

**SIDEWALK REPAIR PROGRAM - 2024**

**BID DOCUMENT SUBMISSION CHECKLIST**

**TOWNSHIP OF WEST WINDSOR**

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

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

Required with Submission of Bid By State Statute

Bidder: Initial each item Submitted with Bid

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

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

West Windsor Requires w. Submission of Bid

Bidder: Initial each Item Submitted with Bid

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

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


West Windsor Requires At Award

Bidder: Initial each Item Submitted with Bid

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

**SIDEWALK REPAIR PROGRAM - 2024**

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

Name of Bidder: \_\_\_\_\_  
By Authorized Representative: John Kovacs **President**  
Signature:  \_\_\_\_\_  
Print Name and Title: John Kovacs **President**  
Date Signed: SEP 19 2024

**SIDEWALK REPAIR PROGRAM - 2024**

**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 - 2024**

This Bid will not be accepted after **2:30 pm** prevailing time on **September 19, 2024** at which time all Bids will be publicly opened and read.

---

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.

*Instructions to Bidders*

**SIDEWALK REPAIR PROGRAM - 2024**

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."

SIDEWALK REPAIR PROGRAM - 2024

**BID ITEMS**

**WEST WINDSOR TOWNSHIP**

**2023 SIDEWALK REPAIR PROGRAM**

**BASE BID**

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 4,120 SF @ \$ <u>29</u> PER SF	\$ <u>119480</u>
		<u>Twenty Nine</u> (Write out price)	
		TOTAL BASE BID (ITEM #1)	\$ <u>119480</u>

SIDEWALK REPAIR PROGRAM - 2024

If a Corporation.

Name of Contractor

Signature of Bidder

John Kovacs

President

Business Address

Name Title  
DIAMOND CONSTRUCTION  
35 BEAVERSON BLVD, SUITE 120  
BRICK, NJ 08723

Incorporated under the Laws of the State of NEW JERSEY

President John Kovacs President  
(Name) (Title)

Secretary John Kovacs  
(Name) (Title)

Treasurer John Kovacs  
(Name) (Title)

Dated: **SEP 19 2024**

(Affix Corporation Seal Here)  
If a Partnership, Individual, or Non-Incorporated Organization.

Name of Company

Signature of Bidder

John Kovacs

President

(Name) (Title)

Names and Addresses of Members of Company

John Kovacs

100%

President

John A Kovacs  
125 Old Orchard Rd E  
Toms River NJ 08755

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA**

SIDEWALK REPAIR PROGRAM - 2024

**TO BID DOCUMENTS FORM**

TOWNSHIP OF WEST WINDSOR  
**SIDEWALK REPAIR PROGRAM - 2024**

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			

NONE RECEIVED

[Signature]

**Acknowledged by Bidder**

Name of Bidder: \_\_\_\_\_

By Authorized Representative: [Signature] John Kovacs President

Signature: [Signature] John Kovacs President

Print Name and Title: **SEP 19 2024** Kovacs President

Date: **SEP 19 2024**

SIDEWALK REPAIR PROGRAM - 2024

**BID BOND**

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

Jak Construction Corp. T/A Diamond Construction as Principal, and Bondex Insurance Company as Surety, are

hereby held and firmly bound unto the Township of West Windsor, as Owner, in the Penal Sum of Ten Percent of the Amount Bid Not to Exceed twenty thousand and 00/100 dollars (\$ 20,000.00 ) for the payment of which, well and truly to be

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

Signed this, 19th day of September, 2024.

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 - 2024**

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: [Signature]  
Witness

Jak Construction Corp. T/A Diamond Construction  
Principal John Kovacs  
President

BY: [Signature]  
Claudia Pereira Witness

Bondex Insurance Company  
Surety  
[Signature]  
Philip S. Tobey, Attorney-in-Fact



**SIDEWALK REPAIR PROGRAM - 2024**

**BID BOND**

**SEE ATTACHED  
BID BOND &  
CONSENT OF SURETY**

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 - 2024**

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: _____ <div style="text-align: center; margin-top: 5px;">Witness</div>	_____ Principal
BY: _____ <div style="text-align: center; margin-top: 5px;">Witness</div>	_____ Surety
BY: _____ <div style="text-align: center; margin-top: 5px;">Witness</div>	_____ Attorney-in-Fact

**SIDEWALK REPAIR PROGRAM - 2024****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 - 2024

LIST OF SUBCONTRACTORS

TITLE OF BID: SIDEWALK REPAIR PROGRAM - 2024

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

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

*None*

Plumbing and Gas Fitting and All Kindred Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

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

Electrical Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

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

Structural Steel and Ornamental Iron Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

SIDEWALK REPAIR PROGRAM - 2024

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

TOWNSHIP OF WEST WINDSOR

COUNTY OF MERCER **John A Kovacs**

**125 Old Orchard Rd E**

I, John Kovacs of the Municipality of Toms River NJ 08755 in the County of OCEAN 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.

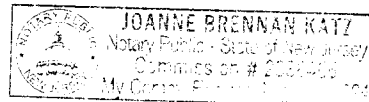
The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's list of Debarred, Suspended and Disqualified bidders list at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Township shall be immediately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

Name of Contractor (Type or Print)  
John Kovacs  
Signature/Title President  
John Kovacs President  
(Type or Print Name of Affiant)

Subscribed and Sworn before me this  
Day of SEP 19 2024

Joanne Brennan Katz  
Notary Public  
My Commission Expires \_\_\_\_\_



SIDEWALK REPAIR PROGRAM - 2024

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 7/20/1990

Name and address of Officers: \_\_\_\_\_

President: John Kovacs John Kovacs President

Vice President: John Kovacs

Secretary: John Kovacs

Treasurer: John Kovacs

CONTRACTOR'S EXPERIENCE

- How many years has your organization been in business as a general contractor under your present business name? 34+ years
- How many years' experience in this type of construction work has your organization had? 34+
- 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.	\$ _____	_____	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

SEE ATTACHED  
REFERENCE PACKET

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

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

SEE ATTACHED  
REFERENCE PACKET

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

SIDEWALK REPAIR PROGRAM - 2024

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	\$ _____
	REFERENCE PACKET	\$ _____
		\$ _____

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.

\$2.5 million - County of Middlesex

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

SEE ATTACHED  
REFERENCE PACKET

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



POWER OF ATTORNEY

Bond Number Bid Bond

**Bondex Insurance Company**

**KNOW ALL MEN BY THESE PRESENTS:** That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having its principal office in Atlanta, County of Cobb, State of Georgia, does hereby appoint:

**Philip S. Tobey, Lionel D. Jorge, Jeffrey R. Bauman, Megan C. Bauer**

its true and lawful Attorney(s)-in-Fact, with full power and authority to execute on its behalf bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in nature thereof, issued in the course of its business and to bind the Company in an amount not to exceed Twelve Million and 00/100 dollars.

This Power of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.

*RESOLVED that the Chief Executive Officer, President, Vice President or Secretary, shall have the power and authority*

1. *To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
2. *To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

*RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed.*

IN WITNESS WHEREOF, **BONDEX INSURANCE COMPANY** has caused its seal to be affixed hereto and executed by its President on the 27th day of June, 2024.

**BONDEX INSURANCE COMPANY**

BY Antonio R. Barner  
Antonio R. Barner, President

State of GEORGIA  
County of COBB

**ACKNOWLEDGEMENT**

On this 27th day of June, 2024, before me, a notary public, personally appeared Antonio R. Barner, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year first written above.



BY Mara Buffington  
Name: Mara Buffington  
Notary Public

**CERTIFICATE**

I, J. Stephen Berry, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

Signed and Sealed at Atlanta, Georgia this 19<sup>th</sup> day of September, 2024.



BY J. Stephen Berry  
J. Stephen Berry, Secretary

**WARNING:** Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



**SIDEWALK REPAIR PROGRAM - 2024**

**SEE ATTACHED  
BID BOND &  
CONSENT OF SURETY**

**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**

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 - 2024

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :

SS:

COUNTY OF OCEAN :

**John A Kovacs**  
125 Old Orchard Rd E  
Toms River NJ 08755

I, John Kovacs of the (City, Town, Township, Borough, etc.)  
of \_\_\_\_\_ in the County of OCEAN 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 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 \_\_\_\_\_ relies upon the truth of the statements  
contained in said Proposal and in this affidavit in awarding the contract for the said Project.

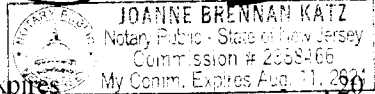
I further warrant that no person(s) or selling agency has been employed or retained to solicit, or secure  
such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee  
except bona fide employees or bona fide established commercial or selling agencies maintained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

\_\_\_\_\_  
(Name of Bidder) **John Kovacs**  
**President**  
\_\_\_\_\_  
(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

\_\_\_\_\_ day of **SEP 19 2024**

Notary Public of



My commission expires

**SIDEWALK REPAIR PROGRAM - 2024**

**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: \_\_\_\_\_

Organization Address: \_\_\_\_\_

DIAMOND CONSTRUCTION  
3 BEAVERSON BLVD, SUITE 107  
BRICK, NJ 08723

**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 - 2024**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
John Kovacs <i>100%</i> President	John A Kovacs 125 Old Orchard Rd E Toms River NJ 08755

**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 - 2024**

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):	<b>John Kovacs</b>	Title:	<b>President</b>
Signature:		Date:	<b>SEP 19 2024</b>

**SIDEWALK REPAIR PROGRAM - 2024****(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

**SIDEWALK REPAIR PROGRAM - 2024****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:

**SIDEWALK REPAIR PROGRAM - 2024****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 - 2024

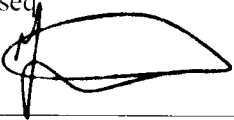
**EXHIBIT B (Cont.)**


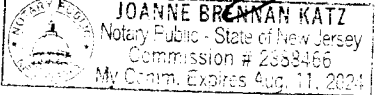
women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor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

Signed, sealed and delivered  
in the presence of   


(Notarized)

**SIDEWALK REPAIR PROGRAM - 2024**

**AGREEMENT**

This Contract made the \_\_\_\_\_ day of \_\_\_\_\_, 2024 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 - 2024**. Performance by the Contractor is to be completed not later than **150 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 - 2024**

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.

**Section 4. Final Inspection and Payment.**

**SIDEWALK REPAIR PROGRAM - 2024**

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

**SIDEWALK REPAIR PROGRAM - 2024**

- 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.
- (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.

**SIDEWALK REPAIR PROGRAM - 2024**

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.
  - (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

**SIDEWALK REPAIR PROGRAM - 2024**

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 & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**SIDEWALK REPAIR PROGRAM - 2024****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 - 2024**

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:

\_\_\_\_\_

Gay Huber  
Township Clerk

Hemant Marathe  
Mayor

\_\_\_\_\_

By:

\_\_\_\_\_

Contractor

**SIDEWALK REPAIR PROGRAM - 2024**

**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.

**SEP 19 2024**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

as a binding act in deed of

\_\_\_\_\_  
Name of Organization **John Kovacs  
President**

\_\_\_\_\_  
Authorized Signature & Title **President John Kovacs**

Print Authorized Signature Name & Title

**SIDEWALK REPAIR PROGRAM - 2024****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 - 2024

SEP 19 2024

This PREVAILING WAGE AFFIDAVIT is signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

as a binding act in deed of

\_\_\_\_\_  
 Name of Organization

\_\_\_\_\_  
 Authorized Signature & Title

**President**                      **John Kovacs**

\_\_\_\_\_  
 Print Authorized Signature Name & Title

SIDEWALK REPAIR PROGRAM - 2024

**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 - 2024**

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 - 2024**

**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 - 2024**

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 - 2024**

**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 - 2024**

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 - 2024

CONTRACTOR'S AFFIDAVIT

STATE OF: NEW JERSEY

COUNTY OF: OCEAN

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

(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

SIDEWALK REPAIR PROGRAM 2024 (Project)

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

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: NEW JERSEY SS:

COUNTY OF: OCEAN

On this SEP 19 2024 day of 20, before me personally came

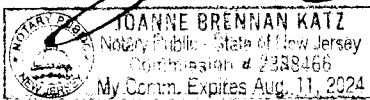
and appeared John Kovacs President to me known, who,

being by me duly sworn, did depose and say that he resides at John A Kovacs 125 Old Orchard Rd E Toms River NJ 08755 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 - 2024**

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 - 2024

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

**John Kovacs** **President**  
 \_\_\_\_\_  
 DIAMOND CONSTRUCTION (Full Name) **John A Kovacs**  
 500 BEAVERSON BLVD, SUITE 100 125 Old Orchard Rd E  
 BRICK, NJ 08723 (Company and Street Address) Toms River NJ 08755 **John Kovacs**  
 \_\_\_\_\_  
 OCEAN County and State of NEW JERSEY  
 SEP 19 2024

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 SEP 19 2024, 20\_\_\_\_.

