL LIABILITIES	\$603,939,582

Common Capital Stock	\$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	346,632,501
Surplus as Regards Policyholders	\$1,020,914,339
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	\$1,624,853,921

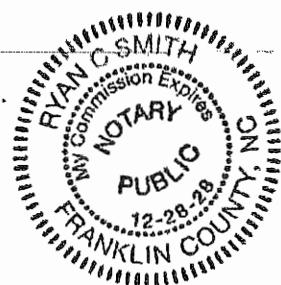
I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2024, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

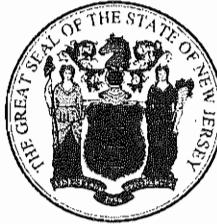
IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 25th day of February, 2025.
 HARCO NATIONAL INSURANCE COMPANY

John M. Mruk

SIGNED AND SWORN to before me on this 25th day of February, 2025.

Ryan C. Smith
 NOTARY PUBLIC, STATE OF North Carolina





State of New Jersey
Department of Banking and Insurance

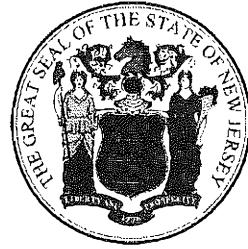
CERTIFICATE OF AUTHORITY

Date: **May 02, 2025**

NAIC Company Code: **26433**

THIS IS TO CERTIFY THAT THE HARCO NATIONAL INSURANCE COMPANY, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2026, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines**
- 10 - Aircraft Physical Damage**
- 11 - Other Liability**
- 12 - Boiler and Machinery**
- 13 - Fidelity and Surety**
- 15 - Burglary and Theft**
- 16 - Glass**
- 17 - Sprinkler Leakage and Water Damage**
- 19 - Smoke or Smudge**
- 02 - Earthquake**
- 20 - Physical Loss to Buildings**
- 22 - Mechanical Breakdown/Power Failure**
- 03 - Growing Crops**
- 04 - Ocean Marine**
- 05 - Inland Marine**
- 06 - Workers Compensation and Employers Liability**
- 07 - Automobile Liability Bodily Injury**
- 08 - Automobile Liability Property Damage**
- 09 - Automobile Physical Damage**



**JUSTIN ZIMMERMAN
COMMISSIONER, BANKING AND INSURANCE**

**COMPANY NAME: HARCO NATIONAL INSURANCE COMPANY NAIC COMPANY
CODE: 26433**

**STATUTORY HOME ADDRESS:
1701 GOLF ROAD
SUITE 1-600
ROLLING MEADOWS, IL 60008**

SPECIAL CONDITIONS:

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # HARCO-FL1579

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

BRUCE M. ALLEN, KENNETH C. TURNER, GREGORY M. ALLEN

West Chester, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents
on this 31st day of December, 2024

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zucher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company



On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.



Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 22, 2025



A00307

Irene Martins, Assistant Secretary

SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS

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

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

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

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

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

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

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

SIDEWALK REPAIR PROGRAM - 2025

LIST OF SUBCONTRACTORSTITLE OF BID: Sidewalk Repair Program - 2025 NAME OF BIDDER: The Ambient Group LLC.

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area

Plumbing and Gas Fitting and All Kindred Work:Name None Phone # _____

Address _____

License Number _____

Electrical Work:Name None Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:Name None Phone # _____

Address _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work:Name None Phone # _____

Address _____

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

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

I, Sergio Cardoso of the Municipality of Sewell in the County of Gloucester 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 President, 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.

The Ambient Group LLC.

Name of Contractor (Type or Print)

 President
Signature/Title

Subscribed and Sworn before me this

21st Day of October, 2025

Sergio Cardoso - President

(Type or Print Name of Affiant)


Notary Public
My Commission Expires 10/14/2026

CHARLES IEPSON
Notary Public, State of New Jersey
My Commission Expires 10/14/2026

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 1/7/2007

Name and address of Officers: _____

President: Sergio Cardoso - 222 Thies Rd. Sewell, NJ 08080

Vice President: _____

Secretary: _____

Treasurer: _____

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 18
2. How many years' experience in this type of construction work has your organization had? 18
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.	_____	_____

4. Have you ever failed to complete any work awarded to you (within the last ten years)? No

SIDEWALK REPAIR PROGRAM - 2025

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)? N/A

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>
See Attached		\$ _____
		\$ _____
		\$ _____
		\$ _____

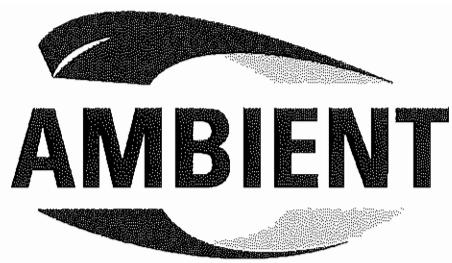
7. State approximately the largest amount of work you have done in any one year (within the last ten years) of a similar nature to the work being bid on.

\$7,500,000

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

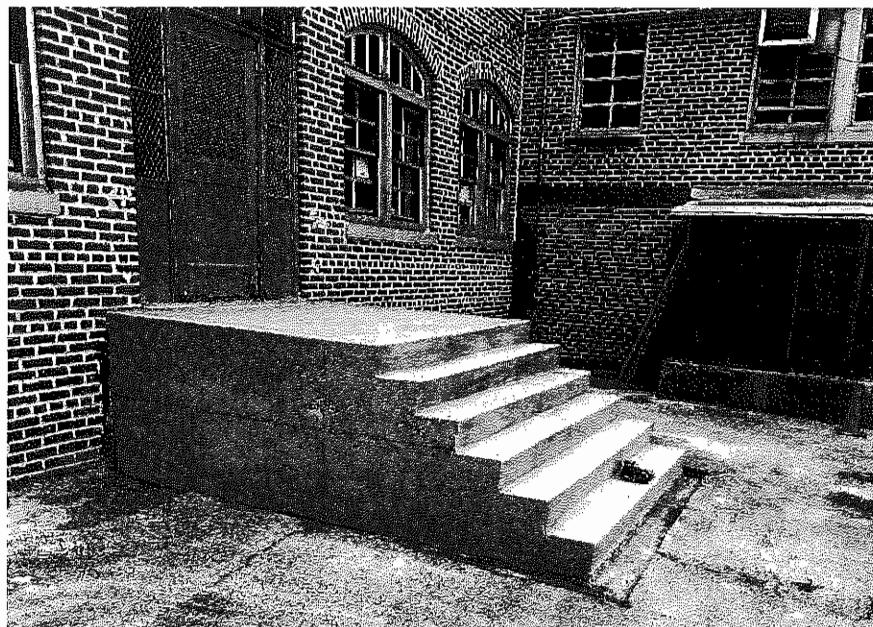
See Attached

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



The Ambient Group, LLC
2515 Glassboro Cross Keys Rd
Williamstown, NJ 08094
P 856-582-1765
F 856-582-2114
www.ambientgp.com

East Ward Elementary School
Remove and Replace Concrete Stairs
Newark, New Jersey



Client: Spartan Construction

Contact: Niko Krimitzis P: (732) 585-2300 Email: niko@spartanconstructionnj.com

Contract Amount: \$36,094.00

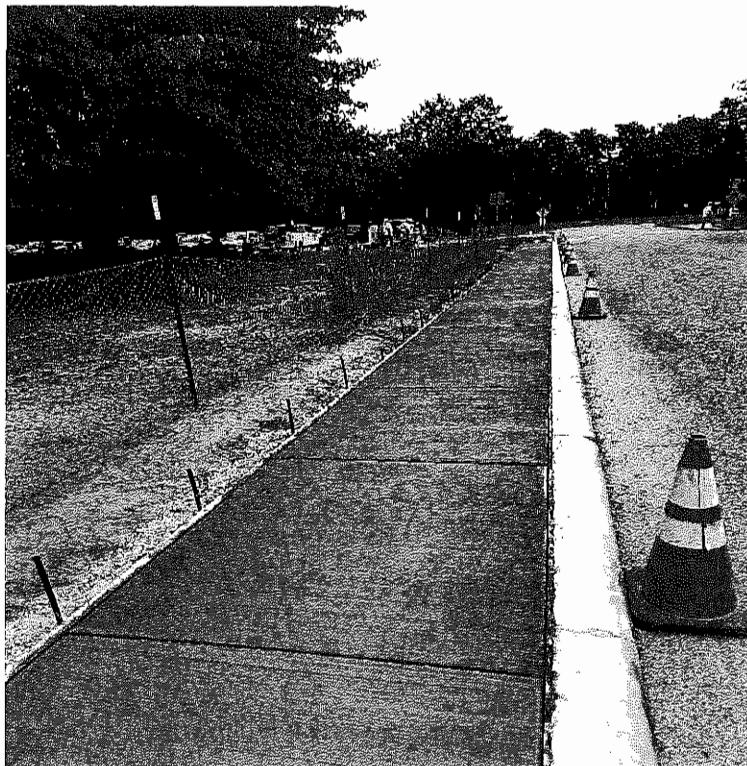
Date of Completion: September 2024

Project Description: The scope of work on this project included layout, demolition, and installation, of two sets of concrete stairs and landings. Once removed, footings were excavated to proper depths, rebar reinforcement installed, and foundations poured. Stairs were then formed and braced, allowing for the placement and finish of the stairs.



