

In accordance with N.J.S.A. 40A:11-21, provide the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect. Moreover, letters of credit are not acceptable as bid guarantees.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Panoramic Window & Door Systems, Inc. as Principal and United States Fire Insurance Company
as SURETY are held and firmly bound unto the Housing Authority of the City of Bayonne,
hereinafter called the "Local Authority", in the penal sum of % of the bid.
Five Percent of the Amount Bid
(5%) Dollars, lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal
has submitted the accompanying bid, dated December 10, 2024, for Replacement of Glass Block at Pamrapo
Gardens (12-1), Bergen Point Gardens, (12-2), Centerville Gardens (12-3) and Latourette Gardens (12-4)

NOW THEREFORE, if the Principal shall not withdraw said bid within the period of
sixty (60) days after the said opening, and shall within the period specified therefore, give bond
with good and sufficient surety or sureties, as may be required, for the faithful performance and
proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period
specified or the failure to give such bond within the time specified, if the Principal shall pay the
Local Authority the difference between the amount specified in said bid and the amount for
which the Local Authority may procure the required work or supplies or both, if the latter amount
be in excess of the former, then the above obligation shall be void and of no effect, otherwise to
remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument
under their several seals this 10th day of December, 2024, the name and corporate seal of
each corporate party being hereto affixed and these presents duly signed by its undersigned
representative, pursuant to authority of its governing body.

(Individual Principal) (Seal)

(Address) _____
(Business Address)

(Individual Principal) (Seal)

(Address) _____
(Business Address)

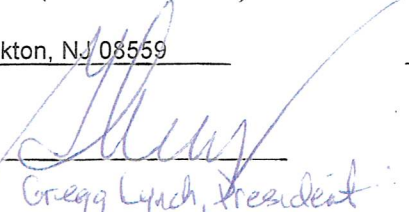
ATTEST:


Panoramic Window & Door Systems, Inc.
(Corporate Principal)

(Affix Corporate Seal)

712 Sergeantsville Road
(Business Address)

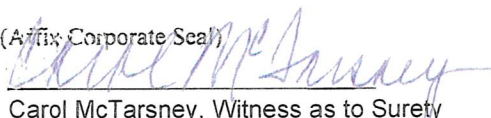
Stockton, NJ 08559

BY: 
Gregg Lynch, President


ATTEST Joshua Lynch, Corp. Secy

United States Fire Insurance Company
(Corporate Surety)

101 Hudson Street, 32nd Floor, Jersey City, NJ 07302

(Affix Corporate Seal)

Carol McTarsney, Witness as to Surety

BY: 
Zachary J. Rosenthal, Attorney-in-Fact

(Power of Attorney for person signing for the surety company must be attached to bond.)

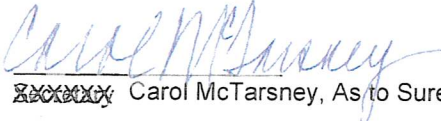
Project: Replacement of Glass Block at Pamrapo Gardens (12-1), Bergen Point Gardens, (12-2), Centerville Gardens (12-3) and Latourette Gardens (12-4)

In accordance with N.J.S.A. 40A:11-22, provide the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

The undersigned hereby certify that they are the duly authorized agents of
United States Fire Insurance Company _____

_____ duly authorized to do business in the State of New Jersey, and agree to furnish to _____
Housing Authority of the City of Bayonne _____ a surety bond
for the financial performance of any and all provisions contained in the specifications and
contract. The maximum amount that we will be surety for is One Hundred Percent of the
Total Contract Amount (100%) _____

ATTEST:



~~XXXXX~~ Carol McTarsney, As to Surety

The terms of the Surety Company for furnishing the bond are hereby accepted.

Dated: December 10, 2024

Panoramic Window & Door Systems, Inc.
Name of Bidder

United States Fire Insurance Company
Name of Surety

By: 
Zachary J. Rosenthal, Attorney-in-Fact
Title

IMPORTANT: THIS FORM MUST BE EXECUTED BY SURETY AND BIDDER. SUBMISSION OF/A CERTIFIED CHECK TO FULFILL THE BID SECURITY REQUIREMENTS DOES NOT RELIEVE THE BIDDER FROM SUBMISSION OF THIS CONSENT OF SURETY BY A SURETY COMPANY LICENSED TO ISSUE SURETY BONDS IN THE STATE OF NEW JERSEY AND APPROVED IN U. S. TREASURY CIRCULAR NO. 570.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

69284

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Thomas M. True, Marc J. Michalewsky, Zachary J. Rosenthal

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 18th day of September, 2024.