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 - 2024**

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

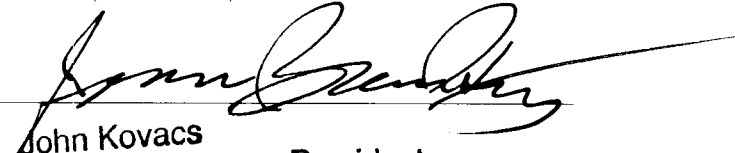
has caused these presents to be duly executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed, Sealed and Delivered in the presence of:

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

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

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

Attest:  (SEAL)  
**John Kovacs** **President**

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

(CORPORATE SEAL)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	JAK CONSTRUCTION CORPORATION
<b>Trade Name:</b>	DIAMOND CONSTRUCTION
<b>Address:</b>	35 BEAVERSON BLVD SUITE 12 C BRICK, NJ 08723
<b>Certificate Number:</b>	0078750
<b>Effective Date:</b>	October 31, 1990
<b>Date of Issuance:</b>	January 25, 2018

**For Office Use Only:**  
20180125151856889

**SIDEWALK REPAIR PROGRAM - 2024**

**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>0078750</u>
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn

Before me this 19 day of SEP 2024  
Of \_\_\_\_\_ 20 \_\_\_\_\_



Notary Public of NEW JERSEY



Signature **President**  
**John Kovacs**

Name and Title  
(type or print)

My Commission Expires \_\_\_\_\_



**\*\* 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.**



Certificate Number  
69394

Registration Date: 03/08/2024  
Expiration Date: 03/07/2026



# State of New Jersey

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

### Public Works Contractor Registration Act

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



Responsible Representative(s):  
John Kovacs, President

A handwritten signature in black ink, appearing to read "Robert Asaro-Angelo", written over a horizontal line.

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.

**SIDEWALK REPAIR PROGRAM - 2024**

**Disclosure of Investment Activities in Iran**

**Person or Entity**

**Part 1: Certification**

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

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

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

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

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

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



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

**IF UNABLE TO CERTIFY**



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

**SIDEWALK REPAIR PROGRAM - 2024**

**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)	John Kovacs	Title	President
Signature			Date SEP 19 2024

**SIDEWALK REPAIR PROGRAM - 2024**

**SIDEWALK REPAIR PROGRAM - 2024**

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

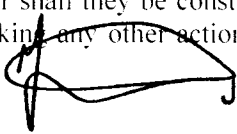
Equal Opportunity for Individuals with Disabilities

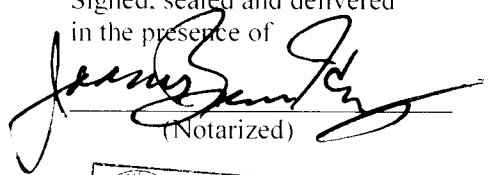
The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, 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.

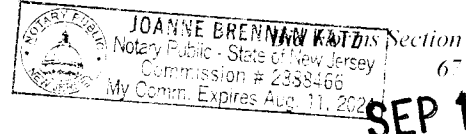
The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants and employees, 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  **John Koyacs**  
**President**  
Successful Bidder / Contractor

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

  
JOANNE BRENNAN KATZIS Notary  
Notary Public - State of New Jersey  
Commission # 2358466  
My Comm. Expires Aug. 11, 2024

67  
**SEP 19 2024**

**SIDEWALK REPAIR PROGRAM - 2024**

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

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

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

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

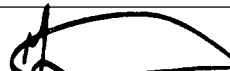
**SIDEWALK REPAIR PROGRAM - 2024**

**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.

<b>PART I: VENDOR INFORMATION</b>	
Individual or Organization Name	
Address of Individual or Organization	DIAMOND CONSTRUCTION 5 BEAVERSON BLVD, SUITE 1 BRICK, NJ 08723
DUNS Code (if applicable)	K4AUBZBQN5W9
CAGE Code (if applicable)	8JV15
<b>Check the box that represents the type of business organization:</b>	

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


<b>PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization</b>			
I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	John Kovacs	Title:	President
Signature:		Date:	SEP 19 2024

SIDEWALK REPAIR PROGRAM - 2024

<b>PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization</b>	
<b>Section A (Check the Box that applies)</b>	
<input 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.
<b>Name of Individual or Organization</b>	John Kovacs 100% President
<b>Home Address (for Individual) or Business Address</b>	John A Kovacs 125 Old Orchard Rd E Pomona River NJ 08755
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
<b>Section B (Skip if no Business entity is listed in Section A above)</b>	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	OR
<b>Home Address (for Individual) or Business Address</b>	
<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.




**SIDEWALK REPAIR PROGRAM - 2024**

<b>Section C – Part III Certification</b>			
<p>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 <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of <b>&lt;name of organization&gt;</b>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that <b>West Windsor Township</b> 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.</p>			
Full Name (Print):	<b>John Kovacs</b>	Title:	<b>President</b>
Signature:		Date:	<b>SEP 19 2024</b>

<b>Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities</b>									
<b>Section A</b>									
<input type="checkbox"/>	<p>Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Name of Business Entity</th> <th style="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**									
<b>OR</b>									
<input type="checkbox"/>	<p>The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.</p>								
<b>Section B (skip if no business entities are listed in Section A of Part IV)</b>									

**SIDEWALK REPAIR PROGRAM - 2024**

<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).		
<b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>	<b>Business Address</b>		
	/		
**Add additional Sheets if necessary**			
<b>OR</b>			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
<b>Section C – Part IV Certification</b>			
<p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):	John Kovacs	Title:	President
Signature:		Date:	<b>SEP 19 2024</b>

# DIAMOND CONSTRUCTION

35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723  
Phone: (732) 262-7449 Fax: (732) 262-7795  
[johndiamondconstruction@yahoo.com](mailto:johndiamondconstruction@yahoo.com)

---

## **BID REFERENCE PACKET TABLE OF CONTENTS**

- 01.) BUSINESS REGISTRATION CERTIFICATE – DIAMOND
- 02.) PUBLIC WORKS REGISTRATION - DIAMOND
- 03.) NEW JERSEY SDA CLASSIFICATION
- 04.) NEW JERSEY DPMC CLASSIFICATION AND CERTIFICATE
- 05.) TOTAL AMOUNT OF UNCOMPLETED CONTRACTS
- 06.) NEW JERSEY SBE APPROVAL
- 07.) CERTIFICATE OF EMPLOYEE INFO REPORT
- 08.) CERTIFICATE OF INSURANCE (EVIDENCE)
- 09.) AFFIRMATIVE ACTION (AA-EEO) APPROVAL
- 10.) WORK ON HAND
- 11.) PROJECT REFERENCES
- 12.) ENGINEER REFERENCES
- 13.) TRADE REFERENCES / BANK REFERENCES
- 14.) EQUIPMENT LIST
- 15.) NEW JERSEY BUSINESS ENTITY ANNUAL STATEMENT
- 16.) W9 – (SIGNED)
- 17.) FINANCIAL STATEMENTS
- 18.) SAM/CCR CREDENTIALS
- 19.) PUBLIC WORKS REGISTRATION – STATEWIDE
- 20.) BUSINESS REGISTRATION CERTIFICATE - STATEWIDE



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JAK CONSTRUCTION CORPORATION  
**Trade Name:** DIAMOND CONSTRUCTION  
**Address:** 35 BEAVERSON BLVD SUITE 12 C  
BRICK, NJ 08723  
**Certificate Number:** 0078750  
**Effective Date:** October 31, 1990  
**Date of Issuance:** January 25, 2018

**For Office Use Only:**  
20180125151856889

Certificate Number  
69394

Registration Date: 03/08/2024  
Expiration Date: 03/07/2026



# 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:

**Diamond Construction**  
**2024**

Responsible Representative(s):

John Kovacs, President

A handwritten signature in black ink, appearing to read "R. 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.

**CONTRACTOR NOTICE OF PREQUALIFICATION**

for  
 JAK Construction Corp. t/a Diamond Construction  
 35 Beaverson Blvd, Suite 12C  
 Brick, NJ 08723

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: May 20, 2024

Expiration Date: May 18, 2026

**Aggregate Limit: \$2.5 Million**

<input type="checkbox"/> Construction Manager as Constructor	<input type="checkbox"/> Sprinkler Systems	<input type="checkbox"/> Pile Driving
<input type="checkbox"/> Design Build	<input type="checkbox"/> Sheet Metal (Mechanical)	<input type="checkbox"/> Prefabrication Buildings
<input type="checkbox"/> General Construction	<input type="checkbox"/> Electrical	<input type="checkbox"/> Prefabrication Music/Sound Clean Rooms
<input type="checkbox"/> General Construction/Alterations & Additions	<input type="checkbox"/> Communications Systems	<input type="checkbox"/> Relocatable Buildings
<input type="checkbox"/> Partitions/Ceilings	<input type="checkbox"/> Fire Alarm/Signal Systems	<input type="checkbox"/> Asbestos Removal/Treatment
<input type="checkbox"/> Doors & Hardware	<input type="checkbox"/> Security/Intrusion Alarms	<input type="checkbox"/> Asbestos Removal/Mechanical
<input type="checkbox"/> Windows	<input type="checkbox"/> Audio Visual Systems	<input type="checkbox"/> Waste Removal Toxic/Hazardous
<input type="checkbox"/> Siding & Gutters	<input checked="" type="checkbox"/> Site Work	<input type="checkbox"/> Radon Mitigation
<input type="checkbox"/> Carpeting	<input type="checkbox"/> Sewage & Water Treatment Plants	<input type="checkbox"/> Lead Paint Abatement
<input type="checkbox"/> Flooring/Tile	<input checked="" type="checkbox"/> Sewer Piping & Storm Drains	<input type="checkbox"/> Detention Equipment Systems
<input type="checkbox"/> Millwork	<input checked="" type="checkbox"/> Landscape Construction	<input type="checkbox"/> Energy Management Systems
<input type="checkbox"/> Insulation	<input type="checkbox"/> Underground Water & Utilities	<input type="checkbox"/> Elevators
<input type="checkbox"/> Acoustical	<input checked="" type="checkbox"/> Road Construction & Paving	<input type="checkbox"/> Museum Exhibits
<input checked="" type="checkbox"/> Concrete/Foundation Footings/Masonry Work	<input type="checkbox"/> Athletic Fields/Tracks/Courts	<input type="checkbox"/> Test Boring
<input type="checkbox"/> Gunite	<input type="checkbox"/> Athletic Fields/Synthetic Turf	<input type="checkbox"/> Well Drilling
<input type="checkbox"/> Demolition	<input type="checkbox"/> Pumping Stations	<input type="checkbox"/> Microbial Remediation
<input type="checkbox"/> Fencing	<input type="checkbox"/> Landscape Irrigation	<input type="checkbox"/> Food Service Equipment
<input type="checkbox"/> Historical Light Fixture Restoration	<input type="checkbox"/> Roofing-Membrane EPDM	<input type="checkbox"/> School Furnishings
<input type="checkbox"/> Historical Restoration	<input type="checkbox"/> Roofing-Membrane PVC/CPE/CSPE	<input type="checkbox"/> Lab Furniture/Equipment
<input type="checkbox"/> Pre-Cast Concrete	<input type="checkbox"/> Roofing-Membrane Modified Bitumen	<input type="checkbox"/> Seating/Bleachers
<input type="checkbox"/> Curtain Walls	<input type="checkbox"/> Roofing-Urethane	<input type="checkbox"/> Swimming Pools
<input type="checkbox"/> Architectural Cast Iron	<input type="checkbox"/> Roofing-Built Up	<input type="checkbox"/> Dust Collectors
<input type="checkbox"/> Welding	<input type="checkbox"/> Roofing-Metal	<input type="checkbox"/> Signage & Graphics
<input type="checkbox"/> Structural Steel & Ornamental Iron	<input type="checkbox"/> Roofing-Tile/Slate/Shingles	<input type="checkbox"/> Septic Systems
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Caulking & Waterproofing	<input type="checkbox"/> Stage Equipment
<input type="checkbox"/> Oil & Gas Burners	<input type="checkbox"/> Scaffolding	<input type="checkbox"/> Underground Storage Tanks/Closure & Installation
<input type="checkbox"/> HVACR	<input type="checkbox"/> Roofing-Historical Sites	<input type="checkbox"/> Underground Storage Tanks/Installation
<input type="checkbox"/> Boilers (New Repair)	<input type="checkbox"/> Roofing-TPO	<input type="checkbox"/> Underground Storage Tanks/Closure
<input type="checkbox"/> Service Station	<input type="checkbox"/> Painting-General	<input type="checkbox"/> UST/Tank Testing
<input type="checkbox"/> Solar Energy Systems	<input type="checkbox"/> Painting-Tanks/Steel Structures/Elevated Structures	<input type="checkbox"/> Underground Storage Tanks/Corrosion Protection Systems Analysis
<input type="checkbox"/> Energy Services (ESCO)	<input type="checkbox"/> Painting-Historical Sites	<input type="checkbox"/> Above Ground Storage Tanks
<input type="checkbox"/> Geothermal Loop Systems	<input type="checkbox"/> Sandblasting	<input type="checkbox"/> Site Remediation
<input type="checkbox"/> Fireproof Applications	<input type="checkbox"/> Divers	<input type="checkbox"/> Inside Plant Cable
<input type="checkbox"/> Insulation (Mechanical)	<input type="checkbox"/> Barges	<input type="checkbox"/> Outside Plant Cable
<input type="checkbox"/> Fire Suppression Systems	<input type="checkbox"/> Bulkhead & Docks	<input type="checkbox"/> Fiber Installation & Splicing
<input type="checkbox"/> Control Systems	<input type="checkbox"/> Jetty & Breakwater	
<input type="checkbox"/> Parking & Control Systems	<input type="checkbox"/> Dredging	

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx>

**NJSDA Risk Management – Prequalification Unit – 609-858-5355**



**CONTRACTOR NOTICE OF PREQUALIFICATION**

for  
JAK Construction Corp. t/a Diamond Construction  
35 Beaverson Blvd, Suite 12C  
Brick, NJ 08723

