

Bid Results - Wednesday, September West Windsor 2023 Sidewalk Repair Program West Windsor Township, Mercer County, NJ BASE BID - Concrete Sidewalk Repair				Engineer's Estimate		Manny Concrete, LLC Waretown, NJ		Harshi Construction, LLC Edison, NJ		Rusling Paving & Concrete Ewing, NJ		Seacoast Construction East Brunswick, NJ	
Item #	Description	Unit	Quantities	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Concrete Sidewalk Repair	SF	10000	\$ 11.00	\$ 110,000.00	\$ 8.88	\$ 88,800.00	\$ 9.75	\$ 97,500.00	\$ 12.95	\$ 129,500.00	\$ 22.50	\$ 225,000.00
				TOTAL	\$ 110,000.00	TOTAL	\$ 88,800.00	TOTAL	\$ 97,500.00	TOTAL	\$ 129,500.00	TOTAL	\$ 225,000.00

ADD ALT.#1 - Additional Concrete Walk Repair				Engineer's Estimate		Contractor's Estimate		Contractor's Estimate		Contractor's Estimate		Contractor's Estimate	
Item #	Description	Unit	Quantities	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A-1	Concrete Sidewalk Repair	SF	2000	\$ 11.00	\$ 22,000.00	\$ 8.88	\$ 17,760.00	\$ 9.75	\$ 19,500.00	\$ 12.95	\$ 25,900.00	\$ 22.50	\$ 45,000.00
				TOTAL	\$ 22,000.00	TOTAL	\$ 17,760.00	TOTAL	\$ 19,500.00	TOTAL	\$ 25,900.00	TOTAL	\$ 45,000.00

ADD ALT.#2 - Additional Concrete Walk Repair				Engineer's Estimate		Contractor's Estimate		Contractor's Estimate		Contractor's Estimate		Contractor's Estimate	
Item #	Description	Unit	Quantities	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A-2	Concrete Sidewalk Repair	SF	1000	\$ 11.00	\$ 11,000.00	\$ 8.88	\$ 8,880.00	\$ 9.50	\$ 9,500.00	\$ 12.95	\$ 12,950.00	\$ 22.50	\$ 22,500.00
				TOTAL	\$ 11,000.00	TOTAL	\$ 8,880.00	TOTAL	\$ 9,500.00	TOTAL	\$ 12,950.00	TOTAL	\$ 22,500.00

ADD ALT.#3 - Additional Concrete Walk Repair				Engineer's Estimate		Contractor's Estimate		Contractor's Estimate		Contractor's Estimate		Contractor's Estimate	
Item #	Description	Unit	Quantities	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A-3	Concrete Sidewalk Repair	SF	700	\$ 11.00	\$ 7,700.00	\$ 8.88	\$ 6,216.00	\$ 10.00	\$ 7,000.00	\$ 12.95	\$ 9,065.00	\$ 22.50	\$ 15,750.00
				TOTAL	\$ 7,700.00	TOTAL	\$ 6,216.00	TOTAL	\$ 7,000.00	TOTAL	\$ 9,065.00	TOTAL	\$ 15,750.00

TOTAL BASE BID	TOTAL	\$ 110,000.00	TOTAL	\$ 88,800.00	TOTAL	\$ 97,500.00	TOTAL	\$ 129,500.00	TOTAL	\$ 225,000.00
TOTAL (BASE BID + ALT. No. 1)	TOTAL	\$ 132,000.00	TOTAL	\$ 106,560.00	TOTAL	\$ 117,000.00	TOTAL	\$ 155,400.00	TOTAL	\$ 270,000.00
TOTAL (BASE BID + ALT. No. 2)	TOTAL	\$ 121,000.00	TOTAL	\$ 97,680.00	TOTAL	\$ 107,000.00	TOTAL	\$ 142,450.00	TOTAL	\$ 247,500.00
TOTAL (BASE BID + ALT. No. 3)	TOTAL	\$ 117,700.00	TOTAL	\$ 95,016.00	TOTAL	\$ 104,500.00	TOTAL	\$ 138,565.00	TOTAL	\$ 240,750.00
TOTAL (BASE BID + ALT. No. 1, & 3)	TOTAL	\$ 139,700.00	TOTAL	\$ 112,776.00	TOTAL	\$ 124,000.00	TOTAL	\$ 164,465.00	TOTAL	\$ 285,750.00
TOTAL (BASE BID + ALT. No. 2 & 3)	TOTAL	\$ 128,700.00	TOTAL	\$ 103,896.00	TOTAL	\$ 114,000.00	TOTAL	\$ 151,515.00	TOTAL	\$ 263,250.00
TOTAL (BASE BID + ALT. No. 1, 2 & 3)	TOTAL	\$ 150,700.00	TOTAL	\$ 121,656.00	TOTAL	\$ 133,500.00	TOTAL	\$ 177,415.00	TOTAL	\$ 308,250.00