The Ambient Group, LLC
2515 Glassboro Cross Keys Rd
Williamstown, NJ 08094
P 856-582-1765
F 856-582-2114
www.ambientgp.com

Federal Aviation Administration
Sidewalk removal and replacement
Egg Harbor, New Jersey



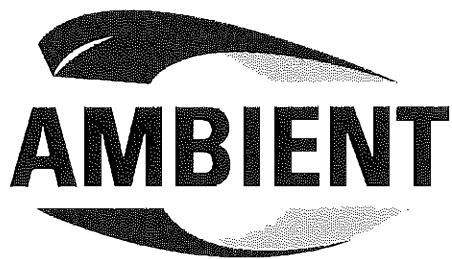
Client: Federal Aviation Administration

Contact: Mohamed Hassan Ph.: 609-380-6611 Email: Mohamed.hassan@faa.gov

Contract Amount: \$36,000.00

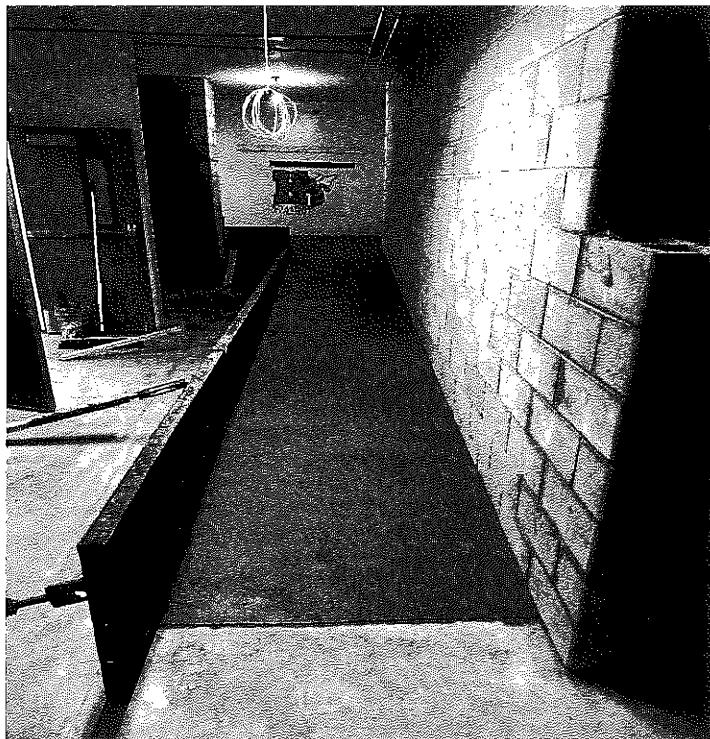
Date of Completion: October 2024

Project Description: The scope of work for this project required the removal and disposal of existing sidewalk and stone base. Once removed, DGA was brought in and compacted for the concrete sub-base. Welded wire reinforcement was placed, and the sidewalk was formed to meet project specifications. 5000 psi concrete was then placed and finished to the proper elevations. Beyond the removal and installation, Ambient was responsible for compaction testing as well as testing of the concrete. Once installed, all disturbed areas were restored and hydroseeded.



The Ambient Group, LLC
2515 Glassboro Cross Keys Rd
Williamstown, NJ 08094
P 856-582-1765
F 856-582-2114
www.ambientgp.com

Hamilton High School West
New Interior ADA Ramp
Trenton, New Jersey



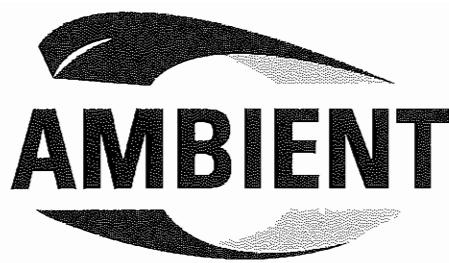
Client: Spartan Construction

Contact: Sergey Skarulis P: (646) 593-0314 Email: sergey@spartanconstructionnj.com

Contract Amount: \$15,542.00

Date of Completion: August 2024

Project Description: The scope of work on this project included layout, selective demolition, and installation of a new interior concrete ramp. The ramp was designed and installed to be ADA compliant and required the installation of rebar reinforcement.



The Ambient Group, LLC
2515 Glassboro Cross Keys Rd
Williamstown, NJ 08094
P 856-582-1765
F 856-582-2114
www.ambientgp.com

RPI Equipment Warehouse
New Building Structure
Carneys Point, New Jersey



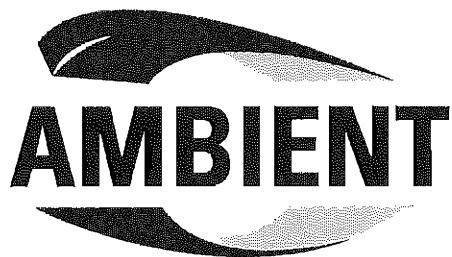
Client: 2nd Story Renovations

Contact: Dean Rittenhouse Ph.: 610-842-3486 Email: dean@2ndstoryrenovations.com

Contract Amount: \$300,000.00

Date of Completion: November 2024

Project Description: The scope of work involved layout, excavation, and installation, of the foundation structure and reinforced slab on grade. This 13,000 square foot building has a foundation comprised of numerous spread footings along with a continuous perimeter footing to support the eight-inch reinforced cast in place concrete walls and piers. Ambient was responsible for the layout and installation of the cast in place anchor bolts to support the steel structure. The shop area slab on grade consisted of an eight-inch-thick slab reinforced with a double layer rebar mat and included the installation of a dry shake concrete floor hardener. The office area of this building had a welded wire mesh installed for reinforcement and measured six inches in thickness. Utilizing a Tele-Belt, Ambient was able to place and finish this warehouse floor in a single pour.



The Ambient Group, LLC
2515 Glassboro Cross Keys Rd
Williamstown, NJ 08094
P 856-582-1765
F 856-582-2114
www.ambientgp.com

Southwinds at Gloucester
New Curb Installation
Blackwood, New Jersey



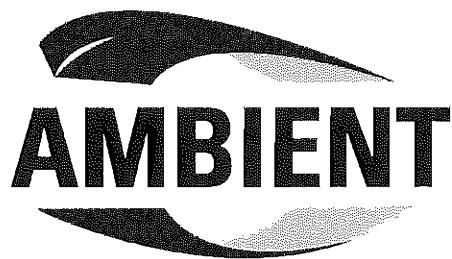
Client: Teicher Group

Contact: Ed Howard Ph.: 908-875-1243 Email: ehoward@teichergroup.com

Contract Amount: \$90,000.00

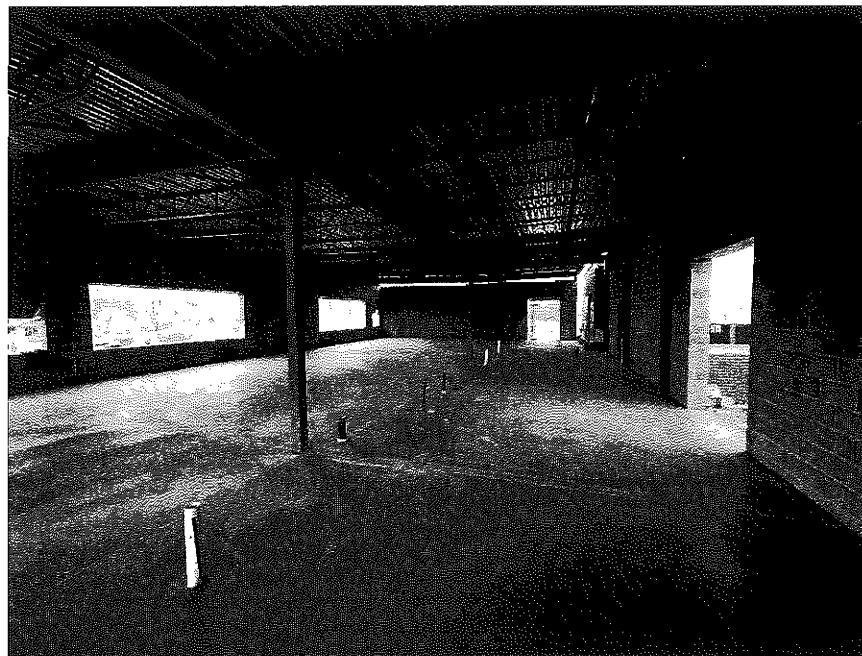
Date of Completion: February 2025

Project Description: The scope of this project consisted of saw cutting approximately 2,600 LF of county roadway to excavate and install new concrete curb. Facing winter conditions, concrete blankets were utilized to protect the concrete and sub-base from freezing temperatures. DGA stone was imported by Ambient to backfill along the roadway and curb.



The Ambient Group, LLC
2515 Glassboro Cross Keys Rd
Williamstown, NJ 08094
P 856-582-1765
F 856-582-2114
www.ambientgp.com

Van Derveer Elementary School
New Addition
Somerville, New Jersey



Client: EMY Solutions

Contact: Phil Fehrman P: (732) 754-2267 Email: philip.fehrman@emysolutions.net

Contract Amount: \$105,712

Date of Completion: April 2025

Project Description: The scope of work on this project involved the layout, excavation, and installation of the structure foundation and reinforced slab on grade. This 4,350 Sq ft addition required installation of continuous perimeter footings, several spread footings and concrete piers. Anchor bolts were successfully placed at locations and elevations per plan by Ambient for placement of all steel columns. Vapor barrier and welded wire mesh were then installed throughout the slab area allowing our crews to place and finish the slab on grade.

Uncompleted Contracts/WIP
October 17, 2025



PROJECTS UNDER CONTRACT		Schedule		Contract Amount (adj)	Amount Invoiced to Date	Contract Balance	Percent Complete
Client	Project Name	Start	Estimated Finish				
PGW	Trench Spoils	6/26/2024	6/25/2028	\$1,400,000.00	\$470,284.00	\$929,716.00	33.59%
FAA	AST Install and UST Removal	10/1/2024	12/31/2025	\$797,000.00	\$631,772.00	\$165,228.00	79.27%
Camden Redevelopment Agency	Elijah Perry Park Triangle	4/1/2025	12/31/2025	\$109,488.00	\$68,600.00	\$40,888.00	62.66%
Command Company	Von Nieda Park	6/1/2025	10/18/2025	\$301,230.00	\$241,930.00	\$59,300.00	80.31%
Collegeville Borough	Streambank Stabilization	9/1/2025	12/31/2025	\$96,280.00	\$62,550.00	\$33,730.00	64.97%
Bayonne	Bayonne Bay East	6/1/2025	10/31/2025	\$423,000.00	\$282,820.00	\$140,180.00	66.86%
Piscataway	Eco Park Remediation	10/1/2025	12/30/2025	\$1,377,570.00	\$0.00	\$1,377,570.00	0.00%
Montclair Township	Former Southend Pyramid Service Station	7/1/2025	11/15/2015	\$506,310.00	\$46,746.00	\$459,564.00	9.23%
South Bound Brook	Former Black Belt Remediation	7/1/2025	11/11/2015	\$264,630.00	\$0.00	\$264,630.00	0.00%
NJ Department of Education	School For The Deaf	7/1/2025	11/15/2015	\$37,000.00	\$0.00	\$37,000.00	0.00%
Anchor Management	Select Soccer	5/19/2025	12/30/2025	\$617,573.00	\$442,313.00	\$175,260.00	71.62%
Constohocken Borough	Weinmann Park	5/19/2025	11/15/2025	\$93,475.00	\$84,600.00	\$8,875.00	90.51%
Anchor Management	Germantown Academy ECLC	8/1/2025	12/30/2025	\$335,105.00	\$0.00	\$335,105.00	0.00%
Montgomery County	Prison Farm Bus Shelter	7/1/2025	12/30/2025	\$64,500.00	\$11,610.00	\$52,890.00	18.00%
Abington Township	Roslyn Fire Company	9/2/2025	12/30/2025	\$72,000.00	\$21,500.00	\$50,400.00	30.00%
Scozzari Builders	Trenton 9th Grade Academy	10/1/2025	12/30/2025	\$501,285.00	\$0.00	\$501,285.00	0.00%
Scozzari Builders	Trenton Battle Monument	10/1/2025	1/30/2026	\$59,900.00	\$0.00	\$59,900.00	0.00%
Borough of West Conshohocken	ADA Ramps	10/1/2025	1/30/2025	\$249,850.00	\$0.00	\$249,850.00	0.00%
*Asbury Park	Ridge & Springwood Remediation	10/1/2025	12/30/2025	\$555,000.00	\$0.00	\$555,000.00	0.00%