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: May 20, 2024

Expiration Date: May 18, 2026

**Aggregate Limit: \$2.5 Million**

<input type="checkbox"/> Construction Manager as Constructor	<input type="checkbox"/> Sprinkler Systems	<input type="checkbox"/> Pile Driving
<input type="checkbox"/> Design Build	<input type="checkbox"/> Sheet Metal (Mechanical)	<input type="checkbox"/> Prefabrication Buildings
<input type="checkbox"/> General Construction	<input type="checkbox"/> Electrical	<input type="checkbox"/> Prefabrication Music/Sound Clean Rooms
<input type="checkbox"/> General Construction/Alterations & Additions	<input type="checkbox"/> Communications Systems	<input type="checkbox"/> Relocatable Buildings
<input type="checkbox"/> Partitions/Ceilings	<input type="checkbox"/> Fire Alarm/Signal Systems	<input type="checkbox"/> Asbestos Removal/Treatment
<input type="checkbox"/> Doors & Hardware	<input type="checkbox"/> Security/Intrusion Alarms	<input type="checkbox"/> Asbestos Removal/Mechanical
<input type="checkbox"/> Windows	<input type="checkbox"/> Audio Visual Systems	<input type="checkbox"/> Waste Removal Toxic/Hazardous
<input type="checkbox"/> Siding & Gutters	<input checked="" type="checkbox"/> Site Work	<input type="checkbox"/> Radon Mitigation
<input type="checkbox"/> Carpeting	<input type="checkbox"/> Sewage & Water Treatment Plants	<input type="checkbox"/> Lead Paint Abatement
<input type="checkbox"/> Flooring/Tile	<input checked="" type="checkbox"/> Sewer Piping & Storm Drains	<input type="checkbox"/> Detention Equipment Systems
<input type="checkbox"/> Millwork	<input checked="" type="checkbox"/> Landscape Construction	<input type="checkbox"/> Energy Management Systems
<input type="checkbox"/> Insulation	<input type="checkbox"/> Underground Water & Utilities	<input type="checkbox"/> Elevators
<input type="checkbox"/> Acoustical	<input checked="" type="checkbox"/> Road Construction & Paving	<input type="checkbox"/> Museum Exhibits
<input checked="" type="checkbox"/> Concrete/Foundation Footings/ Masonry Work	<input type="checkbox"/> Athletic Fields/Tracks/Courts	<input type="checkbox"/> Test Boring
<input type="checkbox"/> Gunite	<input type="checkbox"/> Athletic Fields/Synthetic Turf	<input type="checkbox"/> Well Drilling
<input type="checkbox"/> Demolition	<input type="checkbox"/> Pumping Stations	<input type="checkbox"/> Microbial Remediation
<input type="checkbox"/> Fencing	<input type="checkbox"/> Landscape Irrigation	<input type="checkbox"/> Food Service Equipment
<input type="checkbox"/> Historical Light Fixture Restoration	<input type="checkbox"/> Roofing-Membrane EPDM	<input type="checkbox"/> School Furnishings
<input type="checkbox"/> Historical Restoration	<input type="checkbox"/> Roofing-Membrane PVC/CPE/CSPE	<input type="checkbox"/> Lab Furniture/Equipment
<input type="checkbox"/> Pre-Cast Concrete	<input type="checkbox"/> Roofing-Membrane Modified Bitumen	<input type="checkbox"/> Seating/Bleachers
<input type="checkbox"/> Curtain Walls	<input type="checkbox"/> Roofing-Urethane	<input type="checkbox"/> Swimming Pools
<input type="checkbox"/> Architectural Cast Iron	<input type="checkbox"/> Roofing-Built Up	<input type="checkbox"/> Dust Collectors
<input type="checkbox"/> Welding	<input type="checkbox"/> Roofing-Metal	<input type="checkbox"/> Signage & Graphics
<input type="checkbox"/> Structural Steel & Ornamental Iron	<input type="checkbox"/> Roofing-Tile/Slate/Shingles	<input type="checkbox"/> Septic Systems
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Caulking & Waterproofing	<input type="checkbox"/> Stage Equipment
<input type="checkbox"/> Oil & Gas Burners	<input type="checkbox"/> Scaffolding	<input type="checkbox"/> Underground Storage Tanks/Closure & Installation
<input type="checkbox"/> HVACR	<input type="checkbox"/> Roofing-Historical Sites	<input type="checkbox"/> Underground Storage Tanks/Installation
<input type="checkbox"/> Boilers (New Repair)	<input type="checkbox"/> Roofing-TPO	<input type="checkbox"/> Underground Storage Tanks/Closure
<input type="checkbox"/> Service Station	<input type="checkbox"/> Painting-General	<input type="checkbox"/> UST/Tank Testing
<input type="checkbox"/> Solar Energy Systems	<input type="checkbox"/> Painting-Tanks/Steel Structures/ Elevated Structures	<input type="checkbox"/> Underground Storage Tanks/ Corrosion Protection Systems Analysis
<input type="checkbox"/> Energy Services (ESCO)	<input type="checkbox"/> Painting-Historical Sites	<input type="checkbox"/> Above Ground Storage Tanks
<input type="checkbox"/> Geothermal Loop Systems	<input type="checkbox"/> Sandblasting	<input type="checkbox"/> Site Remediation
<input type="checkbox"/> Fireproof Applications	<input type="checkbox"/> Divers	<input type="checkbox"/> Inside Plant Cable
<input type="checkbox"/> Insulation (Mechanical)	<input type="checkbox"/> Barges	<input type="checkbox"/> Outside Plant Cable
<input type="checkbox"/> Fire Suppression Systems	<input type="checkbox"/> Bulkhead & Docks	<input type="checkbox"/> Fiber Installation & Splicing
<input type="checkbox"/> Control Systems	<input type="checkbox"/> Jetty & Breakwater	
<input type="checkbox"/> Parking & Control Systems	<input type="checkbox"/> Dredging	

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/ VendorSearch.aspx>

**NJSDA Risk Management – Prequalification Unit – 609-858-5355**



**CONTRACTOR NOTICE OF PREQUALIFICATION**

for

JAK Construction Corp. t/a Diamond Construction  
35 Beaverson Blvd, Suite 12C  
Brick, NJ 08723

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: May 20, 2024

Expiration Date: May 18, 2026

**Aggregate Limit: \$2.5 Million**

<input type="checkbox"/> Construction Manager as Constructor	<input type="checkbox"/> Sprinkler Systems	<input type="checkbox"/> Pile Driving
<input type="checkbox"/> Design Build	<input type="checkbox"/> Sheet Metal (Mechanical)	<input type="checkbox"/> Prefabrication Buildings
<input type="checkbox"/> General Construction	<input type="checkbox"/> Electrical	<input type="checkbox"/> Prefabrication Music/Sound Clean Rooms
<input type="checkbox"/> General Construction/Alterations & Additions	<input type="checkbox"/> Communications Systems	<input type="checkbox"/> Relocatable Buildings
<input type="checkbox"/> Partitions/Ceilings	<input type="checkbox"/> Fire Alarm/Signal Systems	<input type="checkbox"/> Asbestos Removal/Treatment
<input type="checkbox"/> Doors & Hardware	<input type="checkbox"/> Security/Intrusion Alarms	<input type="checkbox"/> Asbestos Removal/Mechanical
<input type="checkbox"/> Windows	<input type="checkbox"/> Audio Visual Systems	<input type="checkbox"/> Waste Removal Toxic/Hazardous
<input type="checkbox"/> Siding & Gutters	<input checked="" type="checkbox"/> Site Work	<input type="checkbox"/> Radon Mitigation
<input type="checkbox"/> Carpeting	<input type="checkbox"/> Sewage & Water Treatment Plants	<input type="checkbox"/> Lead Paint Abatement
<input type="checkbox"/> Flooring/Tile	<input checked="" type="checkbox"/> Sewer Piping & Storm Drains	<input type="checkbox"/> Detention Equipment Systems
<input type="checkbox"/> Millwork	<input checked="" type="checkbox"/> Landscape Construction	<input type="checkbox"/> Energy Management Systems
<input type="checkbox"/> Insulation	<input type="checkbox"/> Underground Water & Utilities	<input type="checkbox"/> Elevators
<input type="checkbox"/> Acoustical	<input checked="" type="checkbox"/> Road Construction & Paving	<input type="checkbox"/> Museum Exhibits
<input checked="" type="checkbox"/> Concrete/Foundation Footings/Masonry Work	<input type="checkbox"/> Athletic Fields/Tracks/Courts	<input type="checkbox"/> Test Boring
<input type="checkbox"/> Gunite	<input type="checkbox"/> Athletic Fields/Synthetic Turf	<input type="checkbox"/> Well Drilling
<input type="checkbox"/> Demolition	<input type="checkbox"/> Pumping Stations	<input type="checkbox"/> Microbial Remediation
<input type="checkbox"/> Fencing	<input type="checkbox"/> Landscape Irrigation	<input type="checkbox"/> Food Service Equipment
<input type="checkbox"/> Historical Light Fixture Restoration	<input type="checkbox"/> Roofing-Membrane EPDM	<input type="checkbox"/> School Furnishings
<input type="checkbox"/> Historical Restoration	<input type="checkbox"/> Roofing-Membrane PVC/CPE/CSPE	<input type="checkbox"/> Lab Furniture/Equipment
<input type="checkbox"/> Pre-Cast Concrete	<input type="checkbox"/> Roofing-Membrane Modified Bitumen	<input type="checkbox"/> Seating/Bleachers
<input type="checkbox"/> Curtain Walls	<input type="checkbox"/> Roofing-Urethane	<input type="checkbox"/> Swimming Pools
<input type="checkbox"/> Architectural Cast Iron	<input type="checkbox"/> Roofing-Built Up	<input type="checkbox"/> Dust Collectors
<input type="checkbox"/> Welding	<input type="checkbox"/> Roofing-Metal	<input type="checkbox"/> Signage & Graphics
<input type="checkbox"/> Structural Steel & Ornamental Iron	<input type="checkbox"/> Roofing-Tile/Slate/Shingles	<input type="checkbox"/> Septic Systems
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Caulking & Waterproofing	<input type="checkbox"/> Stage Equipment
<input type="checkbox"/> Oil & Gas Burners	<input type="checkbox"/> Scaffolding	<input type="checkbox"/> Underground Storage Tanks/Closure & Installation
<input type="checkbox"/> HVACR	<input type="checkbox"/> Roofing-Historical Sites	<input type="checkbox"/> Underground Storage Tanks/Installation
<input type="checkbox"/> Boilers (New Repair)	<input type="checkbox"/> Roofing-TPO	<input type="checkbox"/> Underground Storage Tanks/Closure
<input type="checkbox"/> Service Station	<input type="checkbox"/> Painting-General	<input type="checkbox"/> UST/Tank Testing
<input type="checkbox"/> Solar Energy Systems	<input type="checkbox"/> Painting-Tanks/Steel Structures/Elevated Structures	<input type="checkbox"/> Underground Storage Tanks/Corrosion Protection Systems Analysis
<input type="checkbox"/> Energy Services (ESCO)	<input type="checkbox"/> Painting-Historical Sites	<input type="checkbox"/> Above Ground Storage Tanks
<input type="checkbox"/> Geothermal Loop Systems	<input type="checkbox"/> Sandblasting	<input type="checkbox"/> Site Remediation
<input type="checkbox"/> Fireproof Applications	<input type="checkbox"/> Divers	<input type="checkbox"/> Inside Plant Cable
<input type="checkbox"/> Insulation (Mechanical)	<input type="checkbox"/> Barges	<input type="checkbox"/> Outside Plant Cable
<input type="checkbox"/> Fire Suppression Systems	<input type="checkbox"/> Bulkhead & Docks	<input type="checkbox"/> Fiber Installation & Splicing
<input type="checkbox"/> Control Systems	<input type="checkbox"/> Jetty & Breakwater	
<input type="checkbox"/> Parking & Control Systems	<input type="checkbox"/> Dredging	

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx>

**NJSDA Risk Management – Prequalification Unit – 609-858-5355**



Notice of Classification

From: cclass@treas.state.nj.us

To: johndiamondconstruction@yahoo.com

Date: Thursday, May 2, 2024 at 03:45 PM EDT

JAK CONSTRUCTION CORP T/A DIAMOND CONSTRUCTION  
35 BEAVERSON BLVD - SUITE 12C  
BRICK, NJ 08723

State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND  
CONSTRUCTION  
33 WEST STATE STREET - P.O. BOX 034  
TRENTON, NEW JERSEY 08625-0034



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$2,500,000	C019 -CONCRETE/FOUND. FOOTINGS/MASONRY WORK C057 -LANDSCAPE CONSTRUCTION C059 -ROAD CONSTRUCTION & PAVING C056 -SEWER PIPING & STORM DRAINS C054 -SITE WORK	05/19/2024 05/19/2024 05/19/2024 05/19/2024 05/19/2024	05/18/2026

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR



# State of New Jersey

## DEPARTMENT OF THE TREASURY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

33 WEST STATE STREET - P.O. BOX 034 TRENTON, NEW JERSEY 08625-0034

### NOTICE OF CLASSIFICATION FOR

**JAK CONSTRUCTION CORPORATION**  
**35 BEAVERSON BOULEVARD, SUITE 12C**  
**BRICK, NJ, 08723**

**BOND AMOUNT: \$3,000,000.00**

In accordance with N.J.S.A. 18A:18A-27 et seq. (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department(s) as previously noted.