SIDEWALK REPAIR PROGRAM - 2023

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 - 2023

This Bid will not be accepted after 2:30 pm prevailing time on September 19, 2023 at which time all Bids will be publicly opened and read.

MANNY CONCRETE LLC

Name of Firm Submitting Bid

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Engineer, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

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.

SIDEWALK REPAIR PROGRAM - 2023

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

Bidder: Initial each Item Submitted w/ Bid

w. Submission of 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)	JA
	Agreement	JA
X	Hold Harmless Agreement	JA
X	Prevailing Wage Affidavit	JA
	Payment Bond	JA
	Performance Bond	JA
	Maintenance Bond	JA
	Contractor's Affidavit	JA
	Contractor's Release	JA
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

Bidder: Initial each Item Submitted w/ Bid

At Award

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
X	Prohibited Russia-Belarus Activities & Iran Investment Activities Certification	JA

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

Name of Bidder: MANNY CONCRETE LLC

By Authorized Representative: James Abreu

Signature: [Signature]

Print Name and Title: JAMES ABREU OWNER J-A

Date Signed: 9/19/23

SIDEWALK REPAIR PROGRAM - 2023

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 & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 10,000 SF @ \$ <u>8⁸⁸/₁₀₀</u> PER SF <u>EIGHTE DOLLARS AND EIGHTY EIGHT CENTS</u> (Write out price)	\$ <u>88,800</u>
TOTAL BASE BID (ITEM #1)			\$ <u>88,800</u>

ALTERNATE # 1

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
A-1	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 2,000 SF @ \$ <u>8⁸⁸/₁₀₀</u> PER SF <u>EIGHTE DOLLARS AND EIGHTY EIGHT CENTS</u> (Write out price)	\$ <u>17,760</u>
TOTAL ALTERNATE #1 (ITEM A-1)			\$ <u>17,760</u>

ALTERNATE # 2

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
A-2	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 1,000 SF @ \$ <u>8⁸⁸/₁₀₀</u> PER SF <u>EIGHT DOLLARS AND EIGHTY EIGHT CENTS</u> (Write out price)	\$ <u>8,880</u>
TOTAL ALTERNATE #2 (ITEM A-2)			\$ <u>8,880</u>

SIDEWALK REPAIR PROGRAM - 2023

ALTERNATE # 3

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
A-3	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 700 SF @ \$ <u>8.80</u> PER SF <u>EIGHT DOLLARS AND EIGHTY</u> <u>EIGHT cents</u> (Write out price)	\$ <u>6,216⁰⁰</u>
TOTAL ALTERNATE #3 (ITEM A-3)			\$ <u>6,216⁰⁰</u>

IWD = if and where directed

BID ITEMS
WEST WINDSOR TOWNSHIP
2023 SIDEWALK REPAIR PROGRAM

B		TOTAL BASE BID	\$ <u>88,800⁰⁰</u>
B *		TOTAL BASE BID + ALTERNATE #1	\$ <u>106,561⁰⁰</u>
B **		TOTAL BASE BID + ALTERNATE #2	\$ <u>97,680</u>
B ***		TOTAL BASE BID + ALTERNATE #3	\$ <u>95,016</u>
B * ***		TOTAL BASE BID + ALT. #1 + ALT. #3	\$ <u>112,776⁰⁰</u>
B ** ***		TOTAL BASE BID + ALT. #2 + ALT. #3	\$ <u>103,896⁰⁰</u>
B * ** ***		TOTAL BASE BID + ALT.#1 + ALT.#2 + ALT.#3	\$ <u>121,656⁰⁰</u>

