

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF WEST WINDSOR

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

A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)Required with
Submission of Bid
By State StatuteBidder:
Initial each item
Submitted with Bid

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

B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATIONWest Windsor Requires
w. Submission of BidBidder: Initial each
Item Submitted w/ Bid

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

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


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

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

Name of Bidder: CMS CONSTRUCTION INC.

By Authorized Representative: CARLOS DASILVA

Signature: 

Print Name and Title: CARLOS DASILVA / PRESIDENT

Date Signed: 12/13/2022

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**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
CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B
STOBBE LANE TO STEELE DRIVE
WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY**

This Bid will not be accepted after **2:00 pm** prevailing time on **Tuesday December 13th, 2022** at which time all Bids will be publicly opened and read.

CMS CONSTRUCTION INC.

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.

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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."

If a Corporation,

Name of Contractor CMS CONSTRUCTION INC.

Signature of Bidder [Signature] CARLOS DASILVA / PRESIDENT
Name Title

Business Address 521 NORTH AVE. PLAINFIELD, NJ 07060

Incorporated under the Laws of the State of NEW JERSEY

President CARLOS DASILVA PRESIDENT
(Name) (Title)

Secretary ACIOLI NETO SECRETARY
(Name) (Title)

Treasurer MANA PEREIRA TREASURER
(Name) (Title)

Dated: 12/13/2022

(Affix Corporation Seal Here)

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

Name of Company CMS CONSTRUCTION INC.

Signature of Bidder [Signature] CARLOS DASILVA / PRESIDENT
(Name) (Title)

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

Names and Addresses of Members of Company

CARLOS DASILVA - 2719 COUTO CT. UNION, NJ 07083

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

CRANBURY ROAD SIDEWALK PROJECT - PHASE 2B
PRICE BID SCHEDULE

Item No.	Description & Unit Price in Words	Unit Price	Total Price
1	CLEARING SITE, MOBILIZATION, DEMOBILIZATION QUANTITY: 1 Lump Sum <u>Unit Price per Lump Sum:</u> <u>THIRTY THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
2	UNIFORM TRAFFIC CONTROL OFFICER QUANTITY: 400 Hours <u>Unit Price per Hour:</u> <u>One Hundred and Forty-Five</u> Dollars <u>Zero</u> Cents	<u>\$145.00</u>	<u>\$58,000.00</u>
3	EXCAVATION, UNCLASSIFIED QUANTITY: 30 Cubic Yards <u>Unit Price per CY:</u> <u>SEVENTY FIVE</u> Dollars <u>ZERO</u> Cents	\$ <u>75.00</u>	\$ <u>2,250.00</u>
4	DENSE-GRADED AGGREGATE BASE COURSE, 8" THICK QUANTITY: 52 Square Yards <u>Unit Price per SY:</u> <u>THIRTY FIVE</u> Dollars <u>ZERO</u> Cents	\$ <u>35.00</u>	\$ <u>1,820.00</u>
5	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK QUANTITY: 10 Tons <u>Unit Price per Ton:</u> <u>FOUR HUNDRED FIFTY</u> Dollars <u>ZERO</u> Cents	\$ <u>450.00</u>	\$ <u>4,500.00</u>

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Item No.	Description & Unit Price in Words	Unit Price	Total Price
6	<p>HOT MIX ASPHALT 12.5M64 BASE COURSE, 8" THICK QUANTITY: 30 Tons Unit Price per Ton:</p> <p>THREE HUNDRED FIFTY Dollars ZERO Cents</p>	\$ 350.00	\$ 10,500.00
7	<p>RIVER JACKS GRAVEL, 3"-5" DIA. WITH FILTER FABRIC QUANTITY: 50 Cubic Yards Unit Price per CY:</p> <p>NINETY FIVE Dollars ZERO Cents</p>	\$ 95.00	\$ 4,750.00
8	<p>12" REINFORCED CONCRETE PIPE, CLASS V QUANTITY: 74 Linear Feet Unit Price per LF:</p> <p>ONE HUNDRED FORTY FIVE Dollars ZERO Cents</p>	\$ 145.00	\$ 10,730.00
9	<p>15" REINFORCED CONCRETE PIPE QUANTITY: 15 Linear Feet Unit Price per LF:</p> <p>ONE HUNDRED THIRTY FIVE Dollars ZERO Cents</p>	\$ 135.00	\$ 2,025.00
10	<p>4" PERFORATED SCH. 80 PVC UNDERDRAIN QUANTITY: 2,265 Linear Feet Unit Price per LF:</p> <p>TWENTY FIVE Dollars ZERO Cents</p>	\$ 25.00	<div style="text-align: right;">CMS</div> \$ 56,625.00
11	<p>4" SOLID SCH. 80 PVC UNDERDRAIN QUANTITY: 255 Linear Feet Unit Price per LF:</p> <p>TWENTY FIVE Dollars ZERO Cents</p>	\$ 25.00	\$ 6,375.00

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Item No.	Description & Unit Price in Words	Unit Price	Total Price
12	INLET, TYPE "A" QUANTITY: 1 Unit <u>Unit Price per Unit:</u> FOUR THOUSAND FIVE HUNDRED Dollars ZERO Cents	\$ 4,500.00	\$ 4,500.00
13	INLET, TYPE "B" QUANTITY: 3 Units <u>Unit Price per Unit:</u> SEVEN THOUSAND FIVE HUNDRED Dollars ZERO Cents	\$ 7,500.00	\$ 22,500.00
14	INLET CONVERTED TO MANHOLE QUANTITY: 1 Unit <u>Unit Price per Unit:</u> THREE THOUSAND FIVE HUNDRED Dollars ZERO Cents	\$ 3,500.00	\$ 3,500.00
15	N-ECO CURB PIECE QUANTITY: 3 Units <u>Unit Price per Unit:</u> EIGHT HUNDRED FIFTY Dollars ZERO Cents	\$ 850.00	\$ 2,550.00
16	BICYCLE SAFE GRATE QUANTITY: 4 Units <u>Unit Price per Unit:</u> EIGHT HUNDRED FIFTY Dollars ZERO Cents	\$ 850.00	\$ 3,400.00
17	CLEANOUT QUANTITY: 70 Units <u>Unit Price per Unit:</u> ONE HUNDRED FIFTY Dollars ZERO Cents	\$ 150.00	\$ 10,500.00

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Item No.	Description & Unit Price in Words	Unit Price	Total Price
18	4' HIGH SOLID PVC FENCE QUANTITY: 260 Linear Feet <u>Unit Price per LF:</u> ONE HUNDRED FORTY FIVE Dollars ZERO Cents	\$ 145.00	\$ 37,700.00
19	RELOCATE EXISTING 4' POST & RAIL FENCE QUANTITY: 60 Linear Feet <u>Unit Price per LF:</u> FORTY FIVE Dollars ZERO Cents	\$ 45.00	\$ 2,700.00
20	POROUS ASPHALT SIDEWALK QUANTITY: 1,190 Square Yards <u>Unit Price per SY:</u> ONE HUNDRED FORTY FIVE Dollars ZERO Cents	\$ 145.00	\$ 172,550.00
21	CONCRETE SIDEWALK, 4" THICK QUANTITY: 225 Square Yards <u>Unit Price per SY:</u> EIGHTY NINE Dollars Cents	\$ 89.00	\$ 20,025.00
22	HOT MIX ASPHALT DRIVEWAY, 2" THICK QUANTITY: 300 Square Yards <u>Unit Price per SY:</u> SIXTY FIVE Dollars Cents	\$ 65.00	\$ 19,500.00
23	CONCRETE DRIVEWAY, REINFORCED, 6" THICK QUANTITY: 36 Square Yards <u>Unit Price per SY:</u> EIGHTY NINE Dollars ZERO Cents	\$ 89.00	\$ 3,204.00

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Item No.	Description & Unit Price in Words	Unit Price	Total Price
24	DETECTABLE WARNING SURFACE QUANTITY: 12 Square Yards <u>Unit Price per SY:</u> <div>Six HUNDRED FIFTY Dollars</div> <div>ZERO Cents</div>	<div>\$ 650.00</div>	<div>\$ 7,800.00</div>
25	8" X 9" X 18" CONCRETE VERTICAL CURB QUANTITY: 2,740 Linear Feet <u>Unit Price per LF:</u> <div>THIRTY FIVE Dollars</div> <div>ZERO Cents</div>	<div>\$ 35.00</div>	<div>\$ 95,900.00</div>
26	CURB WALL, 1' HIGH MAX. QUANTITY: 30 Linear Feet <u>Unit Price per LF:</u> <div>SIXTY FIVE Dollars</div> <div>ZERO Cents</div>	<div>\$ 65.00</div>	<div>\$ 1,950.00</div>
27	TRAFFIC MARKING LINES, 6" THERMOPLASTIC QUANTITY: 2,290 Linear Feet <u>Unit Price per LF:</u> <div>TWO Dollars</div> <div>ZERO Cents</div>	<div>\$ 2.00</div>	<div>\$ 4,580.00</div>
28	TRAFFIC MARKING LINES, 8" THERMOPLASTIC QUANTITY: 440 Linear Feet <u>Unit Price per LF:</u> <div>THREE Dollars</div> <div>ZERO Cents</div>	<div>\$ 3.00</div>	<div>\$ 1,320.00</div>
29	TRAFFIC MARKING LINES, 24" THERMOPLASTIC QUANTITY: 75 Linear Feet <u>Unit Price per LF:</u> <div>TWELVE Dollars</div> <div>ZERO Cents</div>	<div>\$ 12.00</div>	<div>\$ 900.00</div>