Aggregate Rating	Trade(s) & License(s)	Effective Date	Expiration Date
\$2,460,000.00	C019 - CONCRETE/FOUNDATION	05/19/2024	05/18/2028
	C054 - SITE WORK		
	C056 - SEWER PIPING & STORM		
	C057 - LANDSCAPE		
	C059 - ROAD CONSTRUCTION &		

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- Information on aggregate amounts can be verified on the DPMC WEB SITE.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

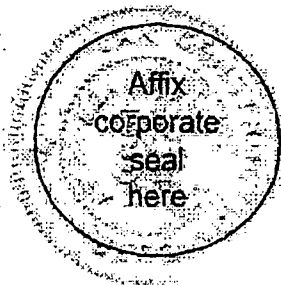
TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I Certify that the amount of uncompleted work on contracts is \$ 150,000.00

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



Respectfully submitted, DIAMOND CONSTRUCTION

By

Name of Firm

[Handwritten Signature]

John Kovacs

Signature

President

Title

Sworn to and subscribed before me MAR 7 2024
This day of 20

DIAMOND CONSTRUCTION
25 DEVERSON BLVD, SUITE 120
BRICK, NJ 08723

Notary Public

[Handwritten Signature]



732-262-7449

732-262-7795

Phone



State of New Jersey

DELL MURPHY  
Governor

SHELLA OLIVER  
Lt. Governor

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08625-0264  
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH RAHER NUOVO  
State Treasurer

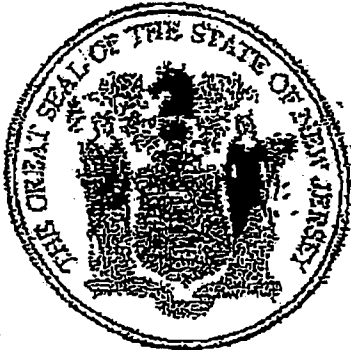
APPROVED

under the  
Small Business Set-Aside Act

This certificate acknowledges JAK CONSTRUCTION CORPORATION DBA: Diamond Construction DBA: Diamond Construction as a Category 5 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This certification will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control, or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply provisionally.



*Peter Lowicki*

Peter Lowicki  
Deputy Director

Issued: 4/18/2022  
Certification Number: A0287-87

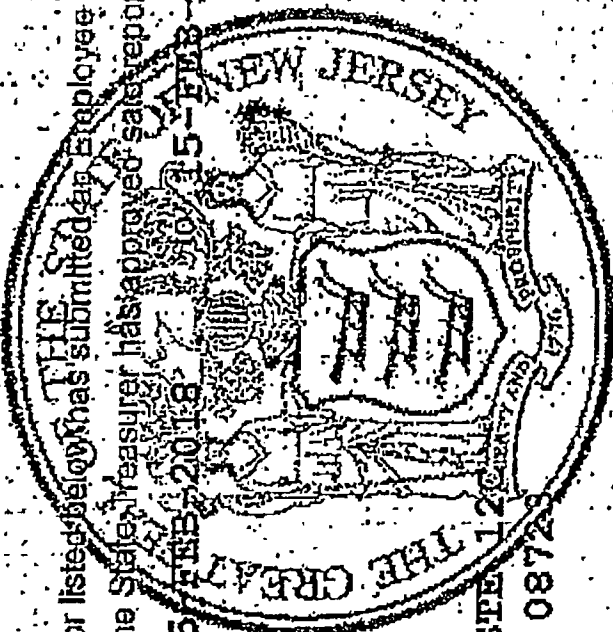
Expiration: 4/18/2025  
The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15 FEB 2018 TO 15 FEB 2025



DIAMOND CONSTRUCTION  
35 BEAVERSON BLVD.  
BRICK NJ 08723



FORD M. SCUDDER  
State Treasurer





State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 400  
Trenton, New Jersey 08646-0400

PHILIP D. MURPHY  
Governor

DEANE GUTIERREZ-SACCETTI  
Commissioner

SHEILA Y. SILVER  
Lt. Governor

February 6, 2020

Mr. John Kovacs  
DBE Liaison Officer  
Diamond Construction  
35 Heaverson Blvd.  
Suite 12C  
Brick, NJ 08723

Dear Mr. Kovacs:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement and Sexual Harassment Policy. This review has deemed these documents to be acceptable and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning February 6, 2020, and will apply to all New Jersey Department of Transportation contracts for which your firm serves as a subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

Ivette D. Santibago-Gilley  
Director  
Division of Civil Rights and Affirmative Action

IS-G/smm  
cc file

**DIAMOND  
CONSTRUCTION**

*35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723*  
*Phone: (732) 262-7449 Fax: (732) 262-7795*  
*johndiamondconstruction@yahoo.com*

---

**10. WORK ON HAND**

**COUNTY OF MIDDLESEX  
75 BAYARD STREET  
NEW BRUNSWICK, NJ 08901  
PHONE: 732-745-3277**

**SOUTH ORANGE/MAPLEWOOD SCHOOL DISTRICT  
525 ACADEMY STREET  
MAPLEWOOD, NJ 07040  
PHONE: 973-378-9651 EXT. 8000 FAX:973-378-5205  
Email: tgiglio@somsd.k12.nj.us**

**CITY OF BELMAR  
601 MAIN STREET  
BELMAR, NJ 07719  
PHONE: 732-681-3700**

**NICKERSON CORPOPRATION  
515 UNION AVENUE  
UNION BEACH, NJ 07735  
PHONE: 732-264-0770**



# WORK ON HAND CONTINUED

---

**PISCATAWAY BOARD OF EDUCATION**

**1515 STELTON ROAD**

**PISCATAWAY, NJ 08854**

**Phone: 732-572-0282 Fax: 732-572-6965**

**BOROUGH OF UNION BEACH**

**650 POOLE AVENUE**

**UNION BEACH, NJ 07735**

**PHONE: 732-264-2277**

**MAHWAH TOWNSHIP PUBLIC SCHOOLS**

**60 RIDGE ROAD**

**MAHWAH, NJ 07430**

**PHONE: 201-882-2402 FAX: 201-529-1287**

**FRANKLIN TOWNSHIP**

**475 DEMOTT LANE**

**SOMERSET, NJ 08873**

**PHONE: 732-873-2500**

DIAMOND  
CONSTRUCTION

*35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723*

*Phone: (732) 262-7449 Fax: (732) 262-7795*

*johndiamondconstruction@yahoo.com*

---

11. PROJECT REFERENCES

OWNER	COMPLETE	DESCRIPTION	AMOUNT
270 Drum Point Road	*	In-House Code	0.00
Yard - South River	*	In-House Code	0.00
JK Yard	*	In-House Code	0.00
Equipment	*	In-House Code	0.00
City of Reno	*	Pedestrian Ramp, 10th St ADA Improv	177,150.00
Overhead	*	In-House Code	0.00
(Diamond NVNJ Starts @ #201)	*	NEVADA JOBS	0.00
Statewide Trucking	*	Trucking - In-House	0.00
South Orange - Maplewood Schools	*	Catch Basin Repairs - 3 Locations	30,000.00
Motto Trucking LLC	*	Snow Plowing	7,200.00
Nickerson-Central Reginal HS	*	Replace concrete under bleachers	35,800.00
Willingboro Township	*	Concrete Repairs	89,918.00
Passaic-Myrtle Ave	*	Reconstruction Ada Ramp	48,173.00
Central Regional BOE	*	Concrete apron baseball field	24,000.00
South Orange- Tuscan Elem Sch	*	Concrete sidewalk	16,400.00
East Windsor Reg BOE- Hightstown HS	*	repairs to loading dock	10,200.00
Jackson Twp - various locations	*	repair and replace sidewalks	32,840.00
South Orange- Seth Boyden Elem	*	Stair railing replacement & Masonry concrete	44,000.00
Spotswood BOE-Appleby School	*	Rapair Asphalt, install speed bumps	65,900.00
South Orange-Underhill Sports Complex	*	Pedestrian improvements, sidewalk, apron, curb etc	38,400.00
Camden Co BOE - Tech School	*	Wood Floor removal installation of concrete	228,000.00
Mahwah Twp BOE-Ridge Rd	*	Front entrance driveway, driveway in front of school	254,000.00
Montgomery Twp BOE- Middle Sch	*	Pavement Rehabilitation(trench repair)	10,700.00
Camden -Sicklerville Campus	*	stamped concrete patio install outdoor classroom	38,000.00
OTC - Mt Holly	*	Concrete curb and ADA Replacement	33,450.00
Nickerson-Cumberland County Fairground	*	Concrete Bleacher Pad	15,000.00
Spotswood BOE-Memorial M. School	*	Sidewalk Replacement w/ 20' Curb at Exit # 3 PO# 22-1050	19,200.00
Spotswood BOE-Memorial M. School	*	Milling & Paving of Basket Ball Court PO# 22-1051	44,000.00
			1,085,181.00

OWNER	COMPLETE	DESCRIPTION	AMOUNT
Camden County Vo-Tech (Sicklerville)	*	Misc. Concrete Repairs around Campus (3 PO's - 1 Job)	48,800.00
Island Heights Board of Education	*	Asphalt Recreational Playground Upgrades ( 220403)	194,000.00
MAHWAH TWP BOE	*	Sidewalk Replacement Various Schools (Multiple PO's)	44,100.00
Lumberton BOE	*	Asphalt Repairs at Multiple Schools (Multiple PO's - 3)	94,000.00
HAMILTON TWP BOE	*	Milling & Paving at Various Schools ( Multiple PO's - 3)	363,000.00
Nickerson Construction/ Parsippany	*	Construction of Grandstand Bleacher Pad Concrete	70,000.00
WEST WINDSOR PLAINSB. BOE	*	Concrete S/walk Replacement around HS North Campus	186,000.00
South Orange Maplewood Bd of Ed	*	Sink hole & Masonry Repairs at 2 Lcns (Multiple PO's-2)	37,600.00
No Warren Regional BOE	*	Catch Basin Repair	14,000.00
CENTRAL REG. SCHOOL DISTR.	*	Asphalt Path Repair at Rear of High School 23A-0279	12,400.00
Middletown Twp. Board of Education	*	Asphalt & Concrete Upgrades Various Lcns. (Mult. PO's)	42,600.00
MAHWAH TWP BOE/ RAMAPO	*	CRACK FILL AT RAMAPO RIDGE ROAD SCHOOL	10,000.00
Village of Suffern, Suffern, NY	*	Belgium Block Curbing and Handicapped ramps	232,175.00
FLORENCE TOWNSHIP	*	Miscellaneous S/walk & Curb Repairs at Various Lcns.	104,000.00
Hamilton Twp Bd of Education	*	Concrete S/walk @ Nottingham & Sunnysbrae (3 Po's)	59,280.00
SPRING LAKE HEIGHTS	*	Concrete S/walk and Curb Repairs @ Spring Lake Elem.	50,400.00
Montgomery Twp Bd of Education	*	Asphalt patching in HS Parking Lot PO # 23-01647	79,400.00
NORTH ARLINGTON BOE	partial	Drainage Improvements @ Veterans Memorial MS	624,000.00
Bound Brook BOE	*	Concrete Stair/Landing/Handrail Replacement @Smalley	64,250.00
WEST WINDSOR PLAINSB. BOE	*	Sidewalk Replacement Various Schools (Multiple PO's)	1,680.00
Mahwah TWP BOE High School	*	Sinkhole Remediation at HS and Masonry at GW School	15,000.00
Jersey City School#41	*	Emergency Work - Paving at School 41 - Asphalt Patch	39,000.00
EMERSON BOE	*	Concrete S/walk Repair/Replacement @ Villano School	31,800.00
Township of Bloomfield	partial	2022 Combined Pedestrian Safety Improvements	243,665.65
LOGAN TOWNSHIP	partial	Township Line Road Pedestrian Sidewalk Improvements	167,782.10
Bayonne Housing Authority	*	Concr. Sidewalk and Curb replacement Bayview Manor	185,000.00
South Orange Maplewood Bd of Ed	*	Asphalt D/Way Apron Repair on Valley Ave side of HS	9,500.00
Township of Fairfield	partial	2021-2022 CDBG Grant Sidewalk Extensions	158,865.00
Township of Chesterfield	*	FY2021 - Community Development Block Grant Program	75,010.00
WEST WINDSOR PLAINSB. BOE	*	Concrete Slab @ HS North for Portable B/room Trailer	19,320.00
Montgomery Twp Bd of Education	*	High School Parking Lot Misc. Line Striping & Markings	14,000.00
MAHWAH BD OF EDUCATION	*	Misc. Pothole Repairs & Appurtenant Items (Multiple PO's-2)	15,800.00

PROJECT LIST - 2021

DIAMOND CONSTRUCTION

4/11/2024

Coltsneck BOE- Conover Elem	Asphalt repair	14,400.00
-----------------------------	----------------	-----------

West Windsor Plainsboro BOE	Various locations Inlets, catch basin and sidewalk	76,600.00
Lawrence Twp-Harney Corner	Sidewalk extension	119,675.48
Paramus Shade Tree- Borough	Sidewalk replacement	156,000.00
Egg Harbor Twp- BOE	Swift Campus traffic improvements -Phase 1	492,000.00
Hamilton Twp-BOE	Concrete sidewalks and repairs	40,266.00
Piscataway BOE	Grandview School	21,000.00