SIDEWALK REPAIR PROGRAM - 2023

If a Corporation,

Name of Contractor MANNY CONCRETE LLC

Signature of Bidder [Signature] James Abreu Owner
Name Title

Business Address 2 BEACH HAVEN WAY, WARETOWN NJ 08258

Incorporated under the Laws of the State of NEW JERSEY

President _____
(Name) (Title)

Secretary _____
(Name) (Title)

Treasurer _____
(Name) (Title)

Dated: 9/18/23

(Affix Corporation Seal Here)

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

Name of Company MANNY CONCRETE LLC

Signature of Bidder [Signature] Owner
(Name) (Title)

Names and Addresses of Members of Company

100% OWNER

SIDEWALK REPAIR PROGRAM - 2023

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

**TOWNSHIP OF WEST WINDSOR
SIDEWALK REPAIR PROGRAM - 2023**

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			

N.A

Acknowledged by Bidder

Name of Bidder: MANN CONCRETE LLC

By Authorized Representative: JAMES ABREU

Signature: 

Print Name and Title: JAMES ABREU

Date: 9/18/23

SIDEWALK REPAIR PROGRAM - 2023

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 LLC

Organization

Address: 2 BEACH HAVEN WAY WARETOWN NJ 08758

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 - 2023

(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
OWNER	WARRETON 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.**

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 ABREU	Title:	OWNER
Signature:	<i>[Handwritten Signature]</i>	Date:	9/18/23

X

SIDEWALK REPAIR PROGRAM - 2023

LIST OF SUBCONTRACTORS

TITLE OF BID: _____

NAME OF BIDDER: Manny Leone

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work Each Subcontractor Each Specialize Prime Area
			N.A	

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 - 2023

BID BOND

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

Manny Concrete, LLC as Principal, and Lexington National Insurance Corporation as Surety, are

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

Ten Percent (10%) of the Total Bid Amount (\$) 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, 2023.

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 - 2023


NOW THEREFORE,

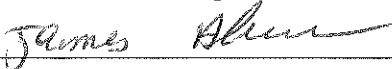
- A) If said Bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract,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

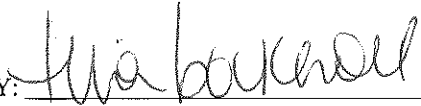
Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

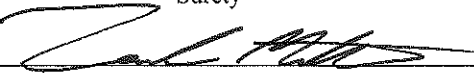
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

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

BY:  _____
 Witness

MANNY CONCRETE, LLC
 Principal


BY:  _____
 Witness

LEXINGTON NATIONAL INSURANCE CORPORATION
 Surety

 Zach Mefferd Attorney-in-Fact

SIDEWALK REPAIR PROGRAM - 2023

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Ten Percent (10%) of the Total Bid Amount (\$ _____) for the payment of which, well and truly to be

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SIDEWALK REPAIR PROGRAM - 2023

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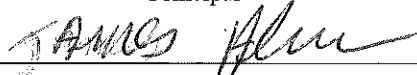
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- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract,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

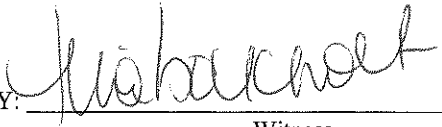
Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

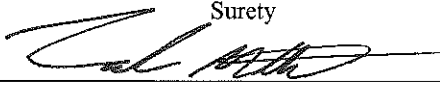
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

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

BY: 
Witness

MANNY CONCRETE, LLC
Principal


BY: 
Witness

LEXINGTON NATIONAL INSURANCE CORPORATION
Surety

Zach Mefferd Attorney-in-Fact

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Ryan Swalve, Zach Mefferd, Zach Matter, Havilah Watson, Jimmy Brown

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

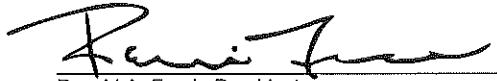
This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.