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Item No.	Description & Unit Price in Words	Unit Price	Total Price
30	REGULATORY AND WARNING SIGN QUANTITY: 48 Square Feet <u>Unit Price per SF:</u> <div> <div>NINETY FIVE</div> <div>Dollars</div> </div> <div> <div>ZERO</div> <div>Cents</div> </div>	<div> <div>\$</div> <div>95.00</div> </div>	<div> <div>\$</div> <div>4,560.00</div> </div>
31	RELOCATE SIGN QUANTITY: 12 Units <u>Unit Price per Unit:</u> <div> <div>FIFTY</div> <div>Dollars</div> </div> <div> <div>ZERO</div> <div>Cents</div> </div>	<div> <div>\$</div> <div>50.00</div> </div>	<div> <div>\$</div> <div>600.00</div> </div>
32	PEDESTRIAN CROSSING SIGN WITH RRFB QUANTITY: 1 Lump Sum <u>Unit Price per Lump Sum:</u> CMS <div> <div>TWENTY FOUR THOUSAND</div> <div>Dollars</div> </div> <div> <div>ZERO</div> <div>Cents</div> </div>	<div> <div>CMS</div> <div>\$</div> <div>24,000.00</div> </div>	<div> <div>CMS</div> <div>\$</div> <div>24,000.00</div> </div>
33	RESET WATER VALVE (IF AND WHERE DIRECTED) QUANTITY: 3 Units <u>Unit Price per Unit:</u> <div> <div>ONE HUNDRED FIFTY</div> <div>Dollars</div> </div> <div> <div>ZERO</div> <div>Cents</div> </div>	<div> <div>\$</div> <div>150.00</div> </div>	<div> <div>\$</div> <div>450.00</div> </div>
34	RESET GAS VALVE (IF AND WHERE DIRECTED) QUANTITY: 3 Units <u>Unit Price per Unit:</u> <div> <div>ONE HUNDRED FIFTY</div> <div>Dollars</div> </div> <div> <div>ZERO</div> <div>Cents</div> </div>	<div> <div>\$</div> <div>150.00</div> </div>	<div> <div>\$</div> <div>450.00</div> </div>
35	TREE REMOVAL, OVER 6" TO 12" DIAMETER QUANTITY: 6 Units <u>Unit Price per Unit:</u> <div> <div>SIX HUNDRED FIFTY</div> <div>Dollars</div> </div> <div> <div>ZERO</div> <div>Cents</div> </div>	<div> <div>\$</div> <div>650.00</div> </div>	<div> <div>\$</div> <div>3,900.00</div> </div>

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Item No.	Description & Unit Price in Words	Unit Price	Total Price
36	<p>TREE REMOVAL, OVER 12" TO 18" DIAMETER QUANTITY: 3 Units Unit Price per Unit:</p> <p><u>ONE HUNDRED FIFTY</u> Dollars <u>ZERO</u> Cents</p>	<p>\$ <u>950.00</u></p>	<p>\$ <u>2,850.00</u></p>
37	<p>TREE REMOVAL, OVER 18" TO 24" DIAMETER QUANTITY: 1 Unit Unit Price per Unit:</p> <p><u>ONE THOUSAND FIVE HUNDRED</u> Dollars <u>ZERO</u> Cents</p>	<p>\$ <u>1,500.00</u></p>	<p>\$ <u>1,500.00</u></p>
38	<p>TREE REMOVAL, OVER 36" DIAMETER QUANTITY: 2 Units Unit Price per Unit:</p> <p><u>TWO THOUSAND TWO HUNDRED</u> Dollars <u>ZERO</u> Cents</p>	<p>\$ <u>2,200.00</u></p>	<p>\$ <u>4,400.00</u></p>
39	<p>TOPSOIL SPREADING, 4" THICK QUANTITY: 1,990 Square Yards Unit Price per SY:</p> <p><u>TWELVE</u> Dollars <u>ZERO</u> Cents</p>	<p>\$ <u>12.00</u></p>	<p>\$ <u>23,880.00</u></p>
40	<p>FERTILIZING AND SEEDING, TYPE G QUANTITY: 1,990 Square Yards Unit Price per SY:</p> <p><u>FOUR</u> Dollars <u>ZERO</u> Cents</p>	<p>\$ <u>4.00</u></p>	<p>\$ <u>7,960.00</u></p>
41	<p>STRAW MULCHING QUANTITY: 1,990 Square Yards Unit Price per SY:</p> <p><u>ONE</u> Dollars <u>ZERO</u> Cents</p>	<p>\$ <u>1.00</u></p>	<p>\$ <u>1,990.00</u></p>

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Item No.	Description & Unit Price in Words	Unit Price	Total Price
42	<p>GREEN GIANT ARBORVITAE, 8'-9' HIGH, B&B QUANTITY: 50 Units Unit Price per Unit:</p> <p>SEVEN HUNDRED FIFTY Dollars ZERO Cents</p>	<p>\$ 750.00</p>	<p>\$ 37,500.00</p>
43	<p>BAR HARBOR JUNIPER, 15"-18" SPREAD, #2 CONTAINER QUANTITY: 10 Units Unit Price per Unit:</p> <p>ONE HUNDRED FIFTY Dollars ZERO Cents</p>	<p>\$ 150.00</p>	<p>\$ 1,500.00</p>
44	<p>ALLEGHANY, 30"-36" HIGH, #5 CONTAINER QUANTITY: 5 Units Unit Price per Unit:</p> <p>ONE HUNDRED TWENTY Dollars ZERO Cents</p>	<p>\$ 120.00</p>	<p>\$ 600.00</p>
45	<p>OTTO LUYKEN, 24"-30" HIGH, #5 CONTAINER QUANTITY: 11 Units Unit Price per Unit:</p> <p>ONE HUNDRED TWENTY Dollars ZERO Cents</p>	<p>\$ 120.00</p>	<p>\$ 1,320.00</p>
46	<p>MISS KIM LILAC, 24"-30" HIGH, #5 CONTAINER QUANTITY: 6 Units Unit Price per Unit:</p> <p>FIFTY Dollars ZERO Cents</p>	<p>\$ 50.00</p>	<p>\$ 300.00</p>

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47	GRAVITY WALL QUANTITY: 220 Linear Feet <i>Unit Price per LF:</i> <u>ONE HUNDRED FIFTY</u> Dollars <u>ZERO</u> Cents	\$ <u>150.00</u>	\$ <u>33,000.00</u>
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cms.

TOTAL BASE BID: \$ 753,414.00

TOTAL BASE BID IN WORDS: cms

SEVEN HUNDRED FIFTY THREE THOUSAND FOUR HUNDRED FOURTEEN Dollars

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

TOWNSHIP OF WEST WINDSOR
 CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B
 STOBBE LANE TO STEELE DRIVE
 WEST WINDSOR TOWNSHIP
 MERCER COUNTY, NEW JERSEY

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: CMS CONSTRUCTION INC.

By Authorized Representative: CANHOAS DASILVA

Signature: 

Print Name and Title: CANHOAS DASILVA / PRESIDENT

Date: 12/13/2022

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

BID BOND

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

CMS Construction, Inc.,
521 North Avenue, Plainfield, N.J. 07060

as Principal, and Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, Iowa 50306 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 Amount Bid
not to exceed \$20,000.00

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

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

Signed this, 13th day of December, 2022.

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

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STOBBE LANE TO STEELE DRIVE

WEST WINDSOR TOWNSHIP

MERCER COUNTY, NEW JERSEY

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.

CMS Construction, Inc.

Principal

BY: _____

Witness

MARIA PEREIRA

CARLOS DASILVA / President

Merchants Bonding Company (Mutual)

Surety

BY: _____

Angela M. Spina, Witness

Jeanne Primavera, Attorney-In-Fact

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

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.

WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

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

Merchants Bonding Company (Mutual)

Insurance Company,

Name

P.O. Box 14498, Des Moines, Iowa 50306-3498

Address

exists under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) Township of West Windsor
CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B STOBBE LANE TO STEELE DRIVE,
for (Project) TOWNSHIP OF WEST WINDSOR

is awarded to (Bidder) CMS Construction, Inc.

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.

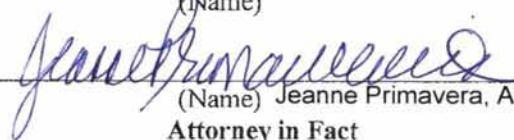
Signed, sealed and dated this 13th day of December, 20 22

Merchants Bonding Company (Mutual)

INSURANCE COMPANY

(Name)

By



(Name) Jeanne Primavera, Attorney-In-Fact

Attorney in Fact

Surety Disclosure Statement & Certification

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

Merchants Bonding Company (Mutual), surety on the attached bond, hereby certifies the following:

1. The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital (where applicable) 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 amount as of the calendar year ended December 31, 2021, which amounts have been certified by a certified public accountant.

Surety Company

Merchants Bonding Company (Mutual)

Capital and Surplus

\$228,189,593

Certified Public Accountant

KPMG, LLP

3. With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2022 is as follows:

Surety Company

Merchants Bonding Company (Mutual)

Underwriting Limitation

\$21,063,000

4. The amount of the bond to which this statement and certification is attached is \$ Ten percent (10%) of the amount bid not to exceed \$20,000.00
5. If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each contract of reinsurance:
 - a. That the name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

Reinsurer

Address

Amount

- b. Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 5.a. satisfies the credit for reinsurance requirements established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized officer or agent of each surety on the bond)

I, Jeanne Primavera, as Attorney-in-Fact of the Merchants Bonding Company (Mutual), a corporation organized under the laws of the State of Iowa, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statement are false, this bond is VOIDABLE.

Dated: December 13, 2022
(Month, Day, Year)

Jeanne Primavera
Signature

Jeanne Primavera, Attorney-in-Fact
Printed name and title



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Dec. 31, 2021
Admitted Assets	
Bonds	\$ 203,619,484
Common Stocks	74,716,979
Real Estate	11,814,510
Cash and Short-Term Investments	10,846,617
Other Invested Assets	2,021,215
Subtotal, Cash and Invested Assets	303,018,805
Investment Income Due and Accrued	1,022,008
Premiums in the Course of Collection	13,585,682
Amounts Recoverable from Reinsurers	4,170,217
Current Federal Income Taxes Recoverable	1,259,013
Receivable from Affiliate	12,672,157
Other Assets	12,574,516
Total Admitted Assets	<u>\$ 348,302,398</u>
Liabilities & Surplus	
Losses	\$ 12,784,709
Reinsurance Payable on Paid Losses and LAE	1,629,454
Loss Adjustment Expenses	12,444,960
Commissions Payable	3,322,641
Other Expenses	5,046,332
Taxes, Licenses, and Fees	548,748
Net Deferred Tax Liability	1,829,520
Unearned Premiums	59,627,263
Dividends Declared to Policyholders	5,333,964
Ceded Reinsurance Premiums Payable	3,361,677
Amounts Withheld for Others	14,183,537
Total Liabilities	120,112,805
Surplus	228,189,593
Total Liabilities and Policyholders' Surplus	<u>\$ 348,302,398</u>

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2021, to the best of my knowledge and belief.