Jackson BoE - Memorial HS Catch	100%	Catch Basin Reconstruction		9,000.00
Paramus Shade Tree - Extension	100%	Sidewalk Replacement Extension of 076-2017		290,000.00
Piscataway - Eisenhower School	100%	Catch Basin Reconstruction		11,800.00
Saddle Brook BoE - Smith School	100%	Smith School Bleacher pads		12,200.00
West Windsor-Plainsboro-HS North	100%	HS North Catch Basin		11,500.00
Emerson BoE - Softball Pads	100%	Dugout Pads		16,200.00
Colts Neck Transportation Dept	100%	Back Bldg ADA Stalls		16,200.00
Colts Neck BoE-CPS	100%	Admin Bldg/Conover Asphalt		264,000.00
Salem County VoTech	100%	Repair at Career/Tech School		18,400.00
Jackson BoE - Liberty ADA	100%	ADA Pathways		12,400.00
Spotswood BoE	100%	HS Asphalt Repair		18,400.00
East Brunswick Complex				
Scotch Plains BoE - Various	100%	Asphalt Repairs		170,000.00
Nickerson - New Rochelle	100%	Bleacher Slab		48,000.00
Nickerson - WoodRidge	100%	Bleacher Slab		80,860.00
Lumberton SD	100%	Asphalt Repairs		47,340.00
Clearview Regional HS	100%	Transp Facility Sidewalk Replacement		20,500.00
North Warren Reg BoE	100%	Sidewalks/Curbs Repair		179,000.00
Nickerson - Lakewood HS	100%	Concrete Pad Homestand		83,400.00
Nickerson - Tenafly HS	100%	Bleacher Slab/AddOn Asphalt Path		103,840.00
Ventnor City - ADA Ramps	10%	Various Locations		271,338.00
Nickerson - Valley Stream	100%	Jr HS and South HS sitework		44,000.00
Little Egg Harbor SD	100%	Mitchell ES Sidewalk & Curb		24,430.00
Winslow Twp BoE	100%	HS Curb Replacement		21,000.00
Mansfield Twp BoE	100%	ES Basketball court repairs and sidewalk install		13,200.00
City of Trenton - Dept W & S	20%	Roadway Restoration Annual Contract thru May 21, 2021		488,475.00
Nickerson - Manasquan	100%	Non Bleacher work		42,500.00
Mahwah HS	100%	SW/curb connectors-M&P-Pathway		213,520.00
Somerville Borough	100%	CDBG Curb Ramps - Davenport St		83,932.22
Cinnaminson BoE	100%	Elenore Rush/New Albany Schools M&P, sitework		353,602.00
Preferred Mechanical	100%	West Windsor/Plainsboro HS North trench		15,000.00

## PROJECT LIST - 2020

## DIAMOND CONSTRUCTION

09/24/2020

Riverside Twp	100%	2019 Inlet Repairs	95,150.00
Saddle Brook BoE - Washington School	100%	Conc Apron and Bollard Removal	26,400.00
Hamilton Twp BoE	100%	Steinart HS M&P	143,200.00
Piscataway BoE	100%	Quibbletown	38,400.00
Jackson BoE	100%	Sylvia Rosenauter Concrete Platform	12,000.00
West Windsor-Plainsboro BoE	100%	Millstone River & Dutch Neck school work	32,900.00
Piscataway Twp		2020 Sidewalk Program	141,570.81
Stockton Township		Hilltop & Moore Road Improvements	440,193.25
City of Margate		2019/2020 Curb/Gutter Program	56,731.01
Cinnaminson Township		2020 ADA Curb Ramp Program	142,363.13
M&M/Spring Lake Heights		Solar Enclosure	126,400.00
Jackson Twp BoE	100%	Emergency Repair - Goetz School	48,854.05
Township of Delran		Handicappd Ramps - Various	62,274.80
Lakewood Twsp BoE		Milling & Paving @Clifton & 521 Princeton Ave. Schools	174,000.00
West Long Branch		Sidewalk Reconstruction at Wall Siret	372,000.00
Nickerson Wood- Ridge		Concrete Slabs (4) for baseball and Softball field	204,840.00



# DIAMOND CONSTRUCTION

*35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723*  
*Phone: (732) 262-7449 Fax: (732) 262-7795*  
*johndiamondconstruction@yahoo.com*

---

## 12. ENGINEER REFERENCES

OWEN LITTLE & ASSOCIATES  
443 ATLANTIC CITY BLVD.  
BEACHWOOD, NJ 08722  
(732) 244-1090

NICKERSON CORPORATION  
11 MOFFITT BLVD.  
BAY SHORE, NY 11705  
(516) 729-0936

BOSWELL ENGINEERING  
330 PHILLIPS AVENUE  
SOUTH HACKENSACK, NJ 07606  
(201) 373-8908

T & M ASSOCIATES  
1144 HOOPER AVENUE  
TOMS RIVER, NJ 08753  
(732) 473-3400

VAN CLEEF ENGINEERING  
1128 ROUTE 31  
LEBANON, NJ 08833  
(908) 735-9500

REMINGTON & VERNICK ENGINEERS  
THE PRESIDENTIAL CENTER, LINCOLN BUILDING  
101 ROUTE 130  
CINNAMINSON, NJ 08077

# DIAMOND CONSTRUCTION

35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723  
Phone: (732) 262-7449 Fax: (732) 262-7795  
[johndiamondconstruction@yahoo.com](mailto:johndiamondconstruction@yahoo.com)

---

## 13. TRADE / BANK REFERENCES

FOLEY, INC. (CATERPILLAR DISTRIBUTOR)  
P/ 732-855-5555 ACCOUNT #: C1000021- 0400496  
PO BOX 787132, PHILADELPHIA, PA 19178-7132  
855 CENTENNIAL AVENUE, PISCATAWAY, NJ 08855

SRM CONCRETE  
P/ 201-693-9702 F/ 201-703-6948 ACCOUNT#: 1400584  
PO BOX 417730, BOSTON, MA 02241

CLAYTON CONCRETE  
P/ 732-751-7666 F/ 732-751-7630 ACCOUNT#: 2312  
1355 CAMPUS PARKWAY, WALL NJ 07719

COUNTY CONCRETE  
P/ 973-584-7122 F/973-584-4370 ACCOUNT#: DIAM 0503  
PO BOX F 50 RAILROAD AVE, KENVIL, NJ 07847

STAVOLA ASPHALT  
P/ 732-542-2328 X202 F/732-242-2615 ACCOUNT#: 95640  
175 DRIFT ROAD, TINTON FALLS, NJ 07724

SRM CONCRETE  
P/ 615-355-1028 ACCOUNT#: 402086  
1000 HOLLINGSHEAD CIRCLE, MURFREESBORO TN 37129

## BANK REFERENCES:

OCEAN FIRST BANK  
P/732-240-4500 X5600 F/732-714-1729 ACCOUNT#: 503006022629  
FEDERAL ID#: 22-3060442 RT 88 POINT PLEASANT, NJ 08742

<b>Diamond Construction Vehicle List</b>		
<b>6/30/2024</b>		
<b>VEHICLE</b>	<b>PLATE</b>	<b>VIN #</b>
2000 PETERBUILT DUMP TRUCK - Red	XFTD42	1NPALU9XXYN493213
2006 PETERBUILT DUMP TRUCK - White	XT870G	1NP5XBTX36D888341
2009 PETERBILT 367 - Quad #5	XDUF52	1NPTL4EX99D792312
2014 CAT CT660 - Purple #6 - TEJ00102	XFPX14	3HTJKTKT5EN780134
2015 PETERBILT 367 - New Red	XCJD12	1NPTXPEX3FD268820
2015 CAT CT660L - Brown #7 - TEJ00149	XHXT69	3HTJKTKT2FN649213
2008 GMC TOP KICK C4500	XT482V	1GDE4C1908F400184
2013 FORD F350 DRW MASON DUMP	XBDE60	1FDRF3H6XDEB25950
2015 FORD F550 DRW MASON DUMP	XJDC94	1FD0X5HYXFEA84208
2023 CHEV SILVERADO F350 MASON DUMP	XKNS84	1GB4YSE71PF227141
2023 FORD F350 PICKUP	XNTL65	1FT8W3BA9PEC73251
2011 FORD VAN	XX436V	1FTSE3ELXBDB18700
2013 FORD E250 CARGO VAN	XAUF78	1FTNS2EW2DDA42998
2014 FORD E250 CARGO VAN	XDTY26	1FTNE2EW9EDA19517
2016 GMC SAVANA 2500 VAN	XDBY88	1GTW7BFFXG1313817
1995 CAT 426-B X4 BACKHOE	87EW	6KL01742
2001 CAT 430-D BACKHOE	87EW 2	BML00455
2010 CAT 450-E BACKHOE LOADER	87EW 3	EBL00438
2014 CAT 450-F BACKHOE LOADER	87EW 4	HJR00262
2014 CAT 450-F BACKHOE LOADER - NEW	87EW 5	HJR00332
2009 CAT CB34 VIB COMPACTOR ROLLER		34500382
2013 WEILER P385 ASPHALT PAVER		P385-1162
2017 CAT CB14B XW EXTRA WIDE ROLLER		047301453
1998 STEPHAN GREEN FORM TRAILER	TAS99W	SG042298TCMPRS200
2006 STEPHAN GREEN TRAILER	TDK11C	1S920A22961489005
2008 CAM TRAILER	TGK62W	5JPBU23248P021237
2012 BTX TRAILER	TSZ60D	16VEX1627C2318906
2013 STEPHAN GREEN TRAILER	TMA87J	1S9A25220D1489601
2016 BIG TEX TRAILER	TTP66R	16VEX1625G2079264
INGERSOLL RAND COMPRESSOR		356247 I/R
2012 SULLAIR COMPRESSOR 185CFM - #1		201210220008
2012 SULLAIR COMPRESSOR 185CFM - #2		201210260027
2015 ATLAS COMPRESSOR 185CFM		HOP045964
2016 FORD F250 PICKUP-fuel truck (white)	XMCR15	1FTBF2B69GEA55337
2016 CHEVROLET TAHOE - NJ tan	D11MMY	1GNSKCKCXGR295794
2017 FORD F150 PICKUP (black)	XFGB64	1FTFX1EF9HFB97137



**BUSINESS ENTITY ANNUAL STATEMENT**  
**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION**  
 Phone: (609) 292-8700  
**THIS FORM MUST BE ELECTRONICALLY FILED AT:**  
[www.elec.nj.gov](http://www.elec.nj.gov)

**FORM BE**

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

**Part 1: General Information**

**APR 30 2024**

Date of Statement APR 30 2024 Activity for Calendar Year 2023  Check if Amendment  
format: MM/DD/YYYY

**Part 2: Business Entity Information**

Business Name DIAMOND CONSTRUCTION  
 Business Type \_\_\_\_\_  
 Address 1 DIAMOND CONSTRUCTION  
35 BEAVERSON BLVD, SUITE 12C  
BRICK, NJ 08723  
 Address 2 \_\_\_\_\_  
 City \_\_\_\_\_ State New Jersey Zip \_\_\_\_\_  
 \*(Area Code) Telephone Number 732-262-7449

**ACKNOWLEDGEMENT**

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

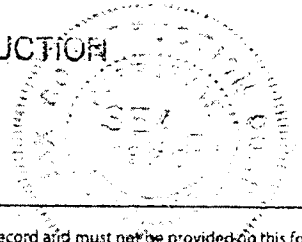
First Name John Kovacs Last Name John Kovacs  
 Title/Position President Date APR 30 2024  
 \*(Area Code) Telephone Number 732-262-7449  
 Check this box to certify the above acknowledgement.

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

Check this box if the business entity has not made any reportable contributions during the calendar year.

  
**John A. Kovacs, President**

DIAMOND CONSTRUCTION



\*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.

**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**DIAMOND CONSTRUCTION**

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**DIAMOND CONSTRUCTION**  
City, state, and ZIP code **BEAVERSON BLVD, SUITE 12C**  
**BRICK, NJ 08723**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number  
**22-3060442**

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ 

Date ▶ **JAN 25 2024**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

DIAMOND  
CONSTRUCTION

*35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723*  
*Phone: (732) 262-7449 Fax: (732) 262-7795*  
*johndiamondconstruction@yahoo.com*

---

17. FINANCIAL STATEMENTS AVAILABLE UPON AWARD REVIEW

An official website of the United States government  
Here's how you know



You have 2 new alerts  
Show / Hide Alerts



< Entity Workspace



Show Workspace For  
Non-Federal Entities

Non-Federal Entities

BioPreferred Reporting

Service Contract Reporting

Filter By

Search by Keyword

Search By Entity

Search By Status

Work in Progress Registration

Submitted Registration

Active Registration

Inactive Registration

ID Assigned

Pending ID Assignment

Expiration Date

Search by FSO Number

Address Update

Reset

< 1 of 1 >

Results per page

25

Sort by

Expiration Date Ascending

**JAK CONSTRUCTION CORPORATION** @ Active Registration

Unique Entity ID:  
K4AUBZBQN5W9

CAGE/NCAGE:  
8JV15

Doing Business As:  
(blank)

Physical Address:  
35 BEAVERSON BLVD, SUITE 12C  
BRICK, NJ 08723-7812 USA

Purpose of Registration:  
All Awards

Expiration Date:  
Oct 17, 2023



Feedback



---

+ [Our Website](#)

---

+ [Our Partners](#)

---

+ [Policies](#)

---

+ [Customer Service](#)

---



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Certificate Number  
651268

Registration Date: 03/08/2024  
Expiration Date: 03/07/2026



## 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:

Statewide Construction Personnel Incorporated  
**2024**

Responsible Representative(s):  
John Kovacs, President

Handwritten signature of Robert Asaro-Angelo in cursive.