Ronald A. Frank, President



State of Maryland
County of Harford County, SS:

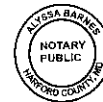
Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24

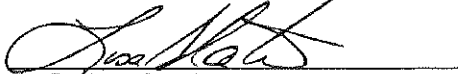

Notary



I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 19 day of September, 2023

Corporate Seal:


Lisa R. Slater, Secretary

POWER OF ATTORNEY Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Ryan Swalve, Zach Mefferd, Zach Matter, Havilah Watson, Jimmy Brown

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

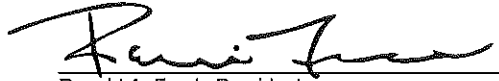
This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, President



State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

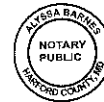
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Commission Expires: 05/23/24



Notary



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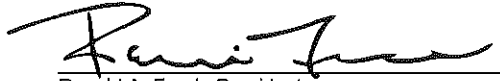
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Ronald A. Frank, President



State of Maryland
County of Harford County, SS:

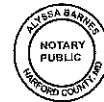
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I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24


Notary



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In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 19 day of September, 2023

Corporate Seal:


Lisa R. Slater, Secretary

SIDEWALK REPAIR PROGRAM - 2023

**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 OWNER, 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 LLC
Name of Contractor (Type or Print)

James Abreu
Signature/Title

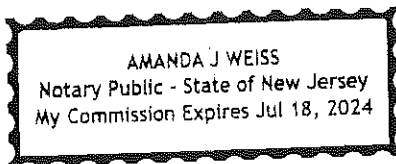
Subscribed and Sworn before me this

18 Day of Sept, 2023

JAMES ABREU
(Type or Print Name of Affiant)

Martin J. Klein
Notary Public

My Commission Expires July 18, 2024



MANNY'S CONCRETE

Phone: 732-489-6698

Fax: 609-549-0089

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

MANNY CONCRETE LLC

Phone: 732-489-6698

Fax: 609-549-0089

Email: MannysConcreteNJ@gmail.com

2 Beach Haven Way

Waretown, NJ, 08758

REFERENCES

- 2022 Concrete Improvement Program - \$95,000.00
Lawrence Township - 2207 Lawrenceville Road Lawrenceville, NJ 08648
James Parvesse - (609) 844-7087
- 2021 Sidewalk Repair Program - \$115,000.00
Township of West Windsor - 271 Clarksville Road, West Windsor, NJ, 08550
Dan Dobromilsky - (609) 273-2455
- 2020 Sidewalk Repair Program - \$80,000.00
Township of West Windsor - 271 Clarksville Road, West Windsor, NJ, 08550
Dan Dobromilsky - (609) 273-2455
- 2019 Freehold Sidewalk Improvements - \$198,000.00
Borough of Freehold - 51 West Main Street, Freehold, NJ, 07728
Micheal Sweetman - (732) 462-4200
- 2021 Sidewalk, Curb and Driveway Apron Restoration - \$128,000.00
Trenton Water Works- 333 Cortland Dr, Trenton, NJ, 08638
Jose Cotto - (609) 989-3444

SIDEWALK REPAIR PROGRAM - 2023

NON-COLLUSION AFFIDAVIT

STATE OF N. JERSEY

COUNTY OF OCEAN

SS:

I, JAMES ABREU of the (City, Town, Township, Borough, etc.)
of WARBTOWN 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 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 OWNER 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 LLC
(Name of Bidder)

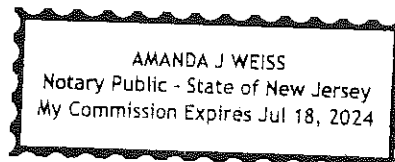
JAMES ABREU
(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

18th day of Sept, 2023

Notary Public of NS Amanda J. Wein

My commission expires July 18, 2024



SIDEWALK REPAIR PROGRAM - 2023

(REVISED 4/10)

EXHIBIT BMANDATORY 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 - 2023

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 - 2023

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 - 2023

EXHIBIT B (Cont.)