UNITED STATES FIRE INSURANCE COMPANY

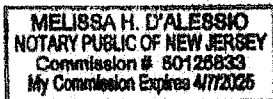


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 18th day of September, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **10th** day of **December** 20**24**

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2023

<u>ASSETS</u>	
Bonds (Amortized Value).....	1,726,028,698
Preferred Stocks (Market Value).....	144,307,613
Common Stocks (Market Value).....	2,369,575,849
Mortgage Loans (Market Value).....	1,043,090,964
Cash, Cash Equivalents, and Short Term Investments.....	173,632,698
Derivatives.....	14,049,444
Other Invested Assets.....	508,546,227
Investment Income Due and Accrued.....	31,165,324
Premiums and Considerations.....	531,854,761
Amounts Recoverable from Reinsurers.....	137,741,085
Funds Held by or Deposited with Reinsured Companies.....	153,726,393
Net Deferred Tax Asset.....	192,552,999
Electronic Data Processing Equipment.....	1,126,732
Receivables from Parent, Subsidiaries and Affiliates.....	59,012,393
Other Assets.....	132,253,074
TOTAL ASSETS.....	\$ 7,218,664,454

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	2,664,609,947
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	75,510,927
Loss Adjustment Expenses.....	432,456,225
Commissions Payable, Contingent Commissions and Other Similar Charges.....	16,849,866
Other Expenses (Excluding Taxes, Licenses and Fees).....	110,490,333
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	35,485,242
Current Federal and Foreign Income Taxes.....	11,452,403
Unearned Premiums.....	1,120,526,178
Advance Premium.....	21,919,186
Ceded Reinsurance Premiums Payable.....	153,400,619
Funds Held by Company under Reinsurance Treaties.....	63,328,858
Amounts Withheld by Company for Account of Others.....	146,272,077
Provision for Reinsurance.....	1,706,282
Payable to Parent, Subsidiaries and Affiliates.....	25,899,852
Other Liabilities.....	56,882,388
TOTAL LIABILITIES.....	\$ 4,936,790,383
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,502,074,940
Unassigned Funds (Surplus).....	761,019,131
Surplus as Regards Policyholders.....	2,281,874,071
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 7,218,664,454

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 19th day of March, 2024.
UNITED STATES FIRE INSURANCE COMPANY

United States Fire Insurance Company

SURETY DISCLOSURE STATEMENT AND CERTIFICATION
Pursuant to N.J.S.A. 2A:44-143

United States Fire Insurance Company, (hereinafter called "Surety") the surety on the attached bond, hereby certifies the following:

1. The Surety meets the applicable 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 surplus of United States Fire Insurance Company as determined in accordance with the applicable laws of this State, totals \$1,502,074,940 as of the calendar year ended December 31, 2023, which amount has been certified by PricewaterhouseCoopers, LLC 300 Madison Avenue, New York, NY 10017 and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street, PO Box 325, Trenton, New Jersey 08625-0325.
3. United States Fire Insurance Company has received from the U.S. Department of the Treasury, a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation therein, effective July 1, 2024, in the amount of \$211,757,000.
4. The amount of the bond to which this statement and certification is attached is \$ 5%.
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 terms of (3) above, then for each such contract of reinsurance:

- a. The name and address of each such reinsurer under that contract and the amount of that reinsurers participation in the contract is as follows:

NOT APPLICABLE; and

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

CERTIFICATION

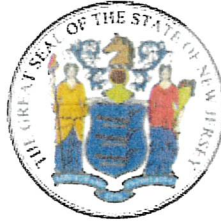
I, Peter M. Quinn, as Senior Vice President of United States Fire Insurance Company, an insurance company domiciled in the State of Delaware; DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE

Dated: December 10, 2024

UNITED STATES FIRE INSURANCE COMPANY



By _____
Peter M. Quinn, Senior Vice President



State of New Jersey
Department of Banking and Insurance

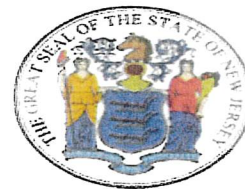
CERTIFICATE OF AUTHORITY

Date: May 02, 2023

NAIC Company Code: 21113

THIS IS TO CERTIFY THAT THE UNITED STATES FIRE INSURANCE COMPANY, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2024, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 18 - Livestock
- 02 - Earthquake
- 20 - Physical Loss to Buildings
- 22 - Mechanical Breakdown/Power Failure
- 26 - Accident and Health
- 27 - Municipal Bond
- 03 - Growing Crops
- 04 - Ocean Marine
- 05 - Inland Marine
- 06 - Workers Compensation and Employers Liability
- 07 - Automobile Liability Bodily Injury
- 08 - Automobile Liability Property Damage
- 09 - Automobile Physical Damage
- 01 - Fire and Allied Lines
- 10 - Aircraft Physical Damage
- 11 - Other Liability
- 12 - Boiler and Machinery
- 13 - Fidelity and Surety
- 14 - Credit
- 15 - Burglary and Theft
- 16 - Glass
- 17 - Sprinkler Leakage and Water Damage