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.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** STATEWIDE CONSTRUCTION PERSONNEL CORPORATION  
**Trade Name:**  
**Address:** 130 MAPLE AVE STE WB-2  
RED BANK, NJ 07701  
**Certificate Number:** 1222502  
**Date of Issuance:** May 08, 2006

**For Office Use Only:**  
20060508140816288

**SIDEWALK REPAIR PROGRAM - 2024****BID DOCUMENT SUBMISSION CHECKLIST****TOWNSHIP OF WEST WINDSOR**

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

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

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

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

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

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

West Windsor Requires At Award		Bidder: Initial each Item Submitted w/ Bid
X	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	JA
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	JA
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	JA
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	JA

**SIDEWALK REPAIR PROGRAM - 2024**

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

Name of Bidder: Manny Concrete

By Authorized Representative: James Abreu

Signature: [Signature]

Print Name and Title: James Abreu Owner

Date Signed: 9/19/24

**SIDEWALK REPAIR PROGRAM - 2024****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 - 2024**

This Bid will not be accepted after **2:30 pm** prevailing time on **September 19, 2024** at which time all Bids will be publicly opened and read.

*Manny Concrete*

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 - 2024**

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."

SIDEWALK REPAIR PROGRAM - 2024

**BID ITEMS**

**WEST WINDSOR TOWNSHIP**

**2023 SIDEWALK REPAIR PROGRAM**

**BASE BID**

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 4,120 SF @ \$ <u>12</u> PER SF	\$ <u>49,440.00</u>
(Write out price)			
TOTAL BASE BID (ITEM #1)			\$ <u>49,440.00</u>



**SIDEWALK REPAIR PROGRAM - 2024**

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: \_\_\_\_\_

(Affix Corporation Seal Here)

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

Name of Company Mangy Concrete

Signature of Bidder James Abreu Owner  
(Name) (Title)

Names and Addresses of Members of Company

James Abreu 2 Beach Haven Way, Westwood NJ, 0758

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

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA**

**SIDEWALK REPAIR PROGRAM - 2024**

**TO BID DOCUMENTS FORM**

**TOWNSHIP OF WEST WINDSOR  
SIDEWALK REPAIR PROGRAM - 2024**

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 Bidder**

Name of Bidder: Manny Concrete

By Authorized Representative: James Abreu

Signature: 

Print Name and Title: James Abreu Owner

Date: 9/19/24

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Manny Concrete, LLC  
2 Beach Haven Way  
Waretown, New Jersey 08758

**SURETY:**

*(Name, legal status and principal place of business)*  
Old Republic Surety Company  
PO Box 1635  
Milwaukee, WI 53201

**OWNER:**

*(Name, legal status and address)*  
West Windsor Township  
271 Clarksville Road  
Princeton Junction, New Jersey

**BOND AMOUNT:** Ten Percent (10%) of the Total Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
Sidewalk Repair Program 2024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

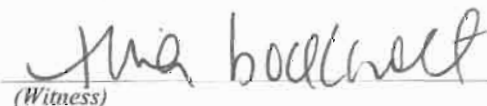
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of September 2024

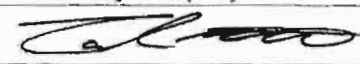
  
(Witness)

Manny Concrete, LLC  
(Principal)

(Seal)

  
(Witness)

(Title)  
Old Republic Surety Company  
(Surety)

(Title)  Attorney-in-Fact



**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

06110

See Alt.

**SIDEWALK REPAIR PROGRAM - 2024**

**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 - 2024**

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

**SIDEWALK REPAIR PROGRAM - 2024**

N.A.

**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 - 2024

N.A.

LIST OF SUBCONTRACTORS

TITLE OF BID: Sidewalk Repair Program NAME OF BIDDER: Manny Concrete

Table with 5 columns: Name, Address, Telephone, Specialized Sub-Prime Area, Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area. The table is currently empty.

Plumbing and Gas Fitting and All Kindred Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

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

Electrical Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

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

Structural Steel and Ornamental Iron Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

SIDEWALK REPAIR PROGRAM - 2024

**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, James Abreu of the Municipality of Waretown in the County of Ocean 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 James Abreu, 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.

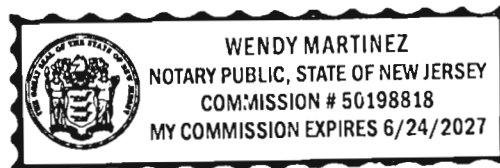
The undersigned understands that the firm making the Bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor violates any statute or regulations as enumerated in N.J.A.C.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

Manny Concrete  
Name of Contractor (Type or Print)  
[Signature]  
Signature/Title

Subscribed and Sworn before me this  
19 Day of Sept, 2024

James Abreu  
(Type or Print Name of Affiant)

[Signature]  
Notary Public  
My Commission Expires 6/24/27



SIDEWALK REPAIR PROGRAM - 2024

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 2/14/23
Name and address of Officers: James Abrica 2 Beach Haven Way, West Windsor, NJ, 08758
President:
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? 2 years
2. How many years' experience in this type of construction work has your organization had? 6 years
3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)

Table with 3 columns: Contract Amount, Date Work Completed, For Whom. Rows A-E with handwritten entries for contract amounts and dates.

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

Table with 2 columns: Name and Address, Telephone No. Handwritten entries for James Parvesse and Dan Dobromilsky.

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



# MANNY CONCRETE LLC

Phone: 732-489-6698

Email: MannysConcreteNJ@gmail.com

2 Beach Haven Way

Waretown, NJ, 08758

## LIST OF EQUIPMENT

- CAT 430E IT BACKHOE
- MACK DUMP TRUCK
- F350 FORD PICKUP
- 20 TON TRAILER
- MISC. TOOLS/FORMS TO COMPLETE DRAINAGE, CURB, AND SIDEWALK INSTALLATION

**SIDEWALK REPAIR PROGRAM - 2024**

If so, where and why? \_\_\_\_\_  
\_\_\_\_\_

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? No

If so, where and why? \_\_\_\_\_  
\_\_\_\_\_

Did this other contracting organization ever fail to complete any work awarded to it (within the last ten years)? No

If so, where and why? \_\_\_\_\_  
\_\_\_\_\_

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

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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.

\$200,000  
\_\_\_\_\_  
\_\_\_\_\_

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

See Att.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **Zachary Mefferd, Zachary Matter, Havilah Watson, Jimmy L. Brown, Shannon L. Cox, Tina Bockholt, Kamri Wolfe** of West Des Moines, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25th day of July, 2024.

Karen J. Hoffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 25th day of July, 2024, personally came before me, Alan Pavlic and Karen J Hoffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-0605

Signed and sealed at the City of Brookfield, WI this 19th day of September, 2024

Karen J. Hoffner  
Assistant Secretary

ORSC 22262 (3-06)

Zip Bonds, LLC.

See All

**SIDEWALK REPAIR PROGRAM - 2024**

**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**

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 - 2024

NON-COLLUSION AFFIDAVIT

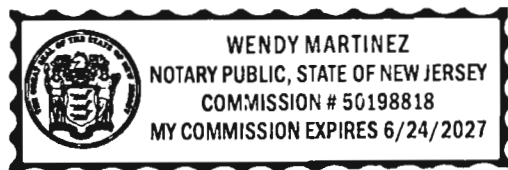
STATE OF NJ :  
COUNTY OF Ocean : SS:

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

I am Owner  
of the firm of Manny Concrete  
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 James Abreu 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:

Manny Concrete  
(Name of Bidder)  
James Abreu  
(Also type or print name of affiant under signature)



Subscribed and sworn to before me this  
19 day of Sept, 2024.

Notary Public of Wendy Martinez  
My commission expires 6/24, 2027.

SIDEWALK REPAIR PROGRAM - 2024

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: Manny Concrete

Organization Address: 2 Beach Haven Way, Warctown, NJ, 08758

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

- Checkboxes for Sole Proprietorship, Non-Profit Corporation, For-Profit Corporation, Limited Liability Company (LLC), Partnership, Limited Partnership, Limited Liability Partnership (LLP), and Other (be specific).

Part II

Checked box: 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

Unchecked box: 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 - 2024**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
James Abreu	2 Beach Haven Way, Waretown, NJ, 08758

**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 - 2024**

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):	James Abracu	Title:	Owner
Signature:	<i>James Abracu</i>	Date:	9/19/24



**SIDEWALK REPAIR PROGRAM - 2024****(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

**SIDEWALK REPAIR PROGRAM - 2024****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;

**SIDEWALK REPAIR PROGRAM - 2024****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 - 2024

**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.

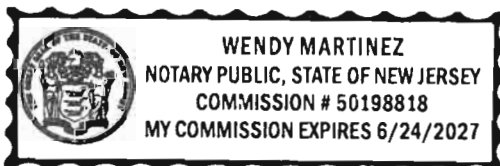
After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the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

Signed, sealed and delivered  
in the presence of  
*[Signature]*  
(Notarized)



**SIDEWALK REPAIR PROGRAM - 2024**

**AGREEMENT**

This Contract made the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ (hereinafter called "the Contractor").

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

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

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of \_\_\_\_\_, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **WEST WINDSOR TOWNSHIP SIDEWALK REPAIR PROGRAM - 2024**. Performance by the Contractor is to be completed not later than **150** 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 - 2024**

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.

**Section 4. Final Inspection and Payment.**

**SIDEWALK REPAIR PROGRAM - 2024**

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

**SIDEWALK REPAIR PROGRAM - 2024**

- 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.
- (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,



**SIDEWALK REPAIR PROGRAM - 2024**

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.
  - (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

**SIDEWALK REPAIR PROGRAM - 2024**

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 & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**SIDEWALK REPAIR PROGRAM - 2024****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 - 2024**

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:  
 Gay Huber  
 Township Clerk

\_\_\_\_\_ By:  
 Hemant Marathe  
 Mayor

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

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

**SIDEWALK REPAIR PROGRAM - 2024**

**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 19 day of September, 2024

as a binding act in deed of Manny Concrete  
Name of Organization

Jameson Owner  
Authorized Signature & Title

James Abrey Owner  
Print Authorized Signature Name & Title

**SIDEWALK REPAIR PROGRAM - 2024****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 - 2024****GENERAL CONDITIONS****INDEX**

(Continued)

- 4.10 NIGHT AND SUNDAY WORK
- 4.11 WAGE RATES
- 4.12 EMPLOY SUFFICIENT LABOR AND EQUIPMENT
- 4.13 ACCESS TO WORK
- 4.14 EXAMINATION OF THE WORK
- 4.15 UNACCEPTABLE WORK
- 4.16 MISTAKES OF CONTRACTOR
- 4.17 FACILITIES AND UTILITIES
- 4.18 PRICES FOR WORK
- 4.19 SUSPENSION OF WORK
- 4.20 DELAYS AND EXTENSION OF TIME
- 4.21 EMERGENCY SERVICES TO CORRECT HAZARDOUS CONDITIONS
- 4.22 PRIVATE AND PUBLIC PROPERTY
- 4.23 TIME FOR COMPLETION AND LIQUIDATED DAMAGES
- 5. RESPONSIBILITIES AND OBLIGATIONS OF THE OWNER
  - 5.1 LAND OF OWNER, USE OF, BY CONTRACTOR
  - 5.2 OWNER'S RIGHT TO TAKE OVER THE WORK
  - 5.3 RIGHT OF OCCUPANCY
  - 5.4 PERMITS

**SIDEWALK REPAIR PROGRAM - 2024**

This PREVAILING WAGE AFFIDAVIT is signed this 19 day of September, 2024

as a binding act in deed of

Manny Concrete  
Name of Organization

Jewelba Owner  
Authorized Signature & Title

James Abreu Owner  
Print Authorized Signature Name & Title



SIDEWALK REPAIR PROGRAM - 2024

**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 - 2024**

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 - 2024**

**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 - 2024**

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 - 2024

**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 - 2024**

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 - 2024

CONTRACTOR'S AFFIDAVIT

STATE OF: New Jersey

COUNTY OF: Ocean

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

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

Of Manny Concrete  
(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

West Windsor Sidewalk  
(Project)

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

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: NJ

COUNTY OF: Ocean SS:

On this Sept 19 day of September 20 24, before me personally came,

and appeared James Abreu to me known, who,

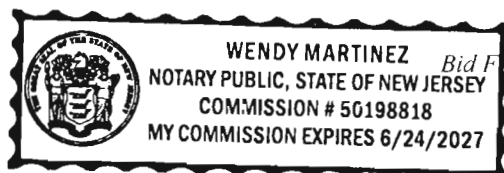
being by me duly sworn, did depose and say that he resides at 2 Beach Haven Way,

Westtown, NJ, 08758 and

that he is the Owner of Manny Concrete;

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.

Wendy Martinez (SEAL)



**SIDEWALK REPAIR PROGRAM - 2024**

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 - 2024

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

James Abreu  
Of Manny Concrete <sup>(Full Name)</sup> & Beach Haven Way, Warfarn, NJ, 08758  
(Company and Street Address)

Ocean County and State of New Jersey

does hereby acknowledge that he has received this 19 day of September

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

Manny Concrete  
(Contractor)

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

between the said Manny Concrete  
(Contractor)

And Owner, the Township of West Windsor dated 19 September, 2024.  
(Owner)

NOW THEREFORE, the said Manny Concrete  
(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 19th September, 2024, 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 - 2024

IN WITNESS WHEREOF, Manny Concrete  
(Contractor)

has caused these presents to be duly executed on this 19 day of September, 2024.