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

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

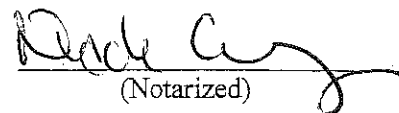
The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

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

Signed by 
Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of




(Notarized)

Nicole Cruz
Notary Public State of New Jersey
My Commission Expires Oct 20, 2025

SIDEWALK REPAIR PROGRAM - 2023

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, 2023

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

[Signature] Owner
Authorized Signature & Title

James Abreu Owner
Print Authorized Signature Name & Title

SIDEWALK REPAIR PROGRAM - 2023

PREVAILING WAGE AFFIDAVIT

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

This PREVAILING WAGE AFFIDAVIT is signed this 9/8/23 day of _____, 20____

as a binding act in deed of

MANNY CONCRETE LLC
Name of Organization

JAMES ABREU OWNER
Authorized Signature & Title

JAMES ABREU OWNER
Print Authorized Signature Name & Title

SIDEWALK REPAIR PROGRAM - 2023

AMERICANS WITH DISABILITIES ACT
MANDATORY LANGUAGE

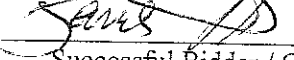
Equal Opportunity for Individuals with Disabilities

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

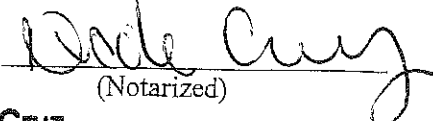
The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants and employees,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

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

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

Signed by  _____
Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of


(Notarized)

Nicole Cruz
Notary Public State of New Jersey
My Commission Expires Oct 20, 2025



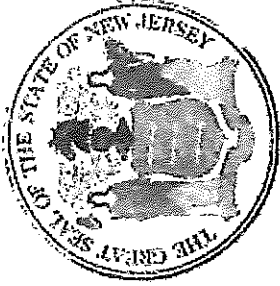
STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:
20230505115536171

Certificate Number
737714

Registration Date: 04/25/2023
Expiration Date: 04/24/2024



State of New Jersey

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

Public Works Contractor Registration Act

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

Manny Concrete LLC

Responsible Representative(s):
James Abreu, Owner

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.

SIDEWALK REPAIR PROGRAM - 2023

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: SIDEWALK REPAIR PROGRAM - 2023

Bidder/Offeror: MANNY CONCRETE LLC JAMES ABREU OWNER

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

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

OR

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

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities
Duration of Engagement
Anticipated Cessation Date
Attach Additional Sheets If Necessary

CERTIFICATION

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

Full Name (Print) JAMES ABREU Signature: [Signature]
Title OWNER Date: 9/18/23

SIDEWALK REPAIR PROGRAM - 2023

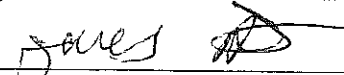
**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

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 LLC
Address of Individual or Organization	2 BEACH HAVEN WAY WAREHOUS ⁰⁸⁷⁵⁸ NJ
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 individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	JAMES ABREV	Title:	OWNER
Signature:		Date:	9/18/22

SIDEWALK REPAIR PROGRAM - 2023

Section C – Part III Certification

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

Full Name (Print):	JAMES ABREU	Title:	OWNER
Signature:	<i>James Abreu</i>	Date:	9/18/23

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

Section A

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

Name of Business Entity	Business Address

Add additional sheets if necessary

OR

The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

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

SIDEWALK REPAIR PROGRAM - 2023

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

Section A (Check the Box that applies)



Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.

Name of Individual or Organization

Manny Concrete LLC - James Arce

Home Address (for Individual) or Business Address

2 Beach Haven Way
Wareham, NJ 08758

OR



No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

Section B (Skip if no Business entity is listed in Section A above)



Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.

Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity

Home Address (for Individual) or Business Address

OR



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 - 2023

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists 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 prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

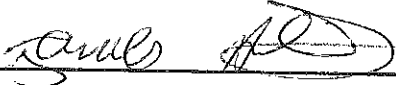
SIDEWALK REPAIR PROGRAM - 2023

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 ABREU	Title	OWNER
Signature		Date	8/18/22

SIDEWALK REPAIR PROGRAM - 2023**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 - 2023

This Bid will not be accepted after **2:30 pm prevailing time on September 19, 2023** at which time all Bids will be publicly opened and read.

	HARSHI CONSTRUCTION
	1 West Court Edison 08820
	Ph. 201-675-6805
	Email: Mari_EDU@yahoo.com
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.

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.

SIDEWALK REPAIR PROGRAM - 2023

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	R
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	R
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	R
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	R
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	R

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

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	R
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	R
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	R
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	R
X	Prohibited Russia-Belarus Activities & Iran Investment Activities Certification	R

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

Name of Bidder: HARSHI CONSTRUCTION
 By Authorized Representative: HARI RANGISETTY
 Signature: Rangisetty
 Print Name and Title: OWNER
 Date Signed: 9/12/23

SIDEWALK REPAIR PROGRAM - 2023

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 & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 10,000 SF @ \$ 9.75 PER SF <u>NINE SEVENT FIVE</u> <u>THIRTY SEVEN THOUSAND FIVE</u> <u>HUNDRED.</u> (Write out price)	\$ <u>97500</u>
TOTAL BASE BID (ITEM #1)			\$ <u>97500</u>

ALTERNATE # 1

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
A-1	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 2,000 SF @ \$ 9.75 PER SF <u>NINETEEN THOUSAND</u> <u>FIVE HUNDRED</u> (Write out price)	\$ <u>19500</u>
TOTAL ALTERNATE #1 (ITEM A-1)			\$ <u>19500</u>

ALTERNATE # 2

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
A-2	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 1,000 SF @ \$ 9.50 PER SF <u>NINE THOUSAND FIVE</u> <u>HUNDRED</u> (Write out price)	\$ <u>9500</u>
TOTAL ALTERNATE #2 (ITEM A-2)			\$ <u>9500</u>

SIDEWALK REPAIR PROGRAM - 2023

ALTERNATE # 3

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
A-3	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 700 SF @ \$ 10 PER SF <u>SEVEN THOUSAND</u>	\$ <u>7000</u>

(Write out price)

TOTAL ALTERNATE #3 (ITEM A-3) \$ 7000

IWD = if and where directed

BID ITEMS


WEST WINDSOR TOWNSHIP
2023 SIDEWALK REPAIR PROGRAM

B		TOTAL BASE BID	\$ <u>97,500</u>
B *		TOTAL BASE BID + ALTERNATE #1	\$ <u>116,500</u>
B **		TOTAL BASE BID + ALTERNATE #2	\$ <u>107,000</u>
B ***		TOTAL BASE BID + ALTERNATE #3	\$ <u>104,500</u>
B * ***		TOTAL BASE BID + ALT. #1 + ALT. #3	\$ <u>123,500</u>
B ** ***		TOTAL BASE BID + ALT. #2 + ALT. #3	\$ <u>124,000</u>
B * ** ***		TOTAL BASE BID + ALT.#1 + ALT.#2 + ALT.#3	\$ <u>133,500</u>

SIDEWALK REPAIR PROGRAM - 2023

If a Corporation,

Name of Contractor

	HARSHI CONSTRUCTION
	1 Wren Court Edison 08820 Ph: 201-675-6805 Email: Hari_ED1@yahoo.com

Signature of Bidder

Ranjithy

Name Title

Business Address

Incorporated under the Laws of the State of NJ

President HARI RANJISETTY OWNER
 (Name) (Title)

Secretary THIAGO DIAS MANAGER
 (Name) (Title)


Treasurer SHIVA REDDY ASST
 (Name) (Title)

Dated: 08/12/2023

(Affix Corporation Seal Here)

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

Name of Company


	HARSHI CONSTRUCTION
	1 Wren Court Edison 08820 Ph: 201-675-6805 Email: Hari_ED1@yahoo.com

Signature of Bidder

Ranjithy

OWNER
(Title)

Names and Addresses of Members of Company

	HARSHI CONSTRUCTION
	1 Wren Court Edison 08820 Ph: 201-675-6805 Email: Hari_ED1@yahoo.com

SIDEWALK REPAIR PROGRAM - 2023

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 - 2023

This Bid will not be accepted after 2:30 pm prevailing time on September 19, 2023 at which time all Bids will be publicly opened and read.