*Contracts Pending

EQUIPMENT LIST
October 1st, 2025



HEAVY EQUIPMENT	
<i>Quantity</i>	<i>Description</i>
1	Caterpillar 317GC Excavator 2022
1	Caterpillar 315 Excavator 2024
1	Caterpillar 938M Loader 2017
1	Caterpillar 420 IT Backhoe 2018
1	Caterpillar D5 Dozer 2019
1	Caterpillar 279D3 Skidsteer W/Brush Cutter, Forks, Trencher
1	Caterpillar H120Es Hydraulic Hammer w/Tip
1	Freightliner 1088D Vac Truck W/Presvac PVB 750 Vacuum Pump
1	Kenworth T880 Triaxle Dump Truck 2019
1	Cheetah 20 Ton Tag Trailer 2010
1	Dual Axle Utility Trailer 2010
1	Big Tex Dual Axle Utility Trailer 2016
1	Mil 824 Office Trailer 1999
1	F150 Utility Truck 2015
1	F350 Utility Truck 2024
1	F350 Utility Truck 2021

1	F350 Utility Truck 2023
1	Kenworth T880 Roll Off Truck 2024
1	Core Cut CC1200XL Walk Behind Saw
1	Rotair D185 Compressor
1	DCA 25 KVA 3 Phase Isuzu Generator w/ Trailer
1	Craftsman 3500 Portable Generator
1	Honda 6500 Portable Generator
1	Lay Mor Street Sweeper
1	MBW AP2000 Plate Tamper w/Pad
2	CAT Excavator Bucket
1	Krypto Claw w/ 36" Bucket
2	1yd Hoppers
1	CAT Backhoe Bucket

EQUIPMENT	
<i>Quantity</i>	<i>Description</i>
3	36" Fans
1	Allegro Pneumatic Jet Fan
1	Allegro 9518 - Venturi Blower
2	2" Pumps
1	DeWalt Drill w/bit kit
1	DeWalt Impact Gun
1	3" Diaphragm Pump
1	Garmin Truck Route GPS
1	Jumper Cables
1	20V LI-ION Powerluber (Grease Gun)
1	Shop Vac
2	220v Heaters
1	350 Gallon Water Tank
1	1550 Gallon Water Tank
1	Ryobi Leaf Blower
1	Ryobi Table Grinder
1	2,000 Gallon Diesel AST
1	Morgantown 6" Table Vice
1	Kerosene Torpedo Heater
1	Hand Auger (w/soil sampling attachments)

1	Back Pack Pump Sprayer
4	110v sump pumps
1	Rae Systems Multi Gas Meter (Confined Space/PID)
1	Electrical Panel Temp. Service Kit
5	6' X 50' Temporary Fence Windscreen
5	Orange Barricades
13	Oversized Parking Barrels
9	Composite Pad
1	4000PSI Honda Pressure Washer
1	100 Gallon Fuel Transfer Tank and Pump/Nozzle
1	200 Gallon Fuel Transfer Tank and Pump/Nozzle
2	Chop Saw (w/blades)
2	4pt. 1/2" X 6' Cable Swings
3	50' Temp. Light Strings
1	Sawzall (w/blades)
1	Torch Kit
1	Metal Detector
1	HP Page Wide Pro MFP 477 DW Printer/Scanner/Copier
1	Brother L8900cdw Printer/Scanner/Copier
1	3" GPI Water Meter
1	2" GPI Water Meter

4	20' Chains
10	50' Rolls of Garden Hose
4	150' Circumference Upright Sprinklers
18	50' Rolls of 2" Fire Hose
2	2" Fire Hose Nozzle
4	Kenwood ProTalk Walkie/Talkie (w/charger stations)
1	NJ Fire Hydrant Key
1	4' Steel Hose Ramp
1	8ft. A-Frame Ladder
1	Elite MP250I Welder
	Various Concrete Tools
	Various Asphalt Tools
	Various Mechanics Tools (Sockets, Wrenches, Etc.)
	Various Hand Tools (Shovels, Brooms, Rakes, Etc.)

STORAGE UNITS	
<i>Quantity</i>	<i>Description</i>
1	Black Box Storage Trailer
1	50' Storage Trailer
2	20' Box Storage Trailers
1	40' Box Storage Trailer
SUPPLIES	
<i>Quantity</i>	<i>Description</i>
4	Fire Extinguishers
2	Petroleum Spill Kits
6	Respirators
24	Tyvek Suits and Nitrile Gloves
6	Extension Cords
6	Power Strips (6 Outlet)
5	Ladders
26	10' Portable Chain Link Fence Panels
2	Coolers
1	55 Gallon Drum of Bonding Agent for Stock Pile Odors
2	Folding Tables
10	Folding Chairs

SIDEWALK REPAIR PROGRAM - 2025

CONSENT OF SURETY

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

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

SAMPLE WORDING IS AS SHOWN BELOW:CONSENT OF SURETY

Bond No.: HARCO-FL1579

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

Harcos National Insurance Company _____ Insurance Company,
Name

PO Box 10800, Raleigh, NC 27605 _____
Address

exists under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) Township of West Windsor for (Project) Sidewalk Repair Program 2025

is awarded to (Bidder) The Ambient Group, LLC _____
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 22nd day of October, 20 25.

Harcos National Insurance Company _____ INSURANCE COMPANY

(Name)

By X _____

(Name)

Attorney in Fact

Kenneth C. Turner, Attorney-in-fact

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # HARCO-FL1579

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

BRUCE M. ALLEN, KENNETH C. TURNER, GREGORY M. ALLEN

West Chester, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2024

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



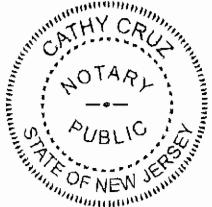
Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company



On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 22, 2025



Irene Martins, Assistant Secretary

A00307

SIDEWALK REPAIR PROGRAM - 2025

NON-COLLUSION AFFIDAVITSTATE OF New Jersey :

SS:

COUNTY OF Gloucester :

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

I am President of the firm of The Ambient Group 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. of West Windsor relies upon the truth of the statements contained in said Proposal and in this affidavit in awarding the contract for the said Project.

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

The Ambient Group LLC.

(Name of Bidder)

(Also type or print name of affiant under signature)

Sergio Cardoso - President

Subscribed and sworn to before me this

21st day of October, 20 25.

Notary Public of New Jersey

My commission expires 10/14, 20 26.

CHARLES IEPSON
Notary Public, State of New Jersey
My Commission Expires 10/14/2026

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: The Ambient Group LLC.

Organization Address: 2515 Glassboro Cross Keys Rd. Williamstown, NJ 08094

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.)

SIDEWALK REPAIR PROGRAM - 2025

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Sergio Cardoso 100%	222 Thies Rd. Sewell, NJ 08080

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

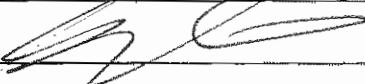
Please list the names and addresses of each stockholder, partner or member owning a ten (10%) percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The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

SIDEWALK REPAIR PROGRAM - 2025

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

Full Name (Print):	Sergio Cardoso	Title:	President
Signature:		Date:	10/21/25

(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

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;

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

SIDEWALK REPAIR PROGRAM - 2025

EXHIBIT B (Cont.)

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

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

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

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

Signed by



Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of

Charles Iepson

(Notarized)



CHARLES IEPSO
Notary Public, State of New Jersey
My Commission Expires 10/14/2026

SIDEWALK REPAIR PROGRAM - 2025**AGREEMENT**

This Contract made the _____ day of _____, 2025 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and _____, having its principal place of business at _____ (hereinafter called "the Contractor").

WITNESSETH:

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

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **WEST WINDSOR TOWNSHIP SIDEWALK REPAIR PROGRAM - 2025**. Performance by the Contractor is to be completed not later than 120 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 material or services furnished and delivered under this Agreement by the Contractor, or by and on account

SIDEWALK REPAIR PROGRAM - 2025

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

Section 3. Insurance.

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

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, General and Contractual Liability, and Environment Impairment insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.

Bodily injury and property damage, shall be in accordance with the contract documents.

- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

SIDEWALK REPAIR PROGRAM - 2025**Section 4. Final Inspection and Payment.**

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

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

Section 5. Compliance with State and Federal Law.

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

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

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

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

SIDEWALK REPAIR PROGRAM - 2025

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

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

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

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

SIDEWALK REPAIR PROGRAM - 2025

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above, or if the Contractor or Subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions consistent with the applicable county employment goal:

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

SIDEWALK REPAIR PROGRAM - 2025

(ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, said Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

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

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

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

(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 &

SIDEWALK REPAIR PROGRAM - 2025

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 and Fifty Dollars (\$750.00) per day* for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

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

Section 10. General Conditions.

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

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

ATTEST:

TOWNSHIP OF WEST WINDSOR

By: _____

Allison Sheehan
Township Clerk

Hemant Marathe
Mayor

By: _____

Contractor

HOLD HARMLESS AGREEMENT

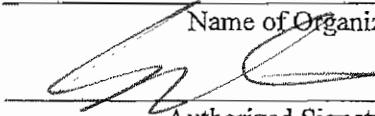
The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including 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 21st day of October, 2025

as a binding act in deed of

The Ambient Group LLC.

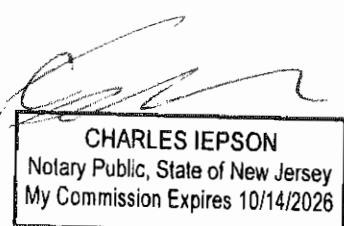
Name of Organization

 President

Authorized Signature & Title

Sergio Cardoso - President

Print Authorized Signature Name & Title



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.

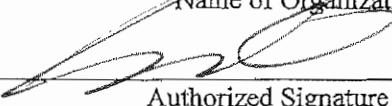
SIDEWALK REPAIR PROGRAM - 2025

This PREVAILING WAGE AFFIDAVIT is signed this 21st day of
October, 2025

as a binding act in deed of

The Ambient Group LLC.

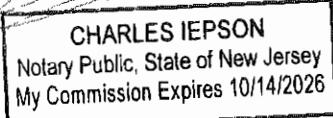
Name of Organization

 President

Authorized Signature & Title

Sergio Cardoso - President

Print Authorized Signature Name & Title



SIDEWALK REPAIR PROGRAM - 2025

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.