Don Blum, CFO & Treasurer

3-1-2012
Date

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 34498
Des Moines, IA 50366-5498

toll free 800 478 8171
local 515 243 8171
fax 515 243 1854

email info@merchantsbonding.com
website merchantsbonding.com

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Dawn M Jones; Jeanne Primavera; Kenneth A Gelok

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of June, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of June 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of December, 2022.



William Warner Jr.
Secretary



PHIL MURPHY
Governor

State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE
PO BOX 325
TRENTON, NJ 08625-0325

MARLENE CARIDE
Commissioner

SHEILA OLIVER
Lt. Governor

TEL (609) 292-5360

May 01, 2022

Company Name: MERCHANTS BONDING COMPANY (MUTUAL)
Company Number: 99305697

RE: Certificate of Authority Distribution

As a result of our remote work initiative in response to COVID-19 the State of New Jersey Department of Banking and Insurance is delivering the Certificate of Authority for MERCHANTS BONDING COMPANY (MUTUAL) via email (please see below). Please see our website at <https://www.state.nj.us/dobi/covid/dobicontact.html> for more information.



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 01, 2022**

NAIC Company Code: **14494**

THIS IS TO CERTIFY THAT THE **MERCHANTS BONDING COMPANY (MUTUAL)**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2023, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

11 - Other Liability
13 - Fidelity and Surety



MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE

COMPANY NAME: MERCHANTS BONDING COMPANY (MUTUAL) NAIC COMPANY CODE: 14494

STATUTORY HOME ADDRESS:
6700 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

SPECIAL CONDITIONS:

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

LIST OF SUBCONTRACTORSTITLE OF BID: CRANBURY ROAD
SIDEWALK PROJECT
PHASE 2BNAME OF BIDDER: CMS CONSTRUCTION INC.

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

Plumbing and Gas Fitting and All Kindred Work:

Name _____ Phone # _____

Address _____

License Number _____

Electrical Work:

Name _____ Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:Name IN house Phone # _____

Address _____

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

Name _____ Phone # _____

Address _____

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

**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, CARLOS DASILVA of the Municipality of UNION in the County of
UNION 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.

CMS CONSTRUCTION INC.

Name of Contractor (Type or Print)

Rel [Signature] / PRESIDENT

Signature/Title

CARLOS DASILVA

(Type or Print Name of Affiant)

Subscribed and Sworn before me this

13th Day of DECEMBER, 2022

Notary Public

My Commission Expires 10/11/2024



CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: CMS CONSTRUCTION INC.

Name and address of Officers:

President: CARLOS DASILVA - 2719 COUTO CT. UNION, NJ 07083

Vice President: _____

Secretary: ACIOLI NETO - 41 LENTZ AVE. NEWARK, NJ 07105

Treasurer: MANA PEREIRA - 2719 COUTO CT. UNION, NJ 07083

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 24 YEARS

2. How many years' experience in this type of construction work has your organization had? 24 YEARS

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

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

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

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

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

CSDDFSFF



Owner	Address	Description	Amount	Completed date	Contact
County of Hunterdon	71 Main St Flemington NJ 08822	REPLACEMENT OF COUNTY BRIDGE C-32 PAYNE ROAD	\$1,824,264.50	Dec 18 2021	Robert Serrao P.E. 71 Main St Flemington NJ 08822 Phone 908.788.1227 rserrao@co.hunterdon.nj.us
Stoney Brook Regional Sewerage Authority	290 River Rd, Princeton, NJ 08540	Pennington WWTP Upgrade and Expansion	\$9,855,476.82	05/2021	Collin Ferguson P.E. 321 Wall St Princeton NJ 08540 609-454-4554
Madison-Chatham Joint Meeting	214 N. Passaic Avenue, Chatham, New Jersey 07928	Madison-Chatham Joint Meeting Facility Improvements 2018	\$7,514,529.19	05/2022	Felipe S. Contreras, P.E. 150 College Road West Suite 100 Princeton, NJ 08540 609.454.4568
City of Elizabeth	50 Winfield Scott Plaza Elizabeth NJ 07201	South St Flood Control	\$4,330,497	05/2021	Steven P. Rinaldi, PLS, 50 Winfield Scott Plaza Elizabeth NJ 07201 Phone 908.820.4278
Morris County 10 Court St Morristown NJ	10 Court St Morristown NJ 07960	Repla of bridge No. 1401-273	\$408,111	09/2021	Brian M. Caruso, P.E. Phone# 973-285-6986
Morris County 10 Court St Morristown NJ	10 Court St Morristown NJ 07960	Repla of Bridge No. 1400-918	\$288,336	04/2021	Brian M. Caruso, P.E. Phone# 973-285-6986

CMS Construction, Inc • 521 North Ave, Plainfield NJ 07060 • Phone: 973-297-0045 Fax: 973-718-4005 • Carloslos5@aol.com

Morris County 10 Court St Morristown NJ 07960	10 Court St Morristown NJ 07960	Repla of bridge No. 1400- 681 on Whitehead Rd	\$602,775	08/2021	Brian M. Caruso, P.E. Phone# 973-285-6986
Morris County 10 Court St Morristown NJ	10 Court St Morristown NJ 07960	Repla of Bridge No.1400- 720 on Mountainside Rd	\$769,931	05/2021	Brian M. Caruso, P.E. Phone# 973-285-6986
COUNTY OF MONMOUTH, NEW JERSEY	1 EAST MAIN STREET, FREEHOLD, NJ 07728	F BRIDGE U-38 ON HOLMES MILL ROAD OVER MIRY RUN	\$1,742,708.21	06/26/21	Matthew S. Gizzi, PE 1800 Route 34, Suite 101, Wall, NJ 07719 732.312.9885
North Jersey District Water Supply Commission	ONE F.A. ORECHIO DRIVE WANAQUE, NJ 07465	BRIDGE REPAIR AT STONETOWN ROAD & FAIRFIELD ROAD	\$140,000	Aug 2020	Margaret M. Maddalena 973 831-6241
New Jersey Water Supply Authority	1851 Route 31 Clinton, New Jersey 08809	Island Farm Weir Embankment	\$249,830	March 2021	Paul Harenberg, PE T 908-638-6121 x254
County of Somerset	20 Grove St Somerville NJ 08876	Replacement of Bridge #F1201 Douglas Rd	\$665,293.20	March 2021	Melanie E. Kowal 20 Grove St Somerville, NJ 08876 908-231-7025
Morris County 10 Court St Morristown NJ	10 Court St Morristown NJ 07960	Superstructure Repairs to Bridge No. 1400-904 on Old Beach Glen Rd	\$159,830	Dec 2020	Brian M. Caruso, P.E. Phone# 973-285-6986
Township of Livingston	357 S. Livingston Av Livingston NJ07039	Wardell Rd Pedestrian Bridge	\$223,212	August 2020	PETER D. CHANDLER, PE, 96 U.S. Highway 206, Suite 101, Flanders, NJ, 07836 973-398-1776
County of Morris	10 COURT ST MORRISTOWN NJ 07960	REPLACEMENT OF BRIDGE NO. 1400-808 ON MILL ROAD OVER WATNONG BROOK	\$1,057,125.30	July 2020	Brian M. Caruso, P.E. Phone# 973-285-6986
Borough of Flemington	38 Park Av Flemington, NJ 08822	Mainstreet & Streetscape (Bloomfield Avenue to Mine Street	\$1,207,507.50	February 2020	Robert Martucci, P.E. Martucci Engineering, LLC 49 East Main Street Flemington, New Jersey 08822 908-297-2422
County of Warren	165 County Route 519, South Belvidere, NJ 07823	Rehabilitation of Warren County Bridge #15017, County Route #519	\$887,710.24	October 2019	William G. Gleba, P.E., P.P. Phone 908-475-6545
Borough of Califon	39 Academy Street Califon, NJ 07830	Replacement of Island Park Bridge	\$454,023.00	November 2019	Thomas Aslanian 301 Gibraltar Dr. Morris Plain, NJ Phone 973-434-8306