Signed, Sealed and Delivered in the presence of:

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

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

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

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

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


(CORPORATE SEAL)

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Apr-2023 to 15-May-2030

**MANNY CONCRETE LLC**  
**2 BEACH HAVEN WAY**  
**WARETOWN NJ 08758**



  
ELIZABETH MAHER MUOIO  
State Treasurer

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

**CERTIFICATE OF FORMATION**

**MANNY CONCRETE LLC**  
**0450919846**

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 02/01/2023 and was assigned identification number 0450919846. Following are the articles that constitute its original certificate.

1. **Name:**  
MANNY CONCRETE LLC
2. **Registered Agent:**  
NORTHWEST REGISTERED AGENT LLC
3. **Registered Office:**  
FIVE GREENTREE CENTRE  
525 ROUTE 73 NORTH STE 104  
MARLTON, NEW JERSEY 08053
4. **Business Purpose:**  
ANY BUSINESS PURPOSE
5. **Duration:**  
PERPETUAL
6. **Effective Date of this Filing is:**  
02/01/2023
7. **Main Business Address:**  
FIVE GREENTREE CENTRE  
525 ROUTE 73 NORTH STE 104  
MARLTON, NEW JERSEY 08053

**Signatures:**

NAT SMITH  
AUTHORIZED REPRESENTATIVE

*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
1st day of February, 2023*



Certificate Number 4196971317

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCertiJSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCertiJSP/Verify_Cert.jsp)

A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio  
State Treasurer



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	MANNY CONCRETE LLC
<b>Trade Name:</b>	
<b>Address:</b>	FIVE GREENTREE CENTRE 525 ROUTE 73 MARLTON, NJ 08053
<b>Certificate Number:</b>	2824123
<b>Effective Date:</b>	February 14, 2023
<b>Date of Issuance:</b>	May 05, 2023

**For Office Use Only:**  
20230505115536171

**SIDEWALK REPAIR PROGRAM - 2024**

**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 _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn

Before me this \_\_\_\_\_ day

Of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

Signature

Notary Public of \_\_\_\_\_

\_\_\_\_\_

Name and Title  
(type or print)

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_\_.

**\*\* 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.**

See AH

SIDEWALK REPAIR PROGRAM - 2024

**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	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____

Subscribed and sworn

Before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature

Notary Public of \_\_\_\_\_  
Name and Title  
(type or print)

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_\_

**SIDEWALK REPAIR PROGRAM - 2024**

**Disclosure of Investment Activities in Iran**

<b>Person or Entity</b>	
<b>Part 1: Certification</b>	
<p style="text-align: center;"><b>COMPLETE PART 1 BY CHECKING <u>EITHER BOX.</u></b></p> <p>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:</p> <p><a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a>. (Iran List)</p> <p>The Chapter 25 list must be reviewed prior to completing the below certification.</p> <p>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.</p> <p>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.</p>	
<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>
<b>IF UNABLE TO CERTIFY</b>	
<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. <u>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.</u></i></p>



**SIDEWALK REPAIR PROGRAM - 2024**

**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)	James Abaci	Title	Owner
Signature	James Abaci		Date 9/19/24

**SIDEWALK REPAIR PROGRAM - 2024**

**SIDEWALK REPAIR PROGRAM - 2024**

**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.

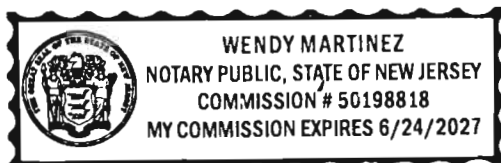
The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants and employees, 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 Mandy Conde  
Successful Bidder / Contractor

Signed, sealed and delivered  
in the presence of  
Wendy Martinez  
(Notarized)



**SIDEWALK REPAIR PROGRAM - 2024**

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

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

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

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

SIDEWALK REPAIR PROGRAM - 2024

**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	Manny Concrete
Address of Individual or Organization	2 Beach Haven Way, Westford, NJ, 08758
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	James Abreu	Title:	Owner
Signature:	<i>James Abreu</i>	Date:	9/19/24

SIDEWALK REPAIR PROGRAM - 2024

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
<b>Section A (Check the Box that applies)</b>	
<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.
<b>Name of Individual or Organization</b>	James Abreu
<b>Home Address (for Individual) or Business Address</b>	2 Beach Haven Way, Warrenton, OR, 97146
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.
<b>Section B (Skip if no Business entity is listed in Section A above)</b>	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Home Address (for Individual) or Business Address</b>	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

**SIDEWALK REPAIR PROGRAM - 2024**

<b>Section C – Part III Certification</b>			
<p>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 <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of &lt;name of organization&gt;. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that <b>West Windsor Township</b> 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.</p>			
Full Name (Print):	<i>James Abreu</i>	Title:	<i>Owner</i>
Signature:	<i>[Signature]</i>	Date:	<i>07/19/24</i>

<b>Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities</b>									
<b>Section A</b>									
<input type="checkbox"/>	<p>Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">Name of Business Entity</th> <th style="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> <p><b>**Add additional sheets if necessary**</b></p>	Name of Business Entity	Business Address						
Name of Business Entity	Business Address								
<b>OR</b>									
<input type="checkbox"/>	<p>The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.</p>								
<b>Section B (skip if no business entities are listed in Section A of Part IV)</b>									

**SIDEWALK REPAIR PROGRAM - 2024**

<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).		
<b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>		<b>Business Address</b>	
**Add additional Sheets if necessary**			
<b>OR</b>			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
<b>Section C – Part IV Certification</b>			
<p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):	<i>James Abreu</i>	Title:	<i>Owner</i>
Signature:	<i>[Signature]</i>	Date:	<i>9/19/24</i>



Certificate Number  
737714

Registration Date: 05/23/2024  
Expiration Date: 05/22/2025



# State of New Jersey

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

### Public Works Contractor Registration Act

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

**Responsible Representative(s):**

James Abreu, Owner

A handwritten signature in black ink that reads "R. Angelo".

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

Manny's Concrete  
2024

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

NON TRANSFERABLE

**SIDEWALK REPAIR PROGRAM - 2024**TOWNSHIP OF WEST WINDSOR  
MERCER COUNTY, NEW JERSEY

Notice is hereby given that sealed proposals addressed to the Business Administrator will be received on or before **Thursday, September 19, 2024 at 2:30 PM**, prevailing time, at which time they will be opened and read at the West Windsor Township Municipal Building, Room A, within the Municipal Office Complex at 271 Clarksville Road, Princeton Junction, New Jersey for the work described below. Bid packages submitted prior to the day of the bid opening shall be submitted to the Administration Department in the Municipal Complex. The Township encourages prospective bidders to submit their sealed proposals prior to September 13, 2024 via certified mail or overnight delivery along with requiring a signature. West Windsor is not responsible for bids which are sent for delivery and not received by a Township employee. At conclusion of the public bid opening and after review from Municipal personnel, the bid results along with the pertinent documents of the apparent three low bid submissions will be scanned and posted on the Municipal Website within 48 hours, [www.westwindsor.nj.org](http://www.westwindsor.nj.org).

Specifications, plans and bid documents will be available on or after **Thursday, August 22, 2024**, at 10:00 am, and may be examined from the Administration Department during the hours of, 10:00 A.M. to 4:00 P.M., Monday through Friday excluding holidays or obtained upon a non-refundable deposit of \$50.00 per set. The only acceptable methods of payment are cash or a physical check and/or money order. Check shall be made payable to West Windsor Township. Scanned checks are not acceptable. Mailed checks must include a request for documents with the name of the requested solicitation, as well as the Company Name, Mailing Address, Telephone & Facsimile Numbers as well as Contact Person's Name & Email Address. A FedEx number must be provided in order for West Windsor to ship the documents. Cash payments must be submitted in the exact amount. Bids must be submitted on the prescribed form, in a sealed envelope marked:

**Bid Proposal**  
**SIDEWALK REPAIR PROGRAM 2024**

The work under this contract includes the furnishing of all labor, material and equipment necessary or required to complete all work set forth in the contract documents.

The **Base Bid** for this project includes, but not limited to, approximately **4,120 SF Concrete Sidewalk Repair** located throughout the Township, due to street tree damage

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

The Township Council reserves the right to reject all proposals in whole or in part, or to waive minor informalities, as may be permitted by law.

Bidders are required to comply with the requirements of P.L. 1975, C. 127 and N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Marlena Schmid  
Business Administrator  
West Windsor Township

**SIDEWALK REPAIR PROGRAM - 2024**

**BID DOCUMENT SUBMISSION CHECKLIST**

TOWNSHIP OF WEST WINDSOR

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

**T. Fiotakis Construction LLC**

197 Central Ave

Edison, NJ 08817

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

Required with Submission of Bid By State Statute

Bidder: Initial each item Submitted with Bid

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

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

West Windsor Requires w. Submission of Bid

Bidder: Initial each Item Submitted w/ Bid

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

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

**SIDEWALK REPAIR PROGRAM - 2024**

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

Name of Bidder: T Fiதாகის Construction LLC

By Authorized Representative: Thomas Fiதாகის

Signature: 

Print Name and Title: Thomas Fiதாகის member

Date Signed: 9-19-24

**SIDEWALK REPAIR PROGRAM - 2024****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 - 2024**

This Bid will not be accepted after **2:30 pm** prevailing time on **September 19, 2024** 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 - 2024**

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."

SIDEWALK REPAIR PROGRAM - 2024

**BID ITEMS**

**WEST WINDSOR TOWNSHIP**

**2023 SIDEWALK REPAIR PROGRAM**

**BASE BID**

<u>ITEM #</u>	<u>SPEC. REFER.</u> <u>FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &amp;</u> <u>PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 4,120 SF @ \$ 21.75 PER SF <i>fourty one dollars seventy five cents</i>	\$ <u>89,610.00</u>
(Write out price)			
TOTAL BASE BID (ITEM #1)			\$ <u>89,610.00</u>
<i>eighty nine thousand six hundred ten dollars</i>			

**SIDEWALK REPAIR PROGRAM - 2024**

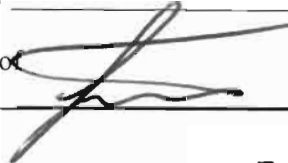
LLC  
If a Corporation,

**T. Fiotakis Construction LLC**

197 Central Ave  
Edison, NJ 08817

Name of Contractor

Signature of Bidder

 Thomas Fiotakis member  
Name Title

Business Address

**T. Fiotakis Construction LLC**

197 Central Ave  
Edison, NJ 08817

Incorporated under the Laws of the State of New Jersey

~~President~~ Thomas Fiotakis member  
~~member~~ (Name) (Title)  
~~Secretary~~ Niki Fiotakis member  
~~Secretary~~ (Name) (Title)

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

Dated: 9-19-24

(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

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

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA**



**SIDEWALK REPAIR PROGRAM - 2024**

**TO BID DOCUMENTS FORM**

**TOWNSHIP OF WEST WINDSOR  
SIDEWALK REPAIR PROGRAM - 2024**

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			
	NONE			

**Acknowledged by Bidder**

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

Name of Bidder: \_\_\_\_\_

By Authorized Representative: Themis Fiotakis

Signature: 

Print Name and Title: Themis Fiotakis member

Date: 9-19-24

**SIDEWALK REPAIR PROGRAM - 2024**

**BID BOND**

*See Attached*

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

\_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are

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

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

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

Signed this, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**SIDEWALK REPAIR PROGRAM - 2024**

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



# 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 2024

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 2024

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, Atty-in-fact

September 19, 2024

\_\_\_\_\_  
Date



KNOW ALL PARTIES 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 Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

*Lauren K. Powell*

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,  
County of Dane.

On this 24th day of August, 2023, 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 24th day of August, 2023.

*Andrew Rose*

My Commission Expires May 21, 2027



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

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

19th day of September, 2024.

*Andrew Rose*

Andrew Rose, 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.





I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 17th, 2024, the following officers were elected and remain in office:

CHRISTOPHER R. LISTAU..... PRESIDENT
LAUREN K. POWELL..... SECRETARY
TROY P. VAN BEEK.....TREASURER
ANDREW S. ROSE, THERESA E. BREUNIG-SILBERNAGEL.....VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2023.

ADMITTED ASSETS

LIABILITIES

Table with 2 columns: Asset Name, Amount. Includes Bonds at Amortized Values, Stocks at Market Value, First Mortgage Loans, Real Estate, Cash in Office and Banks, Short Term Investments, Agent's Balance, Accrued Interest, Other Assets, and TOTAL ADMITTED ASSETS.

Table with 2 columns: Liability Name, Amount. Includes Reserve for Losses, Reserve for Loss Adjustment Expenses, Reserve for Unearned Premiums, Reserve for Other Underwriting Expenses, Reserve for Taxes, Licenses, and Fees, Loss Drafts in Transit, Other Liabilities, Total Liabilities, Policyholders' Surplus, and TOTAL.