SIDEWALK REPAIR PROGRAM - 2025

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

SIDEWALK REPAIR PROGRAM - 2025

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.

SIDEWALK REPAIR PROGRAM - 2025

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

SIDEWALK REPAIR PROGRAM - 2025

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____

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

as PRINCIPAL, and _____

(Here insert the legal title of SURETY)

a corporation organized and existing under the laws of the State of _____

as SURETY are held and firmly bound into _____

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

as OBLIGEE, in the full and just several sums of _____

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

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated

_____, 20_____, (hereinafter called the CONTRACT) for

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

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

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

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

SIDEWALK REPAIR PROGRAM - 2025

PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reductions of retained percentage.

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

IN PRESENCE OF:

(SEAL)

(Individual or Partnership Principal)

(Address)(Business Address)

(SEAL)

(Individual or Partnership Principal)

(Address)(Business Address)

Witness: _____

Attest: _____
(Corporate PRINCIPAL)

(Business Address)

BY: _____
(Affix Corporate Seal)

SIDEWALK REPAIR PROGRAM - 2025

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

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

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

Of _____
(Company)

Who being duly sworn to the law, deposes and says that all labor, material and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract for

(Project)

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

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: _____
SS:

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came
and appeared _____ to me known, who,
being by me duly sworn, did depose and say that he resides at _____and
that he is the _____ of _____;
the corporation described in and which executed the foregoing instrument; that he knows the seal of said
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the
directors of said corporation, and that he signed his name thereto by like order._____
(SEAL)

SIDEWALK REPAIR PROGRAM - 2025

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF: _____ SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____; described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF: _____ SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____; described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

(SEAL)

SIDEWALK REPAIR PROGRAM - 2025

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

Of _____ (Full Name)

(Company and Street Address)

County and State of _____

does hereby acknowledge that he has received this _____ day of _____
and from the Owner, the Township of West Windsor the sum of One Dollar (\$1.00) and other valuable
consideration in full satisfaction and payment of all sums of money owing payable and belonging to

(Contractor)

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

between the said _____
(Contractor)
And Owner, the Township of West Windsor dated _____, 20_____.
(Owner)

NOW THEREFORE, the said _____
(Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents
remise, release, quit-claim and forever discharge the said Owner, the Township of West Windsor,
its successors and assigns of and from all claims and demands arising from or in connection with the said

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

SIDEWALK REPAIR PROGRAM - 2025

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:

_____ (SEAL)
(INDIVIDUAL)

_____ (SEAL)
(PARTNERSHIP CONTRACTOR)

BY: _____ (SEAL)
(PARTNER)

Attest: _____ (SEAL)

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

(CORPORATE SEAL)

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.

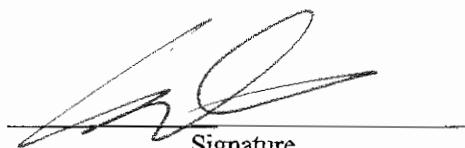
	Name	Not Registered	Registration Number
Bidder	The Ambient Group LLC.	_____	1290937
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____

Subscribed and sworn

Before me this 21st day
Of October 2025.



Notary Public of New Jersey



Sergio Cardoso - President

Name and Title
(type or print)

My Commission Expires 10/14, 2026.

** 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.

01/09/07

Taxpayer Identification# 208-123-631/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

THE AMBIENT GROUP LIMITED LIABILITY COMP.

ADDRESS:

222 THIES ROAD
SEWELL NJ 08080

EFFECTIVE DATE:

TRADE NAME:

AMBIENT

SEQUENCE NUMBER:

1290937

ISSUANCE DATE:

01/09/07


Acting Director
New Jersey Division of Revenue

SIDEWALK REPAIR PROGRAM - 2025

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

"The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48) requires that contractors and subcontractors, be registered with the New Jersey Department of Labor and Workforce Development, 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.

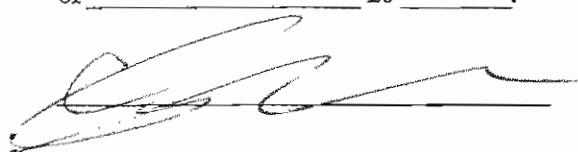
Copies of the Public Works Contractor Registration shall be submitted and attached to this form.

Name	Not Registered	Registration Number
Bidder <u>The Ambient Group LLC.</u>	<u> </u>	<u>688471</u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>

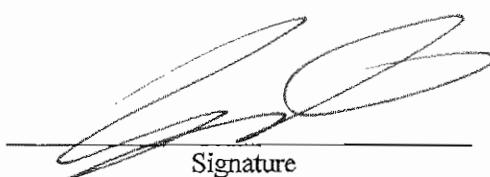
Subscribed and sworn

Before me this 21st day

of October 20 25



Notary Public of New Jersey


Signature

Sergio Cardoso - President

Name and Title
(type or print)

My Commission Expires 10/14, 20 26

CHARLES IEPSON
Notary Public, State of New Jersey
My Commission Expires 10/14/2026

Certificate Number
688471

Registration Date: 04/30/2024
Expiration Date: 04/29/2026



State of New Jersey

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

Public Works Contractor Registration Act

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

2024

Responsible Representative(s):
Sergio Cardoso, President

A handwritten signature in black ink that reads "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.

Disclosure of Investment Activities in Iran

Person or Entity	The Ambient Group LLC.
-------------------------	------------------------

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

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

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf (Iran List)

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

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

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

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

IF UNABLE TO CERTIFY

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

Part 2: Additional Information**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.**

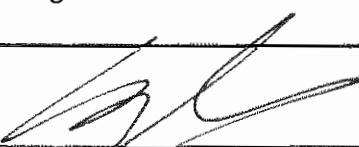
You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

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

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

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

Full Name (Print)	Sergio Cardoso	Title	President
Signature		Date	10/21/25

SIDEWALK REPAIR PROGRAM - 2025

AMERICANS WITH DISABILITIES ACT
MANDATORY LANGUAGEEqual Opportunity for Individuals with Disabilities

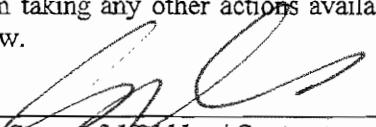
The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services,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

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

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

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

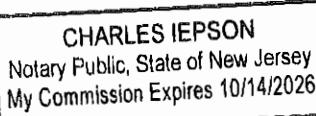
Signed by


Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of

Charles Iepson

(Notarized)



CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	The Ambient Group LLC.
Address of Individual or Organization	2515 Glassboro Cross Keys Rd. Williamstown, NJ 08094
DUNS Code (if applicable)	078494331
CAGE Code (if applicable)	6RSA3
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			
<p>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.</p>			
Full Name (Print):	Sergio Cardoso	Title:	President
Signature:			Date: 10/21/25

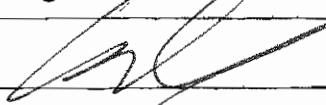
PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input checked="" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, 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	Sergio Cardoso 100%
Home Address (for Individual) or Business Address	222 Thies Rd. Sewell, NJ 08080
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 the 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	

SIDEWALK REPAIR PROGRAM - 2025

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

Section C – Part III Certification

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

Full Name (Print):	Sergio Cardoso	Title:	President
Signature:			Date: 10/21/25

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.								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 50%;">Name of Business Entity</th> <th style="text-align: center; width: 50%;">Business Address</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Name of Business Entity	Business Address						
Name of Business Entity	Business Address								
Add additional sheets if necessary									
OR									

SIDEWALK REPAIR PROGRAM - 2025

<input checked="" 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 (corporation) or owns greater than 50 percent interest (partnership or limited liability company).										
<table border="1"> <thead> <tr> <th>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</th> <th>Business Address</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address								
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address										

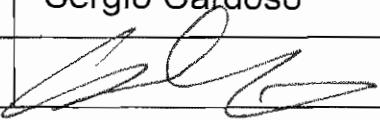
Add additional Sheets if necessary

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

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

Full Name (Print):	Sergio Cardoso	Title:	President
Signature:		Date:	10/21/25

SIDEWALK REPAIR PROGRAM - 2025

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



**BID OPENING: WEDNESDAY, OCTOBER 22, 2025 – 2:30 PM, WEST WINDSOR
TOWNSHIP MUNICIPAL BUILDING, ROOM A, 271 CLARKSVILLE ROAD,
WEST WINDSOR TOWNSHIP, NJ 08550**

BID FORMS - INDEX

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

T. Fiotakis Construction LLC

197 Central Ave
Edison, NJ 08817

BID DOCUMENT SUBMISSION CHECKLIST
TOWNSHIP OF WEST WINDSOR
(Pursuant to N.J.S.A. 40A:11-23.1b)

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

Required with
Submission of Bid
By State Statute

Bidder:
Initial each item
Submitted with Bid

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

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

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

SIDEWALK REPAIR PROGRAM - 2025

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

Name of Bidder: T. Fiotakis Construction LLC

By Authorized Representative: Thomas Fiotakis

Signature: Thomas Fiotakis

Print Name and Title: Thomas Fiotakis

Date Signed: 10-22-25

[Remainder of page intentionally left blank]

SIDEWALK REPAIR PROGRAM - 2025**BID FORM and BID ITEMS**

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

RE: **WEST WINDSOR TOWNSHIP**
SIDEWALK REPAIR PROGRAM - 2025

This Bid will not be accepted after **2:30 pm** prevailing time on **October 22, 2025** at which time all Bids will be publicly opened and read.

T. Fiotakis Construction LLC
197 Central Ave
Edison, NJ 08817

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.

SIDEWALK REPAIR PROGRAM - 2025

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."