Woodbridge Board of Education	428 School Street Woodbridge, NJ 07095	Woodbridge Indiana Ave. Drainage Improvements	\$71,820.00	October 2019	David Pereira 445 Godwin Ave. Suite 9 Midland park, NJ Phone 201-447-6400
Randolph Township	25 School House Rd Randolph, NJ 07869	New Water System at Center Elementary School	\$150,000.00	September 2019	Anthony Conte 439 Route 46 East Rockaway, NJ 07866 Phone 973-586-2400
County of Hunterdon	71 Main St Flemington NJ 08822	Reconstruction of culvert C- 67	\$436,090.50	May 2019	Frank Joseph Bell P.E 71 Main St Flemington, NJ Phone 908-788-1568
Township of Montgomery	2261 Rt. 206 Belle Mead NJ 08502	Riverside & Oxford WWTP consolidation Project	\$4,102,014.59	December 2018	Brian Friedlich, P.E. 321 Wall St Princeton, NJ 08540 Phone 609-924-8821 ext. 115
South Monmouth Regional Sewerage Authority	1235 18 th St Belmar NJ 07719	Outfall Access Structure	\$734,000.00	Jan 2019	Natalie Chesco 1235 18th Street Belmar NJ 07719 Phone 732-681-0611
Town of Randolph	502 Millbrook Ave Randolph NJ 07869	Butterworth III/MT. Freedom Pump Station	\$1,464,669	February 2019	Ralph Carchia, PE 502 Millbrook Ave Randolph NJ 07869 Phone 973-989-7100
City of Elizabeth	50 Winfield Scott Plaza Elizabeth NJ 07201	Marina site Remediation	\$384,696.55	November 2018	Steven P. Rinaldi, PLS, 50 Winfield Scott Plaza Elizabeth NJ 07201 Phone 908-820-4278
Bergen County	1 Bergen County Plaza Hackensack, NJ 07601	Maywood Ave Drainage Improvements	\$475,757.32	November 2018	Christos D. Kavvadas, P.E Tel 201-336-6774, Cell 201-364-2414
Township of Denville	1 St Mary's Place Denville NJ 07834	Muriel Hepner Park Pedestrian Bridge Replacement	\$222,400.00	December 2018	Mott MacDonald 412 Mount Kemble Ave Suite G22 Morristown NJ 07960 Samantha Anello, PE Phone 908 730 6000
US ARMY CORPS OF ENGINEERS, NEW YORK	26 FEDERAL PLAZA, RM 1843 NEW YORK NY 10278- 0090	Green Brook Flood Risk Management Project Segment B-3	\$8,435,086.63	JULY 2018	Paul Kara Administrative Contracting Officer US Army Corps of Engineers NJ Civil Works Office, Team Leader 225 S Lincoln Av Middlesex, NJ 08846 Cell: 732- 221-3428
County of Bergen	One Bergen County Plaza Hackensack NJ 07601	Priority bridge repair	\$18,500.00	July 2018	Joseph Andrew P.E One Bergen County Plaza Hackensack, NJ 07601-7076 Phone 201-336-7100

County of Somerset	20 Grove Street Somerville, NJ 08876	Washington Valley Boardwalk reconstruction	\$231,767.00	April 2018	Adam Bloom, P.E. 20 Grove Street Somerville, NJ 08876 Ph: 908-231-7018
City of Passaic	330 Passaic Street Passaic, NJ 07055	Mcdanolds Brook Flood control project Phase 3	\$1,000,311.00	JUNE 2017	Doris Dudek 330 Passaic Street Passaic, NJ 07055 Phone 973-365-5624
City of Passaic	330 Passaic Street Passaic, NJ 07055	Mcdanolds Brook Flood control project Phase 1&2	\$2,202,008.90	May 2017	Doris Dudek 330 Passaic Street Passaic, NJ 07055 Phone 973-365-5624
Hackettstown Municipal Utilities Authority	424 Hurley Dr, Hackettstown, NJ 07840	Water Pollution Control Plant Misc.	\$1,296,400.00	March 2017	Gannet Fleming Inc. One centennial Ave Piscataway NJ 08854 Stephen Lis Phone 908-239-1324
City of Elizabeth	50 Winfield Scott Plaza Elizabeth NJ 07201	01-15 Elizabeth Flood Control Project Levee and Basin Maintenance Contract S Seventh St to S First St	2,796,680.00	April 2017	City of Elizabeth 50 Winfield Scott Plaza Elizabeth NJ 07201 Steven P. Rinaldi Phone 908.820.4278
City of Elizabeth	50 Winfield Scott Plaza Elizabeth NJ 07201	Kenah Field Improvements	\$1,719,139.44	April 2017	City of Elizabeth 50 Winfield Scott Plaza Elizabeth NJ 07201 Steven P. Rinaldi Phone 908.820.4278
Bloomfield Township Board of Education	155 Broad St Bloomfield, NJ 07003	Bloomfield BOE pedestrian bridge at Bloomfield Middle school	\$216,033.00	March 2017	Parette Somjen Architects LLC 439 US Highway 46, Suite 4 Rockaway, New Jersey 07866 Bethany Brennan p 973 586 2400 x237
Township of Pequannock	530 Newark-Pompton Turnpike, Pompton Plains, NJ 07444	Boulevard Sidewalk Reconstruction II	\$140,644.00	September 2016	530 Newark-Pompton Turnpike Pompton Plains, NJ 07444 Joseph Golden, PE phone 973 835-5700 x188
City of Linden	301 North Wood Avenue Linden, NJ 07036	Reconstruction of Curbing and Sidewalk in Various Streets	\$45,400.00	November 2016	George Vircik P.E 301 North Wood Avenue Linden, NJ 07036 Phone 908-474-8634
Borough of Garwood	403 South Avenue Garwood, NJ 07027	Replacement of Concrete Sidewalk at Various location	\$78,340.00	August 2016	Christina M. Ariemma 403 South Avenue Garwood, NJ 07027 p. 908-789-0710

Morris Union Jointure Commission	340 Central Ave New Providence NJ 07974	Access Bridges Repair at Developmental Learning Center -Warren PSA Commission	\$459,000.00	October 2016	Parette Somjen Architects LLC 439 Route 46 East Rockaway, NJ 07866 Hae-An Chyun 973 586 2400 x228
City of Elizabeth	50 Winfield Scott Plaza Elizabeth NJ 07201	Miller Evans spray park	\$1,652,476.25	September 2016	Steven P. Rinaldi 50 Winfield Scott Plaza Elizabeth NJ 07201 Phone 908.820.4278
County of Morris	10 Court Street Morristown, NJ 07960	West Hanover Drainage Improvements	\$82,415.00	July 2016	Richard J. Johnson, PE 10 Court Street Morristown, NJ 07960 Phone 973.285.6752
Township of Piscataway	455 Hoes Lane Piscataway NJ 08854	Columbus park Improvements	\$776,252.40	September 2016	Henry Hinterstein P.E 455 Hoes Lane Piscataway NJ 08854 Phone 732-562-6560 hhinterstein@piscatawaynj.org
Bergen County Utilities authority	298 Mehrhof Rd, Little Ferry, NJ 07643	Primary Settling tanks no.5&6 Concrete repairs	\$124,725.00	June 2016	Alaimo Group 200 High St Mount Holly NJ 08060 Richard Drewes, P.E Phone 609-267-8310 x 261
Two Rivers water reclamation	1 Highland Avenue Monmouth Beach, NJ 07750	Pump Station No. 13 Meter Chamber and Bypass Connection	\$250,200.00	March 2016	PSANDS ENGINEERING 1433 HIGHWAY 34, BUILDING A WALL, NJ 07727 Frank Weisensee Phone 848-206-2639
Township of North Brunswick	710 Hermann Rd North Brunswick NJ 08902	Edly's Lane Pump Station Bypass Installation	\$254,446.39	February 2016	CME Associates 3141 Bordentown Ave., Parlin, NJ 08859 Tugba Akgun P. E Phone 732.727.8000
Township of Parsippany	1001 Parsippany Blvd Parsippany NJ	Improvements to Lake Parsippany Dike No.1	\$95,962.73	December 2015	Justin Lizza engineer 736 Parsippany Blvd Parsippany NJ phone 973-263-7266
County of Hunterdon	71 Main St Flemington NJ 08822	Site Improvements at County Communications & Emergency Services on Franklin	\$360,791.60	April 2016	Frank Joseph Bell P.E 71 Main St Flemington, NJ Phone 908-788-1568
City of Elizabeth	50 Winfield Scott Plaza Elizabeth NJ 07201	FY16 Demolition of the Structures located on 206 S. Second Street Elizabeth NJ	\$91,410.00	December 2015	City of Elizabeth 50 Winfield Scott Plaza, City Hall, ELIZABETH, NJ 07201 (908) 820-4000

City of Paterson	111 Broadway, 4th Floor Paterson, NJ 07505	Salt Storage for DPW	872,662.00	November 2015	Frederick J. Margon, P.E. 111 Broadway Paterson, NJ 07505 Phone 973-321-1320
Township of South Orange Village	76 South Orange Av South Orange NJ	2015 South Orange Curb & Sidewalk	\$162,030.65	December 2015	Ed Gulyas PE. 76 South Orange Av South Orange NJ Phone 973-378-7715 x 2266
Township of Little Falls	225 Main St Little Falls, NJ 07424	Improvements to William Street Pump Station	\$331,382.00	November 2015	H2M Architects + Engineers 139 Lafayette Av Suffern, NY 10901 Iqbal Ahmed PE Phone 845-3577238
Hunterdon County	71 Main St Flemington NJ 08822	Deck Replacement to County Bridge J-1, County Route 512 (Main St)	\$271,075.59	September 2015	Henry Wiczorek Phone 908-788-1530
Township of Maplewood	574 Valley Street Maplewood NJ 07040	FY 2015 Storm Drainage Improvements	\$151,252.42	August 2015	Rosanne Hochuli 574 Valley Street Maplewood, NJ 07040 Phone 973-762-8120
Borough of Raritan	22 First St Raritan NJ 08869	Southwick & Victoria Street Sidewalk Improvements	\$119,202.50	August 2015	Van Cleef Engineering Associates 755 Memorial Parkway Phillipsburg, NJ 08865 Shelly McGregor Phone 908-216-7027
Borough of Woodland Park	5 Brophy Lane Woodland Park NJ 07742	Desnagging of a portion of the Passaic River	\$125,000.00	August 2015	Alaimo Group Nordan Murphy, PE 2 Market Street, Paterson, NJ 0750 Phone 973.523.6200
Township of Millburn	375 Millburn Avenue Millburn NJ 07041	Drainage Improvements in various locations	\$91,467.50	July 2015	Martha C. Annoni, P.E. 375 Millburn Avenue Millburn NJ07041 Phone 973-564-7052
Township of Roxbury	1715 Route 46 Ledgewood, NJ 07852	Sediment Removal and Bank Stabilization to Unnamed Tributary to Succasunna Brook	\$107,998.50	July 2015	Melanie M. Michetti, P.E. 1715 Route 46 Ledgewood, NJ 07852 Phone 973) 448-2074
County of Passaic	401 Grand Street, Paterson, New Jersey 07505	Rehabilitation of Rea Ave Culvert	\$325,000	June 2015	Saad Ghattas Passaic County Principal Bridge Eng 401 Grand Street, Room 524 Paterson, New Jersey 07505 Phone 973 881-4564
City of Linden	301 North Wood Avenue Linden, NJ 07036	TRANSIT VILLAGE STREETSCAPE - PHASE	\$206,370.25	June 2015	George Vircik P.E. 301 North Wood Avenue Linden, NJ 07036 Phone 908-474-8634
County of Hunterdon	71 Main St	Replacement of Curb, Sidewalk & terrace	\$157,748.37	May 2015	Frank Joseph Bell P.E. 71 Main St Flemington ,NJ