Rusling Paving & Concrete LLC
Name of Firm Submitting Bid

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Engineer, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

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.

SIDEWALK REPAIR PROGRAM - 2023

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

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

West Windsor Requires w. Submission of Bid

Bidder: Initial each Item Submitted w/ Bid

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

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

West Windsor Requires At Award

Bidder: Initial each Item Submitted w/ Bid

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

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

Name of Bidder: Rustling Paving & Concrete
 By Authorized Representative: Robert Liberto
 Signature: *[Signature]*
 Print Name and Title: Robert Liberto / manager
 Date Signed: 9/8/23

SIDEWALK REPAIR PROGRAM - 2023

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 & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 10,000 SF @ \$12.95 PER SF <u>twelve dollars</u> <u>ninty five cents</u> (Write out price)	\$ <u>129,500.-</u>
TOTAL BASE BID (ITEM #1)			\$ <u>129,500.-</u>

ALTERNATE # 1

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
A-1	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 2,000 SF @ \$12.95 PER SF <u>twelve dollars</u> <u>ninty-five cents</u> (Write out price)	\$ <u>25,900.-</u>
TOTAL ALTERNATE #1 (ITEM A-1)			\$ <u>25,900.-</u>

ALTERNATE # 2

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
A-2	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 1,000 SF @ \$12.95 PER SF <u>twelve dollars</u> <u>ninty five cents</u> (Write out price)	\$ <u>12,950.-</u>
TOTAL ALTERNATE #2 (ITEM A-2)			\$ <u>12,950.-</u>

SIDEWALK REPAIR PROGRAM - 2023

ALTERNATE # 3

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
A-3	Special Condition 12	CONCRETE SIDEWALK REPAIR (IWD) 700 SF @ \$ <u>12.95</u> PER SF <u>twelve dollars</u> <u>ninty-five cents</u> (Write out price)	\$ <u>9,065.-</u>
TOTAL ALTERNATE #3 (ITEM A-3)			\$ <u>9,065.-</u>

IWD = if and where directed

BID ITEMS

**WEST WINDSOR TOWNSHIP
2023 SIDEWALK REPAIR PROGRAM**

B		TOTAL BASE BID	\$ <u>129,500.-</u>
B *		TOTAL BASE BID + ALTERNATE #1	\$ <u>155,400.-</u>
B **		TOTAL BASE BID + ALTERNATE #2	\$ <u>142,450.-</u>
B ***		TOTAL BASE BID + ALTERNATE #3	\$ <u>138,565.-</u>
B * ***		TOTAL BASE BID + ALT. #1 + ALT. #3	\$ <u>164,465.-</u>
B ** ***		TOTAL BASE BID + ALT. #2 + ALT. #3	\$ <u>151,515.-</u>
B * ** ***		TOTAL BASE BID + ALT.#1 + ALT.#2 + ALT.#3	\$ <u>177,415.-</u>

SIDEWALK REPAIR PROGRAM - 2023

If a Corporation,

Name of Contractor Rusling Paving & Concrete LLC

Signature of Bidder [Signature] Robert Liberto / manager
Name Title

Business Address 8 Irven St. Trenton NJ 08638

Incorporated under the Laws of the State of New Jersey

President Maryann Liberto
(Name) (Title)

Secretary _____
(Name) (Title)

Treasurer _____
(Name) (Title)

Dated: 2006

(Affix Corporation Seal Here)

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

Name of Company Rusling Paving & Concrete

Signature of Bidder [Signature] Robert Liberto / manager
(Name) (Title)

Names and Addresses of Members of Company

16 Elkhead Terrace Yardville NJ 08620