[Remainder of page intentionally left blank]

SIDEWALK REPAIR PROGRAM - 2025

BID ITEMS**WEST WINDSOR TOWNSHIP**
2025 SIDEWALK REPAIR PROGRAM**BASE BID**

<u>ITEM #</u>	<u>SPEC. REFER.</u> <u>FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &</u> <u>PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 5,826 SF @ \$ <u>21.00</u> PER SF <u>Twenty one</u>	<u>\$ 122,346.00</u>
(Write out price)			
TOTAL BASE BID (ITEM #1)			<u>\$ 122,346.00</u>

ALTERNATE # 1

<u>ITEM #</u>	<u>SPEC. REFER.</u> <u>FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &</u> <u>PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
A-1	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 1,120 SF @ \$ <u>21.00</u> PER SF <u>Twenty one</u>	<u>\$ 23,520.00</u>
(Write out price)			
TOTAL ALTERNATE #1 (ITEM A-1)			<u>\$ 23,520.00</u>

BID ITEMS**WEST WINDSOR TOWNSHIP**
2023 SIDEWALK REPAIR PROGRAM

B	TOTAL BASE BID	<u>\$ 122,346.00</u>
B * *	TOTAL BASE BID + ALTERNATE #1	<u>\$ 145,866.00</u>

SIDEWALK REPAIR PROGRAM - 2025

If a Corporation,

Name of Contractor _____

Signature of Bidder _____

Name _____ Title _____

Business Address _____

Incorporated under the Laws of the State of _____

President _____

(Name) _____ (Title) _____

Secretary _____

(Name) _____ (Title) _____

Treasurer _____

(Name) _____ (Title) _____

Dated: 10-22-25

(Affix Corporation Seal Here)

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

T. Fiotakis Construction LLC

197 Central Ave
Edison, NJ 08817

Name of Company _____

Signature of Bidder  Thomas Fiotakis - member

(Name) _____ (Title) _____

Names and Addresses of Members of Company

Thomas Fiotakis

T. Fiotakis Construction LLC

197 Central Ave
Edison, NJ 08817

Niki Fiotakis

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA
TO BID DOCUMENTS FORM****TOWNSHIP OF WEST WINDSOR
SIDEWALK REPAIR PROGRAM - 2025**

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

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

T. Fiotakis Construction LLC**Acknowledged by Bidder**197 Central Ave
Edison, NJ 08817

Name of Bidder: _____

By Authorized Representative: _____ *Themi Fiotakis*Signature: _____ *Themi Fiotakis*Print Name and Title: Themi Fiotakis - memberDate: 10-22-25

SIDEWALK REPAIR PROGRAM - 2025*See Attached***BID BOND**

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

SIDEWALK REPAIR PROGRAM - 2025

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

SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS

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

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

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

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

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

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

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

SIDEWALK REPAIR PROGRAM - 2025

LIST OF SUBCONTRACTORS

TITLE OF BID: Sidewalk Repair Program ²⁰²⁵ NAME OF BIDDER: T. Fiotakis Construction LLC
197 Central Ave
Edison, NJ 08817

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 _____ N/A

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 _____

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

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

I, Themis Fiotakis 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. Fiotakis Construction LLC

Non-Construction Contractor (Type or Print)
Edison, NJ 08817

Signature/Title

Themis Fiotakis

(Type or Print Name of Affiant)

Subscribed and Sworn before me this

22nd Day of October, 2025

Evdoxia Palavros

Notary Public
My Commission Expires 8/22/2029



SIDEWALK REPAIR PROGRAM - 2025

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 1984

Name and address of Officers:

President: Themis Fiotakis **T. Fiotakis Construction LLC**

Vice President: Niki Fiotakis 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?

41

2. How many years' experience in this type of construction work has your organization had? 41

3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)

See Attached

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ _____	_____	_____
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.		

4. Have you ever failed to complete any work awarded to you (within the last ten years)? NO

SIDEWALK REPAIR PROGRAM - 2025

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)? _____

If so, where and why? _____

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

Name of Contract	Contracting Agency	Amount
2025 Curb & Driveway	Twp of Howell	\$ 630,000.00
Highland Ave Sidewalks	Twp of Franklin	\$ 212,000.00
		\$ _____
		\$ _____

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.

\$ 850,000.00

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.

SIDEWALK REPAIR PROGRAM - 2025

CONSENT OF SURETY*See Addendum*

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 ____.

(Name) INSURANCE COMPANY

By _____
(Name)
Attorney in Fact

SIDEWALK REPAIR PROGRAM - 2025

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey : SS: 155665039
COUNTY OF Mercer :

I, Thomas Fiotakis 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 Fiotakis 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 S. 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. Fiotakis Construction LLC
197 Central Ave

(Name of Bidder)

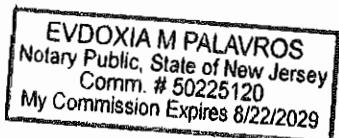
Edison, NJ 08817

Thomas Fiotakis
(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

22nd day of October, 2025.

Notary Public of EVDOXIA PALAVROS
My commission expires 8/22/2029.



SIDEWALK REPAIR PROGRAM - 2025

STATEMENT OF OWNERSHIP DISCLOSUREN.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. Fiotakis Construction LLC**
197 Central Ave
Edison, NJ 08817

Organization Address:

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.**)

SIDEWALK REPAIR PROGRAM - 2025

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Niki Fiotakis	T. Fiotakis Construction LLC 197 Central Ave Edison, NJ 08817
Theris Fiotakis	

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

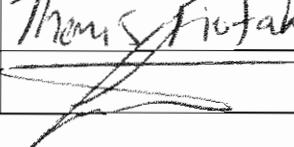
Please list the names and addresses of each stockholder, partner or member owning a ten (10%) percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure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

SIDEWALK REPAIR PROGRAM - 2025

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Niki Fiotakis	T. Fiotakis Construction LLC 197 Central Ave Edison, NJ 08817
Thomas Fiotakis	

Part IV Certification

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

Full Name (Print):	Thomas Fiotakis	Title:	Member
Signature:		Date:	10-22-25

(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

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;

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

SIDEWALK REPAIR PROGRAM - 2025

EXHIBIT B (Cont.)

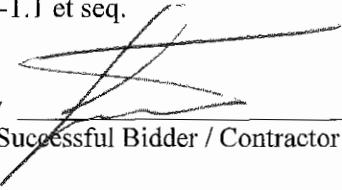
women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor 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.J et seq.

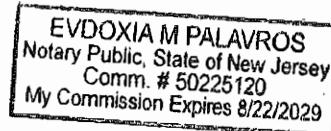
Signed by


Successful Bidder / Contractor

T. Fiotakis Construction LLC
197 Central Ave
Edison, NJ 08817

Signed, sealed and delivered
in the presence of


(Notarized)



AGREEMENT

This Contract made the _____ day of _____, 2025 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and _____, having its principal place of business at _____ (hereinafter called "the Contractor").

WITNESSETH:

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

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **WEST WINDSOR TOWNSHIP SIDEWALK REPAIR PROGRAM - 2025**. Performance by the Contractor is to be completed not later than 120 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 material or services furnished and delivered under this Agreement by the Contractor, or by and on account

SIDEWALK REPAIR PROGRAM - 2025

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

Section 3. Insurance.

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

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, General and Contractual Liability, and Environment Impairment insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.

Bodily injury and property damage, shall be in accordance with the contract documents.

- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

SIDEWALK REPAIR PROGRAM - 2025**Section 4. Final Inspection and Payment.**

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

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

Section 5. Compliance with State and Federal Law.

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

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

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

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

SIDEWALK REPAIR PROGRAM - 2025

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

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

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

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

SIDEWALK REPAIR PROGRAM - 2025

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above, or if the Contractor or Subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions consistent with the applicable county employment goal:

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

SIDEWALK REPAIR PROGRAM - 2025

- (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.
- (iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, said Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

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

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

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

(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 &

SIDEWALK REPAIR PROGRAM - 2025

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 and Fifty Dollars (\$750.00) per day* for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

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.

SIDEWALK REPAIR PROGRAM - 2025

Section 10. General Conditions.

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

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

ATTEST:

TOWNSHIP OF WEST WINDSOR

By:

Allison Sheehan
Township Clerk

Hemant Marathe
Mayor

By:

Contractor

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 22 day of October, 2025

as a binding act in deed of

T. Fiotakis Construction LLC
Name of Organization
197 Central Ave
Edison, NJ 08817

John Fiotakis - member
Authorized Signature & Title

John Fiotakis - member
Print Authorized Signature Name & Title

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.

SIDEWALK REPAIR PROGRAM - 2025

This PREVAILING WAGE AFFIDAVIT is signed this 22 day of
October, 2025

T. Fiotakis Construction LLC
197 Central Ave
Edison, NJ 08817

as a binding act in deed of

Name of Organization

T. Fiotakis member

Authorized Signature & Title

T. Fiotakis member

Print Authorized Signature Name & Title

SIDEWALK REPAIR PROGRAM - 2025

**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.

SIDEWALK REPAIR PROGRAM - 2025

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

SIDEWALK REPAIR PROGRAM - 2025

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.

SIDEWALK REPAIR PROGRAM - 2025

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

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____

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

as PRINCIPAL, and _____

(Here insert the legal title of SURETY)

a corporation organized and existing under the laws of the State of _____

as SURETY are held and firmly bound into _____

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

as OBLIGEE, in the full and just several sums of _____

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

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated

_____, 20_____, (hereinafter called the CONTRACT) for

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

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

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

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

SIDEWALK REPAIR PROGRAM - 2025

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)

SIDEWALK REPAIR PROGRAM - 2025

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

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

(Individual, Partner, or duly authorized representative of Corporate Contractor)Of _____
(Company)

Who being duly sworn to the law, deposes and says that all labor, material and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract for

(Project)

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

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: _____
SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came
and appeared _____ to me known, who,being by me duly sworn, did depose and say that he resides at _____
and _____that he is the _____ of _____;
the corporation described in and which executed the foregoing instrument; that he knows the seal of said
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the
directors of said corporation, and that he signed his name thereto by like order._____
(SEAL)

SIDEWALK REPAIR PROGRAM - 2025**ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP**

STATE OF: _____ SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____; described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(SEAL)**ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL**

STATE OF: _____ SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____; described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

(SEAL)

SIDEWALK REPAIR PROGRAM - 2025**CONTRACTOR'S RELEASE****KNOW ALL MEN BY THESE PRESENTS THAT:**

Of _____ (Full Name)

(Company and Street Address)

County and State of _____

does hereby acknowledge that he has received this _____ day of _____
and from the Owner, the Township of West Windsor the sum of One Dollar (\$1.00) and other valuable
consideration in full satisfaction and payment of all sums of money owing payable and belonging to

(Contractor)

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

between the said _____

(Contractor)
And Owner, the Township of West Windsor dated _____, 20 _____.
(Owner)

NOW THEREFORE, the said _____
(Contractor)

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

SIDEWALK REPAIR PROGRAM - 2025

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:

_____ (SEAL)
(INDIVIDUAL)

_____ (SEAL)
(PARTNERSHIP CONTRACTOR)

BY: _____ (SEAL)
(PARTNER)

Attest: _____ (SEAL)

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

(CORPORATE SEAL)

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.

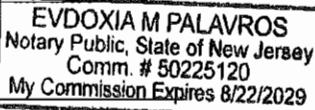
Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". **NO OTHER FORM CAN BE SUBSTITUTED TO FULFILL THIS REQUIREMENT.**

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.

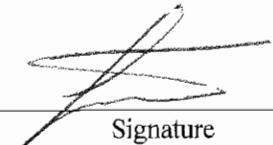
	Name	Not Registered	Registration Number
Bidder	T. Fiotakis Construction LLC 197 Central Ave Edison, NJ 08817	_____	1647365
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____

Subscribed and sworn

Before me this 22nd day
of October 2025.