	Flemington NJ	improvements to various county buildings				Phone 908-788-1568
Middlesex County	333 Townsend St New Brunswick NJ	Joseph Medwick County Park Superstorm Sandy Repairs	\$118,280.00	April 2015		John Freeman, P.E One Industrial Way West Eatontown, NJ 07724 Phone 732) 389-0220 x. 253
Township of Denville	1 S. Mary's Pl Denville NJ	Rockaway River water course cleaning phase II	\$83,130.65	April 2015		Samantha J. Anello, EIT 412 Mt. Kemble Avenue, Morristown, NJ T 908-730-6000
Township of Denville	1 S. Mary's Pl Denville NJ	Rockaway River water course cleaning	\$145,871.00	March 2015		Samantha J. Anello, EIT 412 Mt. Kemble Avenue, Suite G22, Morristown, NJ T 908-730-6000 D 908-238-5032
Plainfield Area Regional Sewerage authority	200 Clay Ave Middlesex Borough NJ	Administration Building Floor Replacement	\$162,071.30	March 2015		Johnson, Mirmiran & Thompson, Inc. 1200 Lenox Drive Trenton, NJ 08648 Daniel Madden P.E phone 609-313-1528
City of Elizabeth	50 Winfield Scott Plaza Elizabeth NJ 07201	River Flood Control Project Levee Maintenance Contract	\$1,181,505	APRIL 2015		Peter Ripkey, PE Hatch Mott MacDonald 111 Wood Avenue South Iselin, NJ 08830-4112 T 973-912-2584
Union County Utilities Authority	1499 Route 1 & 9 North Rahway, NJ 07065	Boardwalk Rehabilitation	\$240,210.00	April 2015		Kyle Buzby P. E 3141 Bordentown Ave., Parlin, NJ 08859 Phone 732.727.8000
County of Hunterdon	PO Box 2900 Flemington NJ	Sanitary Sewer Grinder at the Hunterdon county Correctional Facility	\$178,865.00	December 2014		Frank Joseph Bell P.E PO Box 2900 Flemington, NJ Phone 908-788-1568
Hunterdon Central Regional High School	84 route 31 Flemington NJ	Site improvements and erosion control	\$228,559.82	September 2014		FVHD Architects-Planners 1515 LOWER FERRY RD Trenton NJ George Michael P.E phone 609-883-7101
Township of South Orange Village	76 South Orange Av South Orange NJ	Rahway River Restoration – east Branch River Cleaning	\$275,000.00	September 2014		Ed Gulyas PE 76 South Orange Av South Orange NJ Phone 973-378-7715 x2266

State of New Jersey Dept. of Transportation	Trenton NJ	DOT Multi-Crew repair of Exterior Wall Jersey City Maintenance Facility	\$29,700.00	July 2014	Ronald A. Sebring Associates, LLC David Clark P.E 405 Richmond Av Point Pleasant Beach, NJ Phone 732-701-9444 x 29
Montclair Board of Education	22 Valley Rd Montclair NJ	Repair of Amphitheater Bridges at the High School	\$89,964.22	July 2014	Richard Rigolo P.E 151 GROVE STREET AT ROUTE 46 Clifton NJ Phone 973-779-8864
City of Summit	512 Springfield Av Summit NJ	Salt Brook Stabilization Project	\$297,205.00	May 2014	Finelli Consulting Engineers, Inc. Dawson M. Bloom, PE 205 Route 31 North Washington, NJ 07882 Cell (973) 461-9513
Ramapo College	505 Ramapo Valley Rd Mahwah NJ	Salameno school AIS Renovation	\$457,605.75	December 2013	Cambridge Construction Management Peyton Riley P.E Cell 908-546-9852 97 Grayrock Road, Clinton, NJ
Borough of Frenchtown	29 Second Street Frenchtown, NJ 08825	Kingwood Av Bridge Sanitary sewer support pier	\$43,665.00	November 15 2013	Van Cleef Engineering Robert J cleric 1128 Route 31 Lebanon, NJ Phone 908-735-9500
Oakland board of education	315 Ramapo valley Rd Oakland NJ	Drainage Improvements at Heights School	\$109,500.00	November 2013	LAN ASSOCIATES Eric Boe PE, 445 Godwin Av Midland Park NJ Phone 201-805-1229
Township of Union	140 Perryville RD Hampton NJ	Stream Embankment stabilization	\$55,600.00	November 2013	Van Cleef Engineering Robert J. Clerico P.E 1128 Route 31 Lebanon NJ Phone 908-735-9500
Delaware Township	570 Rosemont-Ringoes Rd Sergeantsville Nj 08530	Stream Bank Restoration Grafton Rd	\$110,710.00	October 2013	Maser Consulting William Burr P.E 53 Frontage Rd Suite 120 Clinton NJ Phone 973-238-0900

Delaware Township	570 Rosemont-Ringoes Rd Sergeantsville Nj 08530	Stream Bank Restoration Lower creek	\$116,070.00	October 2013	Maser consulting William Burr P.E 53 Frontage Rd Suite 120 Clinton NJ Phone 973-238-0900
City of Garfield	111 Outwater Ln Av Garfield NJ	Reconstruction of Courtyard wall Police dept.	\$161,830	August 2013	Daniel Dressel RA> 19 Edstan Drive Moonachie NJ phone 201-370-6293 Maser Consulting Mark Demareski P.E 360 Elkwood Ave New Providence Phone C: 908.310.0005
Borough of New providence	360 Elkwood Ave New Providence NJ	Rehabilitation of clarifier	\$247,889.00	07/17/2013	T& M associates Keith Muller P.E 11 Tindall Rd Middletown NJ 07748 Phone 732-241-6539
Township of Union	1976 Morris Ave Union NJ	Vauxhall branch & Rahway river stream cleaning	\$648,912.20	April 1 2013	

Township of Holland	61 Church Rd Milford NJ	Drainage improvements to upper oak lane	\$45,000	January 2013	Maser Consulting William H. Burr P.E 53 Frontage Road Clinton, NJ phone 908.310.9003
Park Ridge BD of education	85 Pascack Rd Park Ridge NJ	Parking lot and Grading Plan	\$138,000	January 2013	John DeThomasis 587 Getty Avenue Clifton, NJ phone 973-772-1553
Township of Newton	39 Trinity ST Newton NJ	Impro to emergency spillway of Paulins kill dam	\$46,055.00	October 2012	HAROLD E. PELLOW & ASSOCIATES, INC. David B. Simmons 17 Plains Rd Augusta NJ Phone 973-948-6463
Middlesex County utilities authority	2571 main St Sayreville NJ	Pasteurizer area improvements	\$189,000.00	December 2012	R3M Engineering Greg Brady, P.E. 1405 Route 18, Suite 208 Old Bridge, N.J. 08857 Phone: 732-679-7100

Oakland board of education	315 Ramapo valley Rd Oakland NJ	Drainage improvements at dogwood hill elementary high school	\$34,000	August 2012	Lan Associates Eric Boe PE, 445 Godwin Av Midland Park NJ Phone 201-805-1229 Bill Smith Site Manager 908-239-6989
Bernard's Township Board of Education	101 Peachtree Road Basking Ridge, NJ 07920	Cedar Hill and William Annin Schools drainage impro	\$70,710.00	August 2012	
Passaic Valley Regional High School	170 Main St little Falls NJ	Passaic Valley HS/Site Improvement	\$181,000.00	August 2012	Angel J. Cabello P.E 445 Godwin Ave Midland Park NJ Phone 201-978-4526
City of Perth Amboy	375 New Brunswick Ave, Perth Amboy, NJ 08861	Drainage improvements	\$146,431.00	June 5 2012	Ken Pillik Engineer 481 Spotswood Englishtown Monroe township NJ Phone 732-605-9440 KPILLIK@FEISTENGINEERING.COM
Borough of Florham Park	111 Ridgedale Av Florham Park NJ	Improvements to Emmet park- bituminous path access road	\$146,899.64	December 2011	Michael Sgaramella, P.E. 111 Ridgedale Av Florham Park NJ Phone : 973-410-5473
Township of Teaneck	818 Teaneck Rd Teaneck NJ	Greenbelt Walkway improvements	\$253,200.00	April 20 2012	Charles J. McKEARNIN, P.E 818 Teaneck Rd Teaneck NJ 07666 Phone 201-837-1600 Ext 1700
Bergen County Technical Schools	327 E. Ridgewood Av Paramus NJ	Rehabilitation of foot bridge	\$26,250.00	April 13 2012	ALEXANDER M. ITKIN P.E 777 Chestnut Ridge Rd Chestnut NY 10977 Phone 845-352-0411
Borough of North Haledon	103 Overlook Ave north Haledon NJ	Concrete repair at holding tank #3 appurtenant walkway	\$127,300.00	02/10/2012	Joseph A. Pomante P.E. Engineer 330 Philips Ave P.O Box 3152 South Hackensack NJ Phone 201-641-0770
Township of East Brunswick	Federal Rd East Brunswick	Erosion Control and Headwall	\$136,000.00	February 2012	KEITH T. KIPP Engineer 1 Civic Center Drive East Brunswick, NJ 08816 Phone 732-390-6870
town of Parsippany	Mount Tabor NJ	reconstruction of retaining wall	\$107,785.00	November 17/2011	Justin Lizza engineer 736 Parsippany Blvd Parsippany NJ phone 973-263-7266