Securities as deposited by law, included above = \$5,705,300

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

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

Subscribed and sworn to before me on this 18 day of March 2024

IN WITNESS THEREOF I hereunto subscribe my name and affix the seal of said company this 18 day of March 2024

Signature of Aaron Bochniak, Commission Expires May 21, 2027

Signature of 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, 2023 (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	\$616,386,362

- 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, 2023 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitations</u>
NGM Insurance Company	\$57,978,000

- 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:

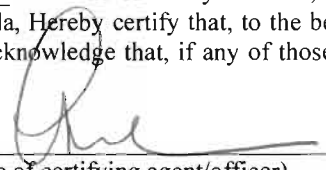
<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

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: September 19, 2024

Attorney in Fact

**SIDEWALK REPAIR PROGRAM - 2024****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 - 2024

LIST OF SUBCONTRACTORS

T. Fiotakis Construction LLC

197 Central Ave  
Edison, NJ 08817

TITLE OF BID: Sidewalk Repair

NAME OF BIDDER:

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

Plumbing and Gas Fitting and All Kindred Work:

Name NONE Phone #

Address

License Number

Electrical Work:

Name NONE Phone #

Address

License Number

Structural Steel and Ornamental Iron Work:

Name NONE Phone #

Address

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

Name NONE Phone #

Address

SIDEWALK REPAIR PROGRAM - 2024

**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 Fiatakis 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.

Fiatakis Construction LLC

Name of Contractor (Type or Print)

Member

Signature/Title

Themis Fiatakis

(Type or Print Name of Affiant)

Subscribed and Sworn before me this

19 Day of September, 2024

Eleftheria Moudrakis

Notary Public

My Commission Expires 11/16/27

ELEFThERIA C. MOUDRAKIS  
Notary Public, State of New Jersey  
Comm. # 50204575  
My Commission Expires 11/16/2027

SIDEWALK REPAIR PROGRAM - 2024

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

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

Date of Organization of Company:

1984

Name and address of Officers:

Thomas Fiotakis - 197 Central Ave Edison NJ 08817

President:

Niki Fiotakis

Vice President:

Secretary:

Treasurer:

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name?

40 years

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

44 years

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

See Attached

Table with 3 columns: Contract Amount, Date Work Completed, For Whom. Rows A through E.

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

Table with 2 columns: Name and Address, Telephone No. Row A contains handwritten 'See Attached'.

4. Have you ever failed to complete any work awarded to you (within the last ten years)?

NO

SIDEWALK REPAIR PROGRAM - 2024

If so, where and why? \_\_\_\_\_  
\_\_\_\_\_

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

If so, where and why? \_\_\_\_\_  
\_\_\_\_\_

Did this other contracting organization ever fail to complete any work awarded to it (within the last ten years)? NO

If so, where and why? \_\_\_\_\_  
\_\_\_\_\_

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

Name of Contract	Contracting Agency	Amount
Curb & Apron Project	Township of Howell	\$ 750,000.00
Tomhall Sidewalks	Township of Franklin	\$ 45,000.00
_____	_____	\$ _____
_____	_____	\$ _____

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 K  
\_\_\_\_\_  
\_\_\_\_\_

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 - 2024**

**CONSENT OF SURETY**

*See Bidder*

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 - 2024

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :

SS: 155 66 5039

COUNTY OF Morris :

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 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

Edison, NJ 08817

(Name of Bidder)

Thomas Fiotakis - member

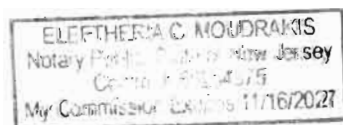
(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

19 day of September, 2024

Notary Public of Eleftheria Moudrakis

My commission expires 11/16, 2027



SIDEWALK REPAIR PROGRAM - 2024

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:

- Checkboxes for Sole Proprietorship, Non-Profit Corporation, For-Profit Corporation, Limited Liability Company (LLC), Partnership, Limited Partnership, Limited Liability Partnership (LLP), and 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 - 2024**

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

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

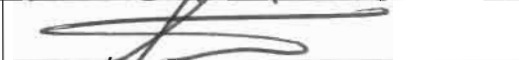


**SIDEWALK REPAIR PROGRAM - 2024**

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):	Thomas Fotakis	Title:	member
Signature:		Date:	9-19-24

**SIDEWALK REPAIR PROGRAM - 2024****(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

**SIDEWALK REPAIR PROGRAM - 2024****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;

**SIDEWALK REPAIR PROGRAM - 2024****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 - 2024**

**EXHIBIT B** (Cont.)

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

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

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

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

Signed by T. Fiotakis Construction LLC  
197 Central Ave  
Successful Bidder / Contractor  
Edison, NJ 08817



Signed, sealed and delivered  
in the presence of

Eleftheria C. Moudrakis  
(Notarized)

**ELEFThERIA C. MOUDRAKIS**  
Notary Public, State of New Jersey  
Comm. # 50204575  
My Commission Expires 11/16/2027

**SIDEWALK REPAIR PROGRAM - 2024**

**AGREEMENT**

This Contract made the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ (hereinafter called "the Contractor").

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

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

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of \_\_\_\_\_, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **WEST WINDSOR TOWNSHIP SIDEWALK REPAIR PROGRAM - 2024**. Performance by the Contractor is to be completed not later than **150 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 - 2024**

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.

**Section 4. Final Inspection and Payment.**

**SIDEWALK REPAIR PROGRAM - 2024**

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



**SIDEWALK REPAIR PROGRAM - 2024**

- 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.
- (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,

**SIDEWALK REPAIR PROGRAM - 2024**

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.
  - (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

**SIDEWALK REPAIR PROGRAM - 2024**

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 & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**SIDEWALK REPAIR PROGRAM - 2024****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 - 2024**

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:

\_\_\_\_\_

Gay Huber  
Township Clerk

Hemant Marathe  
Mayor

\_\_\_\_\_

By:

\_\_\_\_\_

Contractor

**SIDEWALK REPAIR PROGRAM - 2024**

**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 19 day of September, 2024  
 as a binding act in deed of T Fiotakis Construction LLC  
 Name of Organization  
[Signature] member  
 Authorized Signature & Title  
Thomas Fiotakis member  
 Print Authorized Signature Name & Title

**SIDEWALK REPAIR PROGRAM - 2024****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 - 2024**

This PREVAILING WAGE AFFIDAVIT is signed this 19 day of September, 2024

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

as a binding act in deed of

\_\_\_\_\_  
Name of Organization

[Signature] - member  
\_\_\_\_\_  
Authorized Signature & Title

Thomas Fiotakis - member  
\_\_\_\_\_  
Print Authorized Signature Name & Title



**SIDEWALK REPAIR PROGRAM - 2024**

**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 - 2024**

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 - 2024**

**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 - 2024**

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 - 2024**

**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 - 2024**

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 - 2024**

**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 - 2024**

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 - 2024

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

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

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

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

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

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

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

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit-claim and forever discharge the said Owner, the Township of West Windsor,

its successors and assigns of and from all claims and demands arising from or in connection with the said

CONTRACT dated \_\_\_\_\_, 20\_\_\_\_\_, and of and from all, and all

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

**SIDEWALK REPAIR PROGRAM - 2024**

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

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

Signed, Sealed and Delivered in the presence of:

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

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

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

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

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

(CORPORATE SEAL)

SIDEWALK REPAIR PROGRAM - 2024

**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>                    </u>	<u>1647365</u>
(Subcontractor)	<u>197 Central Ave Edison, NJ 08817</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 19 day  
Of september 2024.

**ELEFThERIA C. MOUDRAKIS**  
 Notary Public, State of New Jersey  
 Comm. # 50204575  
 My Commission Expires 11/16/2027

Notary Public of Eleftheria Moudrakis

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

My Commission Expires 11/16, 2027.

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
T FIOTAKIS CONSTRUCTION LLC

TRADE NAME:

ADDRESS:  
197 CENTRAL AVENUE  
EDISON NJ 08817  
EFFECTIVE DATE:

SEQUENCE NUMBER:  
1847365

ISSUANCE DATE:  
06/20/11

06/20/11

*James J. DeLuca*  
Director  
New Jersey Division of Revenue

FORM-BRC

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

SIDEWALK REPAIR PROGRAM - 2024

**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.

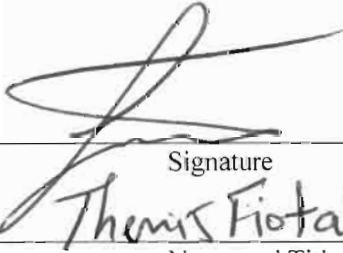
Copies of the Public Works Contractor Registration shall be submitted and attached to this form.

	Name	Not Registered	Registration Number
Bidder	<b>T. Fiதாகis Construction LLC</b>		<b>622 766</b>
(Subcontractor)	197 Central Ave Edison, NJ 08817		
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			

Subscribed and sworn

Before me this 14 day  
of September 20 24.

Notary Public of Eleftheria Moudrakis

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

My Commission Expires 11/16, 20 27

**ELEFThERIA C. MOUDRAKIS**  
 Notary Public, State of New Jersey  
 Comm. # 50204575  
 My Commission Expires 11/16/2027

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

Handwritten signature of 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.

SIDEWALK REPAIR PROGRAM - 2024

**Disclosure of Investment Activities in Iran**

<b>Person or Entity</b>	<p><b>T. Fiotakis Construction LLC</b>                  197 Central Ave                  Edison, NJ 08817</p>
<p><b>Part I: Certification</b></p>	
<p style="text-align: center;"><b>COMPLETE PART I BY CHECKING <u>EITHER BOX.</u></b></p> <p>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:  <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a>. (Iran List)</p> <p>The Chapter 25 list must be reviewed prior to completing the below certification.</p> <p>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.</p> <p>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.</p>	
<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>
<p><b>IF UNABLE TO CERTIFY</b></p>	
<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. <u>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.</u></i></p>

**SIDEWALK REPAIR PROGRAM - 2024**

**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 9-19-24



**SIDEWALK REPAIR PROGRAM - 2024**

**SIDEWALK REPAIR PROGRAM - 2024**

**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.

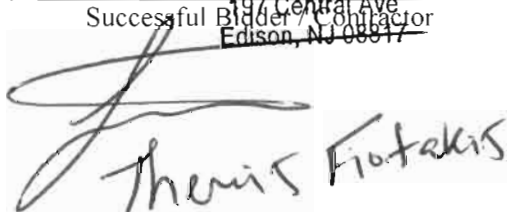
The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants and employees, 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 T. Fiotakis Construction LLC

Successful Bidder / Contractor  
197 Central Ave  
Edison, NJ 08817



Signed, sealed and delivered  
in the presence of

*Eleftheria Moudrakis*  
(Notarized)

**ELEFThERIA C. MOUDRAKIS**  
Notary Public, State of New Jersey  
Comm. # 50204575  
My Commission Expires 11/16/2027

**SIDEWALK REPAIR PROGRAM - 2024**

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

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

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

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

SIDEWALK REPAIR PROGRAM - 2024


**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. Fiதாகis Construction LLC
Address of Individual or Organization	197 Central Ave Edison, NJ 08817
DUNS Code (if applicable)	175 053 167
CAGE Code (if applicable)	919 B6
<b>Check the box that represents the type of business organization:</b>	

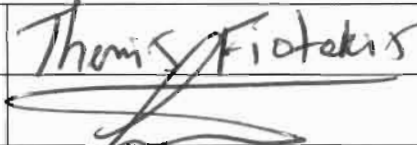
- Sole Proprietorship (skip Parts III and IV)   
  Non-Profit Corporation (skip Parts III and IV)  
 For-Profit Corporation (any type)   
  Limited Liability Company (LLC)   
  Partnership  
 Limited Partnership   
  Limited Liability Partnership (LLP)  
 Other (be specific): \_\_\_\_\_

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Thomas Fiதாகis	Title:	member
Signature:		Date:	9-19-24

**SIDEWALK REPAIR PROGRAM - 2024**


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

**SIDEWALK REPAIR PROGRAM - 2024**

Section C – Part III Certification			
<p>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 <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of &lt;name of organization&gt;. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that <b>West Windsor Township</b> 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.</p>			
Full Name (Print):	<i>Thomas Fiotakis</i>	Title:	<i>Member</i>
Signature:		Date:	<i>9-19-24</i>

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities									
Section A									
<input type="checkbox"/>	<p>Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 5px;">Name of Business Entity</th> <th style="width: 50%; padding: 5px;">Business Address</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> </tbody> </table>	Name of Business Entity	Business Address						
Name of Business Entity	Business Address								
**Add additional sheets if necessary**									
OR									
<input checked="" type="checkbox"/>	<p>The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.</p>								
Section B (skip if no business entities are listed in Section A of Part IV)									

**SIDEWALK REPAIR PROGRAM - 2024**

<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).		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
**Add additional Sheets if necessary**			
<b>OR</b>			
<input checked="" 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.		
<b>Section C – Part IV Certification</b>			
<p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):	Thomas Fiatakis		Title: member
Signature:			Date: 9-19-24

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

**Reference Sheet**

Town	Type of Work	Town Engineer	Total Bid	Extra Work	Completed in Time
Town of Morristown	Kleitmans Woods Park	Mark Gandy-973-292-4894	\$215,000.00	No	Yes
Franklin Township	Concrete Curb Sidewalks, Handicap Ramps	Maureen Sturgeon 732-873-2500	\$175,000.00	No	Yes
Toms River	Pedestrian Bridge, concrete work, landscape and walkways	Dharm Bhatt 732-505-6633	\$220,000.00	No	Yes
Princeton Township	Curb and Sidewalk Repairs	Chris Knigge-609-921-7077	\$199,000.00	No	Yes
East of Eden, Middletown NJ Fountain Ridge	Storm Drainage and Concrete Work	Bob Bucco Najarian Assic- 732-389-0220	\$ 414,000.00	No	Yes
Township of Howell	Storm Drainage and Concrete Work	Justin Yost 732-938-4500	\$ 715,000.00	No	Yes
Township of Westfield	Concrete Replacement	Chris Mcaloon 908-789-4040	\$147,000.00	No	Yes



**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