Endoxia Palavros
Notary Public of N 

My Commission Expires 8/22, 2029.


Signature
Themi Fiotakis - member

Name and Title
(type or print)

**** 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.**

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

"The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48) requires that contractors and subcontractors, be registered with the New Jersey Department of Labor and Workforce Development, 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.

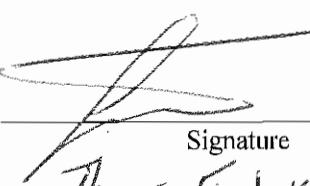
Copies of the Public Works Contractor Registration shall be submitted and attached to this form.

	Name	Not Registered	Registration Number
Bidder	T. Fiotakis Construction LLC 197 Central Ave Edison, NJ 08817	_____	622766
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____

Subscribed and sworn

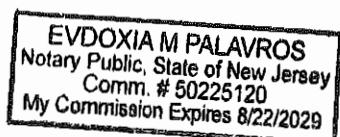
Before me this 22nd day
of October 20 25.

Evdoxiam Palavros
Notary Public of NJ


Signature

Themi Fiotakis - member
Name and Title
(type or print)

My Commission Expires 8/22/, 20 29



Disclosure of Investment Activities in Iran

Person or Entity	T. Fiotakis Construction LLC 197 Central Ave Edison, NJ 08817
-------------------------	---

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

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

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. (Iran List)

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

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

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

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

IF UNABLE TO CERTIFY

<input type="checkbox"/>	<i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</i>
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Part 2: Additional Information**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.**

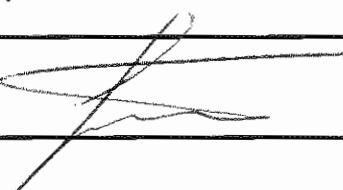
You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

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

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

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

Full Name (Print)	Themis Fiotakis	Title	Member
Signature		Date	10-22-25

SIDEWALK REPAIR PROGRAM - 2025**AMERICANS WITH DISABILITIES ACT**
MANDATORY LANGUAGE**Equal Opportunity for Individuals with Disabilities**

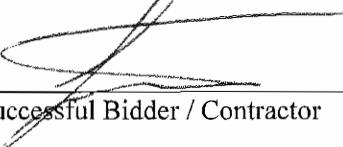
The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services,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

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

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

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

Signed by


Successful Bidder / Contractor

T. Fiotakis Construction LLC
197 Central Ave
Edison, NJ 08817

Signed, sealed and delivered
in the presence of



(Notarized)



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

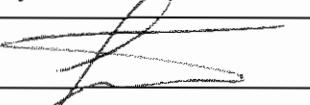
CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	T. Fiotakis Construction LLC
Address of Individual or Organization	197 Central Ave Edison, NJ 08817
DUNS Code (if applicable)	175053107
CAGE Code (if applicable)	919B6

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			
<p>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.</p>			
Full Name (Print):	Themi Fiotakis	Title:	Member
Signature:			Date: 10-22-25

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

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	<i>Niki Fiotakis</i>
Home Address (for Individual) or Business Address	<i>197 Central Ave Edison NJ 08817</i>
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 the 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	

SIDEWALK REPAIR PROGRAM - 2025

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

Section C – Part III Certification

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

Full Name (Print):	<i>Themis Fiotakis</i>	Title:	<i>Member</i>
Signature:			Date: <i>10-22-25</i>

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

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the 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	

SIDEWALK REPAIR PROGRAM - 2025

<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.
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Section B (skip if no business entities are listed in Section A of Part IV)

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
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Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address

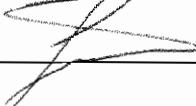
Add additional Sheets if necessary

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.
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Section C - Part IV Certification

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

Full Name (Print):	<i>Themis Fotakis</i>	Title:	<i>member</i>
Signature:		Date:	<i>10-22-25</i>

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 262
TRENTON, NJ 08646-0262

TAXPAYER NAME:
T Fiotakis Construction LLC

ADDRESS:
197 CENTRAL AVENUE
EDISON NJ 08817
EFFECTIVE DATE:
06/20/11

TRADE NAME:

SEQUENCE NUMBER:

1647365

ISSUANCE DATE:

06/20/11


James J. DiSavino
Director
New Jersey Division of Revenue

FORM-BRC

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

Certificate Number
622766

Registration Date: 02/13/2024
Expiration Date: 02/12/2026



State of New Jersey

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

Public Works Contractor Registration Act

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

T Fiotakis Construction LLC
2024

Responsible Representative(s):
Thermis Fiotakis, Member

Responsible Representative(s):
Niki Fiotakis, Member

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

Name Of Owner	Name & Location of project/ Type of Work	Prime or Sub Contractor	Architect/ Engineer	Contract Price	Was Time Extension Necessary?	Were any penalties imposed?	Were Liens claims or stop Notice Filed
Town of Morristown	Kleitmans Woods Park	Prime	Mark Gandy -Town Engineer- 973-292-4894	\$ 215,000.00	No	No	No
Franklin Township	Concrete Curb Sidewalks and Handicap Ramps	Prime	Maureen Sturgeon- Town Engineer- 732-873-2500	\$175,000.00	No	No	No
Toms River School District	Pedestrian Bridge, Concrete Work, Landscape and Walkways	Prime	Dharm Bhatt- Facilities Engineer – 732-505-6633	\$ 220,000.00	NO	NO	NO
Township of Howell	Curb, Sidewalks and Aprons, Handicap Ramps, Drainage Work	Prime	Justin Yost Town Engineer- 732-938-4500	\$ 715,000.00	No	No	No
DPMC Project, State of NJ – Caldwell NJ	Grover Cleveland Birthplace Historic Site- Concrete Work, Ramps, Footings and Pavers, Landscape.	Sub	Connolly and Hickey- Historical Architects- 973-746-4911	\$ 80,000.00	No	No	No
Long Branch Board of Education	Exterior Masonry Repairs and renovations at 540 Broadway, Waterproofing, Sidewalks, Ramps, Drainage	Sub	JBA Architecture and Consulting- 610-306-4673	\$85,000.00	No	No	No

SIDEWALK REPAIR PROGRAM - 2025

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



**BID OPENING: WEDNESDAY, OCTOBER 22, 2025- 2:30 PM, WEST WINDSOR
TOWNSHIP MUNICIPAL BUILDING, ROOM A, 271 CLARKSVILLE ROAD,
WEST WINDSOR TOWNSHIP, NJ 08550**

SIDEWALK REPAIR PROGRAM - 2025**BID FORMS - INDEX**

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

SIDEWALK REPAIR PROGRAM - 2025

T. Fiotakis Construction LLC

197 Central Ave
Edison, NJ 08817**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 StatuteBidder:
Initial each item
Submitted with Bid

<input checked="" type="checkbox"/>	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	TF
<input checked="" type="checkbox"/>	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	TF
<input checked="" type="checkbox"/>	A listing of subcontractors as required by N.J.S.A. 40A:11-16	TF
<input checked="" type="checkbox"/>	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	TF
<input checked="" type="checkbox"/>	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 DISQUALIFICATIONWest Windsor Requires
w. Submission of BidBidder: Initial each
Item Submitted w/ Bid

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

C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATIONWest Windsor Requires
At AwardBidder: Initial each
Item Submitted w/ Bid

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

SIDEWALK REPAIR PROGRAM - 2025

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



**BID OPENING: WEDNESDAY, OCTOBER 22, 2025 – 2:30 PM, WEST WINDSOR
TOWNSHIP MUNICIPAL BUILDING, ROOM A, 271 CLARKSVILLE ROAD,
WEST WINDSOR TOWNSHIP, NJ 08550**

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SIDEWALK REPAIR PROGRAM - 2025

T. Fiotakis Construction LLC

197 Central Ave
Edison, NJ 08817BID 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 StatuteBidder:
Initial each item
Submitted with Bid

<input checked="" type="checkbox"/>	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	TF
<input checked="" type="checkbox"/>	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	TF
<input checked="" type="checkbox"/>	A listing of subcontractors as required by N.J.S.A. 40A:11-16	TF
<input checked="" type="checkbox"/>	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	TF
<input checked="" type="checkbox"/>	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 DISQUALIFICATIONWest Windsor Requires
w. Submission of BidBidder: Initial each
Item Submitted w/ Bid

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

C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATIONWest Windsor Requires
At AwardBidder: Initial each
Item Submitted w/ Bid

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

SIDEWALK REPAIR PROGRAM - 2025

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

Name of Bidder: _____

T. Fiotakis Construction LLC

By Authorized Representative: _____

197 Central Ave

Signature: _____

Edison, NJ 08817

Print Name and Title: _____

Thomas Fiotakis manager

Date Signed: _____

10-22-25

[Remainder of page intentionally left blank]

SIDEWALK REPAIR PROGRAM - 2025**BID FORM and BID ITEMS**

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

RE: **WEST WINDSOR TOWNSHIP**
SIDEWALK REPAIR PROGRAM - 2025

This Bid will not be accepted after **2:30 pm** prevailing time on **October 22, 2025** at which time all Bids will be publicly opened and read.

T. Fiotakis Construction LLC
197 Central Ave
Edison, NJ 08817

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.

SIDEWALK REPAIR PROGRAM - 2025

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."