BOROUGH OF SADDLE RIVER	BAYBERRY DRIVE CULVERT	restoration at bayberry drive culvert	\$56,226.00	OCTOBER 2011	MARTIN K. SPENCER PE Engineer 86 E. Allendale Rd Saddle River, NJ Phone 201.934.0300 or C 973.725.1205
Waldwick board of education	Crescent elementary school	Concrete bridge repair	\$61,750.00	August 2011	Ralph Greco Engineer 30 Galesi drive, west wing Wayne, NJ Phone 973-256-0202
BOROUGH OF ROSELLE	Roselle Nj	Chestnut Street Culvert Upgrades	\$89,016.90	June 2011	Carl P. O'Brien, P.E. 200 Valley Road Suite 400 Mt. Arlington, NJ phone 973.398.3110 X 104 Cell 908-797-8100
Township of WEST CALDWEL	WEST CALDWELL NEW JERSEY	Barrier Free and ADA Compliant Walkway	\$21,976.05	APRIL 2011	ADALBERT B. ALBU Engineer 1019 Bloomfield Av Suite 2A West Caldwell NJ Phone 973-808-1977
Town of Westfield	Memorial park Westfield NJ	Turf and drainage improvements	\$53,625.00	March 2011	John J. Sabol Landscape Architect 27 Bleaker Street Millburn, New Jersey Phone 973-379-3400 or 973.912.2454
Township of Knowlton	Columbia NJ	Paulins kill trail extension	\$125,798.80	November 2010	Nevitt S Duveneck Engineer 205 Route 31 N. Washington, NJ Phone 908-835-9500
County of Middlesex	New Brunswick /Piscataway NJ	Repair of bridge 3-b-170 landing lane over Raritan river	\$89,396.21	08/11/2010	Ronald M. Sendne P.E Engineer 333 Townsend St New Brunswick NJ phone 732-745-3283
Borough of Princeton	Bayard lane Princeton NJ	Bayard lane sidewalk improvements	\$63,791.30	09/16/2010	Robert K. Pagan ass Engineer 1 Monument Drive Princeton Township, NJ phone 609-497-7634
Township of fort lee	1403 Teresa Dr fort lee NJ 07024	Exterior concrete stairways walkways and storm drainage	\$39,998.17	06/2009	Lawrence H, Skott Engineer 550 North Maple Av Ridgewood NJ Phone 201-947-7400

Borough of Fanwood	75 north martin Ave Fanwood NJ	Retaining wall replacement	\$21,700.00	June 2010	John Borinski Engineer 1200 Lenox Drive, Suite 101 Trenton, NJ phone 609-512-3900
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CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

If so, where and why? _____

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

If so, where and why? _____

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

If so, where and why? _____

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

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
	<u>SEE ATTACHED</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.

\$ 10,000,000.00

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

SEE ATTACHED

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

Work In Progress Schedule

Contractor: CMS Construction

Status as of (Date): 11/10/2022



Owner / Oblige	PROJECT DESCRIPTION	CONTRACT AMOUNT	BILLINGS TO DATE	REMAINING AMOUNT	COMPLETION DATE
County of Mercer	Replacement of County Bridge 415.2	\$ 2,238,003.00	\$ 909,608.00	\$ 1,328,395.00	3/30/2023
East Orange Water Commission	Block 650, Lot 32 Detention Basin & Storm Sewer	\$ 1,287,695.00	\$ 818,460.56	\$ 469,234.44	10/30/2022
Borough of Haddonfield	Atlantic Avenue Outfall Replacement	\$ 255,220.00		\$ 255,220.00	2/28/2022
Township of West Amwell	Swan Creek Tributary Stream Bank Stabilization	\$ 291,399.00		\$ 291,399.00	12/15/2022
City of Lambertville	Tropical Ida Restoration Projects for Swan Creek	\$ 291,140.00		\$ 291,140.00	12/30/2022
North Hunterdon-Vorhees School District	Site Improvements at High School	\$ 769,330.00	\$ 585,000.00	\$ 184,330.00	10/15/2022
City of Newark	Cedar Grove Reservoir	\$ 565,500.00	\$ 461,022.86	\$ 113,697.00	9/30/2022
City of Newark	Rehab of Various Structures Contract #2021-03	\$ 892,424.00		\$ 892,424.00	3/30/2023
TOWNSHIP OF PLAINSBORO	MILL POND PARK IMPROVEMENTS	\$ 359,186.00	\$ -	\$ 359,186.00	3/30/2023
City of Newark	Meadowlands Pump Station - Slide Gate Replacement	\$ 822,000.00	\$ -	\$ 822,000.00	11/30/2022
Township of Millburn	Slayton Pump Station Improvements	\$ 1,066,727.00	\$ 1,012,879.00	\$ 53,848.00	11/30/2022
Two Rivers Water Reclamation Authority	Solids Handling Building & Sludge Storage Tanks	\$ 2,502,000.00	\$ 2,217,000.00	\$ 285,000.00	9/30/2022
Township of Maplewood	Duck Pond Pedestrian Bridge Repair	\$ 201,800.00		\$ 201,800.00	10/30/2022
Middlesex County	Rehab of Bridge 3-B-146 Burnet St.	\$ 2,431,924.00	\$ 955,390.00	\$ 1,476,534.00	2/28/2023
City of East Orange	Central City Parking Garage Deck	\$ 2,255,431.00	\$ 2,024,316.00	\$ 231,115.00	9/30/2022
Borough of Haledon	REHABILITATION OF MOLLY ANN PUMP STATION	\$ 1,380,000.00		\$ 1,380,000.00	6/30/2023
City of Newark	Meadowlands Pump Station - Slide Gate	\$ 822,000.00	\$ -	\$ 822,000.00	3/30/2023
County of Passaic	Replacement of Pennington Avenue Culvert	\$ 697,007.40		\$ 697,007.40	4/30/2023
Township of Mahwah	Hearstone Pumping Station Improvements	\$ 592,965.00	\$ 400,000.00	\$ 192,965.00	10/31/2022
		\$ 19,721,751.40	\$ 9,383,676.42	\$ 10,468,314.05	



Oct 20,2022

List of equipment and/or vehicles owned

EQUIPMENT TYPE	VIN NUMBER/SERIAL	DESCRIPTION	MAKE	YEAR
TRUCK	1XKDP4EXXDJ336303	DUMP TRUCK	KENWORTH T800W	2013
TRUCK	1HTSDAAM7XH60330	DUMP TRUCK	INTERNATIONAL	1999
TRUCK	4V5KC9GHX2N332050	DUMP TRUCK	VOLVO	2002
TRUCK	4V5KC9GHX12N332051	DUMP TRUCK	VOLVO	2002
TRUCK	JALC4B16777003493	DUMP TRUCK	ISUZU	2007
TRUCK	3NKIMHD7X9WF759341	DUMP TRUCK	KENWORTH T300	1998
TRUCK	1HTMKAAN33H562947	DUMP TRUCK	INTERNATIONAL 440	2003
TRUCK	4V5KC9GH04355565	DUMP TRUCK	VOLVO	2004
TRUCK	1HSJKTLR3DJ300326	TOWMOTOR	CATERPILLAR CT 660	2013
TRUCK	1M1AA13Y52W144393	CH6	MAC	2002
TRUCK	1M2P270C2TM027284	DUMP TRUCK	MACK	1996
TRUCK	4V5K99GH76N409588	DUMP TRUCK	VOLVO	2006
TRUCK	J8DB4B1H7M7000585	DUMP TRUCK	DUMP GMC	1991
TRUCK	1NKDXBTXBT77J179304	DUMP TRUCK	KENWORTH T800	2207
EXCAVATOR	FF01SCQ071002	TRACKED EXCAVATOR	HITACHI ZX135US	2008
UTILICORP PILE HAMMER	1HTSCAAP1YH268086	PILE HAMMER	INTERNATIONAL	2000
FORKLIFT	AT29C0094	FORKLIFT	CATERPILLAR	2013
VIBRATORY ROLLER	194569	VIBRATORY ROLLER	INGERSOLL-RAND	2007
CRAWLER TRACTOR	CAT0D5KVKY202718	CRAWLER TRACTOR	CATERPILLAR	2017
PILE DRIVER EXTRACTOR	CAT0329EEPLW00635	329EL HYDRAULIC EXCAVATOR	CATERPILLAR	2012
ROLLER	CATCB34BC42300289	TANDEM VIBRATORY ROLLER	CATERPILLAR	2015
PAVER	46633	ASPHALT PAVER	LEE-BOY L8510T	2006
EXCAVATOR	1FF027DXJCG257406	MINI EXCAVATOR	JOHN DEERE 27D M	2013
EXCAVATOR	AKY522698	MINI EXCAVATOR 324	BOBCAT	2913

EXCAVATOR	YMRVIO17PFYJA0574	VI017A MINI EXCAVATOR	YANMAR	2008
EXCAVATOR	CAT03018VBFA04035	301.8 MINI EXCAVATOR	CATERPILLAR	2005
EXCAVATOR	528911587	442C MIDI EXCAVATOR	BOBCAT	2007
EXCAVATOR	AETB12655	E80A MIDI EXCAVATOR	BOBCAT	2013
SKID STEER	CAT0246DABYF01463	246D SKID STEER LOADER	CATERPILLAR	2015
TRACK LOADER	CAT0299DLJST00770	299DXHP 2 SPED HIGH FLOW COMPACT TRACK LOADER	CATERPILLAR	2014
TRACK LOADER	CAT0299DCFD200949	299D2 2 SPD COMPACT TRACK LOADER	CATERPILLAR	2016
TRACK LOADER	CAT0289CTJMP00551	289C 2 SPD H FLOW COMPACT TRACK LOADER	CATERPILLAR	2009
FORKLIFT	16805	8FGCU30 5120 LB FORKLIFT	TOYOTA	2012
SKID STEER LOADER	CAT0246DHBYF01806	246D SKID STEER LOADER	CATERPILLAR	2015
EXCAVATOR	CAT0313FAGJD00390	313FLGC HYDRAULIC EXCAVATOR	CATERPILLAR	2016
EXCAVATOR	CAT0312ELPZL00303	312E HYDRAULIC EXCAVATOR	CATERPILLAR	2013
EXCAVATOR	B34T12121	E85 MIDI EXCAVATOR	BOBCAT	2015
DUMP TRUCK	1DW250DXPEE664848	250D SERIES II 6X6 ARTICULATED DUMP TRUCK	JOHN DEERE	2015
EXCAVATOR	K6J5-1095	LX330 EXCAVATOR	LINKBELT	2008
DUMP TRUCK	1NKDXBTX77J179304	DUMP TRUCK	KENWORTH	2007
EXCAVATOR	PC2700LR-8S/N A87080	EXCAVATOR	KOMATSU	2007