[Remainder of page intentionally left blank]

SIDEWALK REPAIR PROGRAM - 2025

BID ITEMS**WEST WINDSOR TOWNSHIP**
2025 SIDEWALK REPAIR PROGRAM**BASE BID**

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 5,826 SF @ \$ <u>21.00</u> PER SF <u>Twenty one</u>	<u>\$ 122,346.00</u>
(Write out price)			
TOTAL BASE BID (ITEM #1)			<u>\$ 122,346.00</u>

ALTERNATE # 1

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
A-1	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 1,120 SF @ \$ <u>21.00</u> PER SF <u>Twenty one</u>	<u>\$ 23,520.00</u>
(Write out price)			
TOTAL ALTERNATE #1 (ITEM A-1)			<u>\$ 23,520.00</u>

BID ITEMS**WEST WINDSOR TOWNSHIP**
2023 SIDEWALK REPAIR PROGRAM

B	TOTAL BASE BID	<u>\$ 122,346.00</u>
B *	TOTAL BASE BID + ALTERNATE #1	<u>\$ 145,866.00</u>

SIDEWALK REPAIR PROGRAM - 2025

If a Corporation,

Name of Contractor _____

Signature of Bidder _____ Name _____ Title _____

Business Address _____

Incorporated under the Laws of the State of _____

President _____
(Name) _____ (Title) _____

Secretary _____
(Name) _____ (Title) _____

Treasurer _____
(Name) _____ (Title) _____

Dated: 10-22-25

(Affix Corporation Seal Here)

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

T. Fiotakis Construction LLC
197 Central Ave
Edison, NJ 08817

Name of Company _____

Signature of Bidder Thomas Fiotakis - member
(Name) _____ (Title) _____

Names and Addresses of Members of Company

Thomas Fiotakis

T. Fiotakis Construction LLC
197 Central Ave
Edison, NJ 08817

Niki Fiotakis

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA
TO BID DOCUMENTS FORM****TOWNSHIP OF WEST WINDSOR
SIDEWALK REPAIR PROGRAM - 2025**

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

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

Acknowledged by Bidder**T. Fiotakis Construction LLC**197 Central Ave
Edison, NJ 08817

Name of Bidder: _____

By Authorized Representative: _____

Themis Fiotakis

Signature: _____

Themis Fiotakis

Print Name and Title: _____

Themis Fiotakis - member

Date: _____

10-22-25

SIDEWALK REPAIR PROGRAM - 2025**BID BOND**

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

SIDEWALK REPAIR PROGRAM - 2025

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

SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS

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

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

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

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

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

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

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

SIDEWALK REPAIR PROGRAM - 2025

LIST OF SUBCONTRACTORS

T. Fiotakis Construction LLC

197 Central Ave

Edison, NJ 08817

TITLE OF BID: Sidewalk Repair Program 2025

NAME OF BIDDER:

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 _____ N/A

License Number _____

Electrical Work:Name _____ Phone # _____ N/A

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:Name _____ Phone # _____ N/A

Address _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work:Name _____ Phone # _____ N/A

Address _____

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

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

I, Themis Flotakis 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. Flotakis Construction LLC

107 Central Avenue (Type or Print)
Edison, NJ 08817

Signature/Title

Themis Flotakis

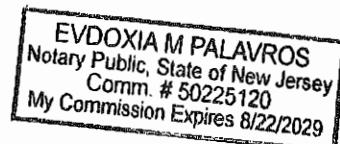
(Type or Print Name of Affiant)

Subscribed and Sworn before me this

22nd Day of October, 2025

Evdoxia Palavros

Notary Public
My Commission Expires 8/22/2029



SIDEWALK REPAIR PROGRAM - 2025

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 1984

Name and address of Officers:

President: Themis Fiotakis T. Fiotakis Construction LLC

Vice President: Niki Fiotakis 197 Central Ave

Edison, NJ 08817

Secretary: _____

Treasurer: _____

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 41
2. How many years' experience in this type of construction work has your organization had? 41
3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)
See Attached

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

4. Have you ever failed to complete any work awarded to you (within the last ten years)? NO

SIDEWALK REPAIR PROGRAM - 2025

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)? _____

If so, where and why? _____

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

Name of Contract	Contracting Agency	Amount
2025 Curb Apron	Twp of Howell	\$ 630,000.00
Highland Ave Sidewalks	Twp of Franklin	\$ 212,000.00
		\$
		\$

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.

\$ 850,000.00

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.

CONSENT OF SURETY

See assessor

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,

Address

exists under the laws of the State of New Jersey and license

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 _____.
(Handwritten signature)

INSURANCE COMPANY
(Name)

By _____
(Name)
Attorney in Fact

SIDEWALK REPAIR PROGRAM - 2025

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey : SS: 155665-39
COUNTY OF Middlesex :

I, Thomas Fiotakis 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 Fiotakis 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 Town of West Windsor relies upon the truth of the statements contained in said Proposal and in this affidavit in awarding the contract for the said Project.

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

T. Fiotakis Construction LLC
197 Central Ave

(Name of Bidder)

Edison, NJ 08817

(Also type or print name of affiant under signature)

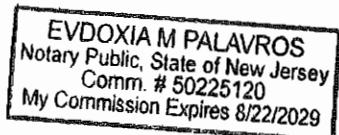
Thomas Fiotakis - member

Subscribed and sworn to before me this

22nd day of October, 2025.

Notary Public of EVDOXIA PALAVROS

My commission expires 8/22/2029.



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. Fiotakis Construction LLC
197 Central Ave
Edison, NJ 08817

Organization Address: _____

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.)

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Niki Fiotakis	T. Fiotakis Construction LLC 197 Central Ave Edison, NJ 08817
Thomas Fiotakis	

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

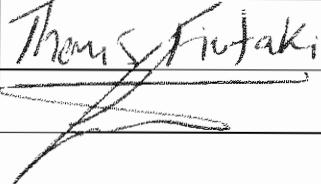
Please list the names and addresses of each stockholder, partner or member owning a ten (10%) percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The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

SIDEWALK REPAIR PROGRAM - 2025

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Niki Fiotakis	T. Fiotakis Construction LLC 197 Central Ave Edison, NJ 08817
Thomas Fiotakis	

Part IV Certification

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

Full Name (Print):	Thomas Fiotakis	Title:	Member
Signature:		Date:	10-22-25

(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

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;

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

SIDEWALK REPAIR PROGRAM - 2025**EXHIBIT B (Cont.)**

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

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

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

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

Signed by
Successful Bidder / Contractor

T. Fiotakis Construction LLC
197 Central Ave
Edison, NJ 08817

Signed, sealed and delivered
in the presence of

Evdokia Palavros
(Notarized)

EVDOKIA M PALAVROS
Notary Public, State of New Jersey
Comm. # 50225120
My Commission Expires 8/22/2029

AGREEMENT

This Contract made the _____ day of _____, 2025 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and _____, having its principal place of business at _____ (hereinafter called "the Contractor").

WITNESSETH:

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

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **WEST WINDSOR TOWNSHIP SIDEWALK REPAIR PROGRAM - 2025**. Performance by the Contractor is to be completed not later than 120 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 material or services furnished and delivered under this Agreement by the Contractor, or by and on account

SIDEWALK REPAIR PROGRAM - 2025

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

Section 3. Insurance.

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

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, General and Contractual Liability, and Environment Impairment insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.

Bodily injury and property damage, shall be in accordance with the contract documents.

- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

SIDEWALK REPAIR PROGRAM - 2025**Section 4. Final Inspection and Payment.**

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

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

Section 5. Compliance with State and Federal Law.

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

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

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

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

SIDEWALK REPAIR PROGRAM - 2025

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

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

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

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

SIDEWALK REPAIR PROGRAM - 2025

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above, or if the Contractor or Subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions consistent with the applicable county employment goal:

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

SIDEWALK REPAIR PROGRAM - 2025

- (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.
- (iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, said Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

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

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

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

(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 &

SIDEWALK REPAIR PROGRAM - 2025

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 and Fifty Dollars (\$750.00) per day* for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

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

Section 10. General Conditions.

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

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

ATTEST:

TOWNSHIP OF WEST WINDSOR

By: _____

Allison Sheehan
Township Clerk

Hemant Marathe
Mayor

By: _____

Contractor

SIDEWALK REPAIR PROGRAM - 2025

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.

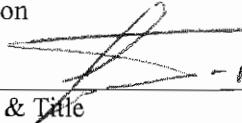
Signed this 22 day of October, 2025

as a binding act in deed of

T. Fiotakis Construction LLC

Name of Organization
197 Central Ave
Edison, NJ 08817

Authorized Signature & Title

 - member

Print Authorized Signature Name & Title

Themis Fiotakis - member

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.

SIDEWALK REPAIR PROGRAM - 2025

This PREVAILING WAGE AFFIDAVIT is signed this 22 day of

October, 2025

as a binding act in deed of

T. Fiotakis Construction LLC
197 Central Ave
Edison, NJ 08817

Name of Organization

T. member

Authorized Signature & Title

Thomas Fiotakis member

Print Authorized Signature Name & Title

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.

SIDEWALK REPAIR PROGRAM - 2025

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

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.

SIDEWALK REPAIR PROGRAM - 2025

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

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____

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

as PRINCIPAL, and _____

(Here insert the legal title of SURETY)

a corporation organized and existing under the laws of the State of _____

as SURETY are held and firmly bound into _____

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

as OBLIGEE, in the full and just several sums of _____

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

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated

_____, 20_____, (hereinafter called the CONTRACT) for
_____,

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

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

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

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

SIDEWALK REPAIR PROGRAM - 2025

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)

SIDEWALK REPAIR PROGRAM - 2025**CONTRACTOR'S AFFIDAVIT**

STATE OF: _____

COUNTY OF: _____

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

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

Of _____
(Company)

Who being duly sworn to the law, deposes and says that all labor, material and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract for

(Project)

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

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATIONSTATE OF: _____
SS:

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____ and that he is the _____ of _____; the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

SIDEWALK REPAIR PROGRAM - 2025**ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP**

STATE OF: _____ SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____; described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF: _____ SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____; described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

(SEAL)

SIDEWALK REPAIR PROGRAM - 2025

CONTRACTOR'S RELEASE**KNOW ALL MEN BY THESE PRESENTS THAT:**

Of _____ (Full Name)

(Company and Street Address)

County and State of _____

does hereby acknowledge that he has received this _____ day of _____
and from the Owner, the Township of West Windsor the sum of One Dollar (\$1.00) and other valuable
consideration in full satisfaction and payment of all sums of money owing payable and belonging to

(Contractor)

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

between the said _____
(Contractor)
And Owner, the Township of West Windsor dated _____, 20 _____.
(Owner)

NOW THEREFORE, the said _____
(Contractor)

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

SIDEWALK REPAIR PROGRAM - 2025

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:

_____ (SEAL)
(INDIVIDUAL)

_____ (SEAL)
(PARTNERSHIP CONTRACTOR)

BY: _____ (SEAL)
(PARTNER)

Attest: _____ (SEAL)

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

(CORPORATE SEAL)

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.

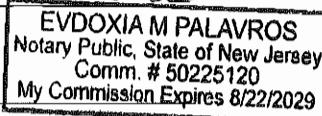
Name	Not Registered	Registration Number
Bidder <u>T. Fiotakis Construction LLC</u>	<u>197 Central Ave</u>	<u>1647365</u>
(Subcontractor) _____	_____	_____

Subscribed and sworn

Before me this 22nd day

of October 20 25.

Eudoxia Palavras



Notary Public of

Signature

Themis Fiotakis - member

Name and Title
(type or print)

My Commission Expires 8/22, 2029.

**** 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.**

SIDEWALK REPAIR PROGRAM - 2025

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

"The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48) requires that contractors and subcontractors, be registered with the New Jersey Department of Labor and Workforce Development, 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.

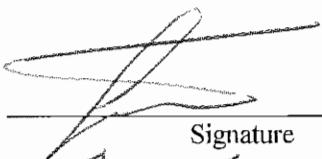
	Name	Not Registered	Registration Number
Bidder	T. Fiotakis Construction LLC 197 Central Ave Edison, NJ 08817	_____	622766
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____

Subscribed and sworn

Before me this 22nd day
of October 20 25.

Evdoxia Palavros

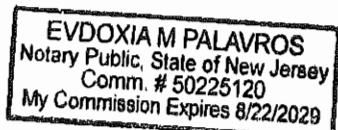
Notary Public of NJ


Signature

Themi Fiotakis - member

Name and Title
(type or print)

My Commission Expires 8/22/, 20 29



Disclosure of Investment Activities in Iran

Person or Entity	T. Fiotakis Construction LLC 197 Central Ave Edison, NJ 08817
-------------------------	---

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

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

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. (Iran List)

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

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

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

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

IF UNABLE TO CERTIFY

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

Part 2: Additional Information**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.**

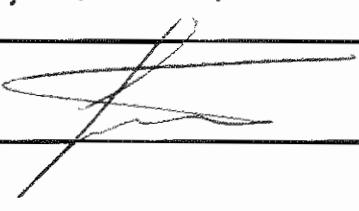
You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

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

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

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

Full Name (Print)	Themis Fotakis	Title	Member
Signature		Date	10-22-25

SIDEWALK REPAIR PROGRAM - 2025**AMERICANS WITH DISABILITIES ACT**
MANDATORY LANGUAGE**Equal Opportunity for Individuals with Disabilities**

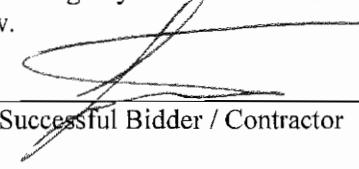
The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services,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

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

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

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

Signed by


Successful Bidder / Contractor

T. Fiotakis Construction LLC
197 Central Ave
Edison, NJ 08817

Signed, sealed and delivered
in the presence of



(Notarized)



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

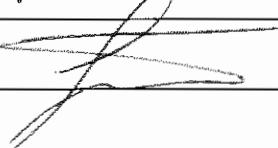
SIDEWALK REPAIR PROGRAM - 2025

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	T. Fiotakis Construction LLC
Address of Individual or Organization	197 Central Ave Edison, NJ 08817
DUNS Code (if applicable)	175053107
CAGE Code (if applicable)	919B6
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			
<p>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.</p>			
Full Name (Print):	Themi Fiotakis	Title:	Member
Signature:			Date: 10-22-25

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

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 Fiotakis
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)

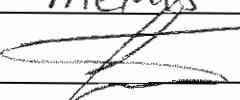
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the 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	

SIDEWALK REPAIR PROGRAM - 2025

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

Section C – Part III Certification

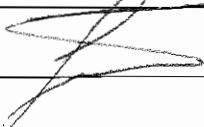
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>.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

Full Name (Print):	<i>Themis Fiotakis</i>	Title:	<i>Member</i>
Signature:			
	Date: <i>10-22-25</i>		

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

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the 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	

SIDEWALK REPAIR PROGRAM - 2025

<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 (corporation) or owns greater than 50 percent interest (partnership or limited liability company).								
<table border="1"> <thead> <tr> <th>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</th> <th>Business Address</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address						
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 is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.</p>									
Full Name (Print):	<i>Themis Fiotakis</i>	Title:	<i>member</i>						
Signature:		Date:	<i>10-22-25</i>						

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 262
TRENTON, NJ 08646-0262

TAXPAYER NAME:
T FIOTAKIS CONSTRUCTION LLC
ADDRESS:
197 CENTRAL AVENUE
EDISON NJ 08817
EFFECTIVE DATE:
06/20/11

TRADE NAME:

SEQUENCE NUMBER:

1047365

ISSUANCE DATE:

06/20/11

James J. DiVincenzo
Director
New Jersey Division of Revenue

FORM-BRC

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

Certificate Number
622766

Registration Date: 02/13/2024
Expiration Date: 02/12/2026



State of New Jersey

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

Public Works Contractor Registration Act

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

T Fiotakis Construction LLC
2024

Responsible Representative(s):
Themis Fiotakis, Member

Responsible Representative(s):
Niki Fiotakis, Member

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.

T Fiotakis Construction LLC
 197 Central Ave
 Edison NJ 08817

Reference Sheet

Name Of Owner	Name & Location of project/ Type of Work	Prime or Sub Contractor	Architect/ Engineer	Contract Price	Was Time Extension Necessary?	Were any penalties Imposed?	Were Liens claims or stop Notice Filed
Town of Morristown	Kleitmans Woods Park	Prime	Mark Gandy -Town Engineer- 973-292-4894	\$ 215,000.00	No	No	No
Franklin Township	Concrete Curb Sidewalks and Handicap Ramps	Prime	Maureen Sturgeon- Town Engineer- 732-873-2500	\$175,000.00	No	No	No
Toms River School District	Pedestrian Bridge, Concrete Work, Landscape and Walkways	Prime	Dharm Bhatt- Facilities Engineer – 732-505-6633	\$ 220,000.00	NO	NO	NO
Township of Howell	Curb, Sidewalks and Aprons. Handicap Ramps, Drainage Work	Prime	Justin Yost Town Engineer- 732-938-4500	\$ 715,000.00	No	NO	NO
DPMC Project, State of NJ – Caldwell NJ	Grover Cleveland Birthplace Historic Site- Concrete Work, Ramps, Footings and Pavers, Landscape.	Sub	Connolly and Hickey- Historical Architects- 973-746-4911	\$ 80,000.00	No	No	No
Long Branch Board of Education	Exterior Masonry Repairs and renovations at 540 Broadway, Waterproofing, Sidewalks, Ramps, Drainage	Sub	JBA Architecture and Consulting- 610-306-4673	\$85,000.00	No	No	No

**T. FIOTAKIS CONSTRUCTION LLC
197 CENTRAL AVE
EDISON, NJ, 08817
FAX: (732) 985-8516 HOME: (732) 572-4211**

Equipment list of available equipment for the performance of Work

- 1) John Deere 310 SL Backhoe- Great Condition
- 2) International Dump Truck 2011 – Good Condition
- 3) International Dump Truck 2001- Good Condition
- 4) 4 Ford Pick-up Trucks- Good condition
- 5) Ingersoll Rand Air Compressor – Good Condition
- 6) All Small Tools required to complete this project- good condition

NGM Insurance Company
4601 Touchton Road East, Suite 3400
Jacksonville, FL 32246

BID BOND

KNOW ALL BY THESE PRESENTS, That we, T. Fiotakis 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 Sidewalk Repair Program 2025

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 22nd day of October, 2025.

Evdokia Palavos

Witness



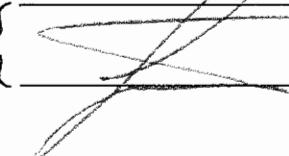
Adriana Giannmichele

Witness

T. Fiotakis Construction LLC

(Seal)

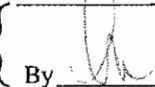
Principal



Member

Title

NGM Insurance Company

{
By 

Lisa Nosal

Attorney-in-Fact

NGM Insurance Company

4601 Touchton Road East, Suite 3400 Jacksonville, FL 32246

CONSENT OF SURETY

To: Township of West Windsor

Re: Contractor Name: T. Fiotakis Construction LLC

Project Description: Sidewalk Repair Program 2025

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:

Sidewalk Repair Program 2025

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 Lisa Nosal, Attorney-in-Fact

October 22, 2025

Date



06-03134189
POWER OF ATTORNEY

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 Adriana Giammichele, Joseph W Mallory, Lisa Nosal, Louis A Vlahakes, Pamela J Boyle, Robert E Culnen

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

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 Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By:

Lauren K. Powell
Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell 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, deposed 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 Madison, Wisconsin this 9th day of October, 2024.

My Commission Expires May 21, 2027



I, Nathan Hoyt, Assistant 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 NGM Insurance 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 Madison, Wisconsin this 22nd day of October, 2025.

Nathan Hoyt Assistant Vice President



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

DocuGuard #04546 contains a security pantograph, blue background, heat-sensitive ink, color-reactive watermark, and microtext printing on border.

HEAT SENSITIVE SHIELD
READS WITH HEAT OR TOUCH



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held on March 4th, 2025, that the following officers were elected and remain in office:

JANET S. EMBRAY.....	PRESIDENT
TROY P. VAN BEEK.....	TREASURER
LAUREN K. POWELL.....	SECRETARY
THERESA E. BREUNIG-SILBERNAGEL.....	VICE PRESIDENT
JOSEPH FREITAS.....	ASSISTANT TREASURER
KARI E. GRASEE.....	ASSISTANT TREASURER
THERESA K. SZTUCKO.....	ASSISTANT TREASURER
PETER H. SCHRADER.....	ASSISTANT TREASURER
CODY C. FAUST.....	ASSISTANT TREASURER

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2024.

ADMITTED ASSETS

Bonds at Amortized Values	\$ 101,894,171
Stocks at Market Value	\$ 135,474,580
First Mortgage Loans	0
Real Estate.....	\$ 2,603,500
Cash in Office and Banks.....	(6,725,952)
Short Term Investments.....	\$ 1,530,725
Agent's Balance (Less than 90 Days)	\$ 199,626,574
Accrued Interest.....	\$ 726,541
Other Assets	\$ 272,128,778
TOTAL ADMITTED ASSETS	\$707,258,917

LIABILITIES

Reserve for Losses	0
Reserve for Loss Adjustment Expenses	0
Reserve for Unearned Premiums.....	0
Reserve for Other Underwriting Expenses.....	\$ 42,826,540
Reserve for Taxes, Licenses, and Fees.....	\$ 3,334,005
Loss Drafts in Transit.....	0
Other Liabilities	\$ 41,080,147
Total Liabilities	\$ 26,164,025
Policyholders' Surplus.....	\$ 620,018,225
TOTAL	\$707,258,917

Securities as deposited by law, included above = \$5,728,598

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.

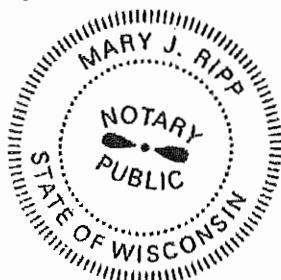
The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognition 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 26th day of March 2025

Mary J. Ripp
Mary J. Ripp
Commission Expires February 8, 2027

IN WITNESS THEREOF I hereunto subscribe
my name and affix the seal of said company
this 26th day of March 2025

Lauren K. Powell
Lauren K. Powell
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, 2024 (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	\$620,018,225

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, 2024 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitations</u>
NGM Insurance Company	\$59,562,000

3) The amount of the bond to which the statement and certification is attached is \$ ~~10% of amount bid 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, Lisa Nosal 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)

Lisa Nosal

(Print name of certifying agent/officer)

Date: October 22, 2025

Attorney in Fact