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**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:

ATTACHED

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

Name Insurance Company,

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
COUNTY OF UNION : SS:

I, CANHOS DASILVA of the (City, Town, Township, Borough, etc.)
of UNION in the County of UNION 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 CMS CONSTRUCTION INC.
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 CMS CONSTRUCTION INC. 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:

CMS CONSTRUCTION INC.
(Name of Bidder)

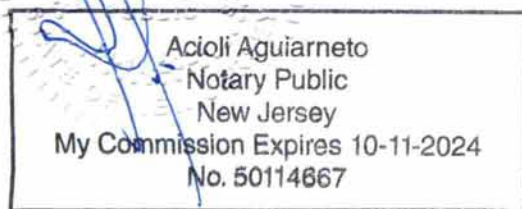
[Signature]
(Also type or print name of affiant under signature)
CANHOS DASILVA

Subscribed and sworn to before me this

13th day of DECEMBER, 20 22.

Notary Public of

My commission expires 10/11/2024.



CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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: CMS CONSTRUCTION INC.

Organization

Address: 521 NORTH AVE. PLAINFIELD, NJ 07060**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.)**

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
CARLOS DASILVA 100%	2719 COULT CT. UNION, NJ 07083

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.**

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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):	CARLOS DASILVA	Title:	PRESIDENT
Signature:		Date:	12/13/2022

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**(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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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;

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

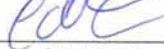
EXHIBIT B (Cont.)

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.

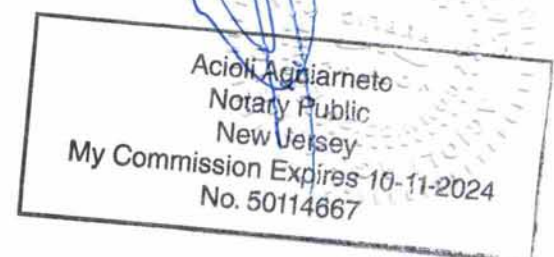
The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(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
CARLOS DASILVA

Signed, sealed and delivered
in the presence of

(Notarized)



CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**AGREEMENT**

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

W I T N E S S E T H:

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

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B STOBBE LANE TO STEELE DRIVE**. Performance by the Contractor is to be completed not later than **111** 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 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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**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.

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

that the union is not referring minority and women workers consistent with the applicable employment goal.

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

- (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, said Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the Contractor or Subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or Subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

- (D) The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Section 7. Acknowledgement of compliance with Section 11 of Chapter 150 of the Public Laws of 1963 (C.34:11-56.35 et seq.)

Contractor hereby acknowledges its duty to comply with C.34:11-56.35 as amended by P.L. 2019 c.158. This statute allows the Commissioner of Labor and Workforce Development to immediately issue a stop-work order if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the General Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order. Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

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

Section 8. Furnishing of Maintenance Bond.

The Contractor shall be obligated to provide a maintenance bond to the Township following the completion of services under this contract, pursuant to the bid specifications.

Section 9. Liquidated Damages.

In the event of the failure of the Contractor to fulfill its obligations hereunder within the time stated herein, the Contractor shall be liable to the Township in the sum of *Three Hundred Dollars (\$300.00) 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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

Section 10. General Conditions.

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

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

ATTEST:

TOWNSHIP OF WEST WINDSOR

Gay Huber
Township Clerk

By: _____

Hemant Marathe, Ph. D.
Mayor

By: _____

Contractor

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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 13th day of DECEMBER, 2022

as a binding act in deed of

CMS CONSTRUCTION INC.

Name of Organization



Authorized Signature & Title

CARLOS DASILVA / PRESIDENT

Print Authorized Signature Name & Title

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

This PREVAILING WAGE AFFIDAVIT is signed this 13th day of

December, 20 22

as a binding act in deed of

CMS CONSTRUCTION INC.

Name of Organization

[Signature]

Authorized Signature & Title

CANHOAS DASILVA / PRESIDENT

Print Authorized Signature Name & Title

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

**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 Oblige, 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 Oblige 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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

**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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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)

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

CONTRACTOR'S AFFIDAVITSTATE OF: NEW JERSEYCOUNTY OF: UNION

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

CARLOS DASILVA

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

Of CMS CONSTRUCTION INC.
(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

CRANBURY ROAD SIDEWALK PROJECT
(Project)

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


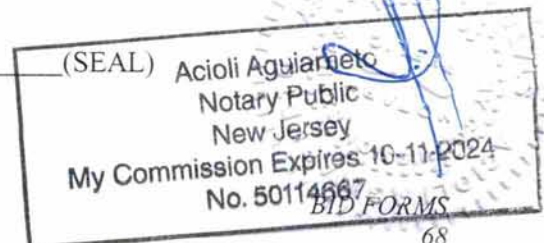
ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: NEW JERSEY

SS:

COUNTY OF: UNIONOn this 13th day of DECEMBER 2022, before me personally cameand appeared CARLOS DASILVA to me known, who,being by me duly sworn, did depose and say that he resides at UNION

_____ and
that he is the PRESIDENT of CMS CONSTRUCTION INC.
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.


CARLOS DASILVA

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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)

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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
remit, 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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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)

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

05/02/19

Taxpayer Identification# 223-588-427/000

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

CMS CONSTRUCTION INC.

ADDRESS:

**521 NORTH AVENUE
PLAINFIELD NJ 07060**

EFFECTIVE DATE:

06/11/98

TRADE NAME:

SEQUENCE NUMBER:

0715444

ISSUANCE DATE:

05/02/19



Director
New Jersey Division of Revenue

FORM BRC

(04-08), D205846V

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

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

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

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

Name	Not Registered	Registration Number
Bidder <u>CMS CONSTRUCTION INC.</u>	_____	<u>669103</u>
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn

Before me this 13th day
of December 20 22.

Notary Public of NJ

My Commission Expires 10/11/2024

[Signature]

Signature

CARLOS BASILLA / President

Name and Title
(type or print)

Acioli Aguiarneto
Notary Public
New Jersey
My Commission Expires 10-11-2024
No. 50114667

Certificate Number
669103

Registration Date: 02/25/2021
Expiration Date: 02/24/2023



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):

Carlos Dasilva, President

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

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

CMS Construction Inc.
2021

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

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

SHEILA OLIVER
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges CMS CONSTRUCTION INC. as a Category 3 & 5 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application



Peter Lowicki
Deputy Director

Issued: 1/14/2021
Certification Number: A0136-00

Expiration: 1/14/2024

April 7, 2020

Mr. Carlos DaSilva
President
CMS Construction, Inc.
521 North Avenue
Plainfield, NJ 07060

Re: Small Business Enterprise (SBE) Certification
Category: Construction
Specialties: Concrete & Structural Steel/Bridge Painting
Range: A - Up to \$500,000

Dear Ms. DaSilva:

We are pleased to inform you that The Port Authority of NY & NJ has re-evaluated your business and continues to be eligible to participate in the agency's Small Business Enterprise (SBE) Program. **CMS Construction, Inc.**, is currently qualified in the construction specialties and range noted above and remains in the Port Authority's on-line directory of certified SBEs, which can be accessed at: <https://panynj.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory>.

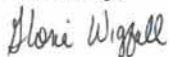
However, the firm's updated construction references are under review by our Engineering Department. If as a result, there are changes to **CMS Construction Inc.**, qualification status, you will be notified under a separate letter.

Please be advised that we periodically review all certifications and reserve the right to decertify any firm that no longer meets our guidelines. You must notify the Office of Business Diversity & Civil Rights in writing within 30 days of any significant changes to your business. These include, but are not limited to, a change of officers, directors, location and business name. Failure to advise us of these changes can result in decertification of your business.

This certification will remain in effect for three years or until April 7, 2023 after which you must submit a recertification application with supporting documentation. The application can be accessed from our website: www.panynjSD.com.

If you have any questions regarding your certification, you may contact me at (201) 395-3949 or via email at gwigfall@panynj.gov.

Sincerely,



Gloria Wigfall
Certification Analyst
Office of Business Diversity & Civil Rights



State of New Jersey

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

SHEILA OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED *under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges CMS CONSTRUCTION INC. is a MBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46..

This registration 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 SAVI that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior to the expiration date of this certification.



Peter Lowicki
Deputy Director

Issued: 4/27/2020

Certification Number: A0107-31

Expiration: 4/27/2023

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-MAY-2016 to 15-MAY-2023

CMS CONSTRUCTION, INC.
521 NORTH AVE.
PLAINFIELD

NJ 07060



Ford M. Scudder

FORD M. SCUDDER
Acting State Treasurer

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Home Improvement Contractors

HAS REGISTERED

CMS CONSTRUCTION INC.
Carlos M Dasilva
521 NORTH AVE
Plainfield NJ 07060

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Home Improvement Contractors
HAS REGISTERED
CMS CONSTRUCTION INC.
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

SIGNATURE

[Signature]
ACTING DIRECTOR

13VH05092600
License/Registration/Certificate #

01/25/2022 TO 03/31/2023

VALID

[Signature]
Signature of Licensee/Registrant/Certificate Holder

13VH05092600

LICENSE/REGISTRATION/CERTIFICATION #

[Signature]
ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:

Home Improvement Contractors
P.O. Box 45016
Newark, NJ 07101

PLEASE DETACH HERE

CMS CONSTRUCTION INC.

EXPIRATION DATE 2023

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS **13VH 05092600**. PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

Home Improvement Contractors
P.O. Box 45016
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW.

YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC.

HOME ☐

BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

PRINT YOUR NEW MAILING ADDRESS BELOW.

YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
CORRESPONDENCE.

HOME ☐

BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be
within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

CMS CONSTRUCTION, INC.
521 NORTH AVENUE
PLAINFIELD, NJ 07060

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
\$15,000,000	C009 -GENERAL CONSTRUCTION/ALTER.& ADDITIONS C056 -SEWER PIPING & STORM DRAINS C054 -SITE WORK	05/06/2021 05/06/2021 05/06/2021	05/05/2023

- 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 http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.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 DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](#).



July 28, 2022

Carlos DaSilva
President
CMS Construction, Inc.
521 North Avenue
Plainfield, NJ 07060

Re: Minority Business Enterprise (MBE) Certification
Type: Construction
Specialties: Concrete - Sitework – Structural Steel/Bridge Painting
Range: A – up to \$500,000

Dear Carlos DaSilva:

We are pleased to inform you that The Port Authority of NY & NJ has re-evaluated your business and determined that it continues to be eligible to participate in the agency's Minority Business Enterprise (MBE) Program **CMS Construction, Inc.**, is currently qualified in the construction specialties and range noted above and remains in the Port Authority's on-line directory of certified MWBEs, which can be accessed at:

<https://panynj.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory>.

Please be advised that we periodically review all certifications and reserve the right to decertify any firm that no longer meets our guidelines. You must notify the Office of Business Diversity Equity and Inclusion in writing within 30 days of any significant changes to your business. These include, but are not limited to, a change of officers, directors, location, and business name. Failure to advise us of these changes can result in decertification of your business.

This certification will remain in effect for five years or until July 28, 2027, after which you must submit a recertification application with supporting documentation. The application can be accessed from our Web site:

www.panynjSD.com

If you have any questions regarding your certification, you may contact me at (201) 395-3932 or via email at latkinson@panynj.gov

Sincerely,

Lavar Atkinson

Lavar Atkinson
Certification Analyst
Office of Business Diversity Equity and Inclusion



Please be sure to add panynj@diversitysoftware.com - our official system email address- to your safe sender list so you don't miss any messages from us.



STATE OF NEW JERSEY

SCHOOLS DEVELOPMENT AUTHORITY

32 EAST FRONT STREET
P.O. BOX 991
TRENTON, NJ 08625-0991

CONTRACTOR NOTICE OF PREQUALIFICATION

for
CMS Construction, Inc.
521 North Avenue
Plainfield, NJ 07060

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 19, 2021

Expiration Date: May 5, 2023

Aggregate Limit: \$15 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 checked="" 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 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 type="checkbox"/> Road Construction & Paving	<input type="checkbox"/> Museum Exhibits
<input 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>



State of New Jersey
DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

NOTICE OF CLASSIFICATION
CMS CONSTRUCTION, INC.

August 30 2022

Identification Number: 22-3588427

CMS CONSTRUCTION, INC.
521 NORTH AVENUE
PLAINFIELD, NJ 07060

Dear Sir/Madam,

In accordance with Title 27:7-35 et seq., and Regulation of the New Jersey Department of Transportation, you are hereby notified that your firm has been CLASSIFIED by the New Jersey Department of Transportation. Please see ATTACHMENT A for your firm's assigned financial capability, work classification(s), and project rating(s).

Your firm's financial capability is based on (net working capital or (Net Worth x 15) + (net book value of construction equipment, less the value of any outstanding loans x 15) + (unsecured lines of credit in accordance with the Questionnaire x 7) as determined by the Department from the information your firm submitted for the Close of Business on 12/31/2021. Please see ATTACHMENT B for explanation.

Your firm's financial capability is defined as the dollar threshold on the maximum of a project rating, which is assigned by the Department pursuant to N.J.A.C. 16:44-3.6 upon examination of the contractor's Questionnaire and financial statement submitted in accordance with this chapter. Project Rating is defined as the maximum dollar amount that a Contractor shall be allowed to bid in a particular work type on and individual project.

This CLASSIFICATION will be effective on 8/24/2022 and will expire on 6/30/2023

This denotes your maximum financial capability and project rating(s) are limited to no greater than \$10,000,000 since your firm has chosen to submit a CPA review of your financial statements

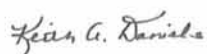
Bid will only be accepted from a contractor classified with the Department pursuant to N.J.A.C. 16:44-3. Bids will only be accepted from a contractor who has been classified in at least one of the work classifications required in the project advertisement. Bids will be accepted from a contractor in an amount that does not exceed its project rating. When there is a question as to whether a bid is within the contractor's classification or, where it reasonably appears that a contractor may not have the classification that will allow it to bid on a project for which bids are being sought, the bid will be opened provisionally. If the bid is for a different work classification or in a dollar amount greater than the contractor's maximum project rating, the bid will be rejected.

NOTICE OF CLASSIFICATION
CMS CONSTRUCTION, INC.

In order to be continuously eligible to bid on projects to be undertaken by this Department, your firm's next Contractor's Financial and Equipment Statement should be submitted one month before the expiration date, but must be received at least 15 days prior to the date set for receipt of bids for which the classification will be used.

Requirements of New Jersey Administrative Code 16:44-12.1 and 12.2 must be complied with by all corporations classified with the New Jersey Department of Transportation.

Sincerely,



Keith Daniels

Manager
Bureau of Construction Services

NOTICE OF CLASSIFICATION
CMS CONSTRUCTION, INC.

ATTACHMENT A

Work Classification(s)		Financial Capability Range		Project Rating(s)
		\$5,000,001	to \$10,000,000	
9G	NATURAL STONE MASONRY			\$5,000,000
8	GENERAL CONCRETE			\$5,000,000
6	LANDSCAPE			\$5,000,000
4	BRIDGE			\$5,000,000
22	UNDERGROUND UTILITIES			\$5,000,000
1	GRADING			\$5,000,000

NOTICE OF CLASSIFICATION
CMS CONSTRUCTION, INC.

ATTACHMENT B

*Lesser Of:		\$6,103,164
Net Working Capital	\$6,103,164	
Stockholder's Equity (Net Worth)	\$8,879,005	
Book Value of Equipment		
Amount Claimed		\$718,009
Reason Deducted:		
Total Deductions		\$0
Net Book Value of Equipment Allowed		\$718,009
Lines of Credit		
Amount Claimed		\$750,000
Reason Deducted:		
SECURED BY COMPANY ASSETS		
Total Amount Allowed		\$0

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRANProject Name: CRANBURY ROAD SIDEWALK PROJECTBidder/Officer: CMS CONSTRUCTION INC.

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

CHECK THE APPROPRIATE BOX

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

OR

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

Entity Engaged in Investment Activities

Relationship to Vendor/ Bidder

Description of Activities

Duration of Engagement

Anticipated Cessation Date

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the 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) CARLOS DASILVASignature: [Signature]Title PRESIDENTDate: 12/13/2022

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>

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

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

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

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

List Date: July 1, 2022

List printed on 10/05/2022 {<https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>}

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B


AMERICANS WITH DISABILITIES ACT
MANDATORY LANGUAGEEqual Opportunity for Individuals with Disabilities

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

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

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

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

Signed by 
Successful Bidder / Contractor
CARLOS DASILVA

Signed, sealed and delivered
in the presence of

(Notarized)



CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

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

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

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B


**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	CMS CONSTRUCTION INC.
Address of Individual or Organization	521 NORTH AVE. PLAINFIELD, NJ 07060
DUNS Code (if applicable)	82-540-6387
CAGE Code (if applicable)	6Z6W2
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):	CANHO DASILVA	Title:	PRESIDENT
Signature:		Date:	12/13/2022

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization**Section A (Check the Box that applies)**

<input checked="" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	CMS CONSTRUCTION INC.
Home Address (for Individual) or Business Address	521 NORTH AVE. PLAINFIELD, NJ 07060
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.


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

<input checked="" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	CARLOS DASILVA / 100%
Home Address (for Individual) or Business Address	2719 COUTO CT. UNION, NJ 07060
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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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):	CARLOS DASILVA	Title:	PRESIDENT
Signature:		Date:	12/13/2022

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

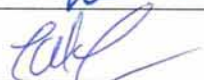
Add additional sheets if necessary

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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in 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):	CANHAS DASILVA	Title:	PRESIDENT
Signature:		Date:	12/13/2022

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE

CRANBURY ROAD SIDEWALK PROJECT - PHASE 2B

CONTRACT / BID SOLICITATION No.

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR



I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets if Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Vendor's Authorized Representative

CARLOS DASILVA / PRESIDENT

Print Name and Title of Vendor's Authorized Representative

12/13/2022

Date

CMS CONSTRUCTION, INC.

Vendor Name

521 NORTH ALEXANDER

Vendor Address (Street Address)

PLAINFIELD, NJ 07060

Vendor Address (City/State/Zip Code)

908-668-4368

Vendor Phone Number

973-718-4005

Vendor Fax Number

MPEREIRACMSCONSTRUCTION@GMAIL.COM

Vendor Email Address for Authorized Representative

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

BIDDERS SAFETY ACKNOWLEDGMENT

The undersigned hereby states that as a principal of the firm submitting this proposal, he or she is fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this project and that he or she shall instruct his or her personnel to follow these regulations. These regulations include, but not limited to, the regulations concerning Trench Excavation, Competent Persons and Confined Space Regulations.

If it is observed by an official representative of the municipality that these safety regulations are not being followed and there exists a potential serious safety deficiency that could result in accident, I acknowledge that this municipal representative may stop the project until the safety deficiency is corrected without any claim for additional compensation by this firm.

WITNESS OR ATTESTED BY

MANIA PENAING

DATE

DEC 13 2022

SIGNATURE

CARLOS DASILVA

NAME OF ORGANIZATION

CMS CONSTRUCTION INC.

PRINT NAME AND TITLE OF PERSON SIGNING

CARLOS DASILVA

(Must be signed and submitted with Bid Proposal)