MARLENE CARIDE
COMMISSIONER OF
BANKING AND INSURANCE

COMPANY NAME: UNITED STATES FIRE INSURANCE COMPANY NAIC COMPANY CODE: 21113

STATUTORY HOME ADDRESS:
1209 ORANGE STREET
WILMINGTON, DE 19801

SPECIAL CONDITIONS:

**REPLACEMENT OF GLASS BLOCK AT PAMRAPO GARDENS (12-1),
BERGEN POINT GARDENS (12-2), CENTERVILLE GARDENS (12-3),
AND LATOURETTE GARDENS (12-4)**

HOUSING AUTHORITY OF THE CITY OF BAYONNE, NJ

BID DOCUMENT SUBMISSION CHECKLIST

PLEASE SUBMIT ORIGINAL & THREE (3) COPIES OF BID DOCUMENTS

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item as Submitted with Bid (Bidder's Initials)
_____ Bid Guarantee, as required by N.J.S.A. 40A:11-21	<u>OL</u>
_____ Certification from a Surety Company, pursuant to N.J.S.A. 40A:11-21	<u>OL</u>
_____ Statement of Corporate Ownership, pursuant to N.J.S.A. 52:25-24.2	<u>OL</u>
_____ List of Subcontractors, as required by N.J.S.A. 40A:11-16	<u>OL</u>
_____ If applicable, Bidder's Acknowledgement of Receipt of any notice(s), revision(s), or addenda to an advertisement, Specifications, or Bid Document(s)	<u>OL</u>

**B. Failure to submit the following documents may be a cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.1b)**

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item as Submitted with Bid (Bidder's Initials)
_____ Bid Document Submission Checklist	<u>OL</u>
_____ Bid Form	<u>OL</u>
_____ Business Registration Certificate or Certificate and Registration for Individuals, pursuant to N.J.S.A. 40A:11-16 and 52:32-44 for both the Bidder and all Subcontractors required to be listed in this Bid, as referenced above	<u>OL</u>
_____ Previous Participation Certificate (HUD 2530)	<u>OL</u>
_____ Performance and Payment Bond (Certificate from a Surety Company that, if your Bid is accepted, they will furnish the Performance Bond)	<u>OL</u>

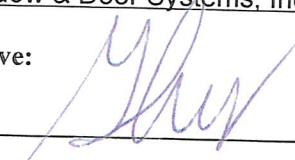
_____	Representations, Certifications and Other Statements of Bidders (HUD 5369-A)	<u>bl</u>
_____	Non-collusive Affidavit (Must be Notarized)	<u>bl</u>
_____	Bidder's Affidavit	<u>bl</u>
_____	Qualifications Questionnaire (Including a Certified Financial Statement prepared within the last twelve months)	<u>bl</u>
_____	Contracts completed in the last five years	<u>bl</u>
_____	Status of Contracts on Hand	<u>bl</u>
_____	Statement of Compliance	<u>bl</u>
_____	Affidavit for Affirmative Action Plan (Must be Notarized)	<u>bl</u>
_____	Affidavit of Minority Business Enterprise Compliance (Must be Notarized)	<u>bl</u>
_____	Site Inspection Affidavit (Must be Notarized)	<u>bl</u>
_____	Voluntary Act and Deed Acknowledgement	<u>bl</u>
_____	Initial Project Manning Report – Construction	<u>bl</u>

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder:

Panoramic Window & Door Systems, Inc

By Authorized Representative:

Signature: 

Printed Name and Title: Gregg S. Lynch, President

Date: 12/10/24

"Not subject to public disclosure
under Opra"

FORM OF BID

**REPLACEMENT OF GLASS BLOCK AT PAMRAPO GARDENS (12-1),
BERGEN POINT GARDENS (12-2), CENTERVILLE GARDENS (12-3),
AND LATOURETTE GARDENS (12-4)**

BIDDER'S NAME: Panoramic Window & Door Systems, Inc
ADDRESS: 712 Sergeantsville Road, Stockton, NJ 08559
TELEPHONE NO.: 732-926-0900
FACSIMILE NO.: 732-926-0901
E-MAIL ADDRESS: bids@panoramicwindows.com

TO: HOUSING AUTHORITY OF THE CITY OF BAYONNE
(the "HOUSING AUTHORITY" and/or the "OWNER")

ADDRESS: 549 Avenue A
Bayonne, NJ 07002
TELEPHONE NO.: (201) 339-8700
FACSIMILE NO.: (201) 339-1766

ATTENTION: Mr. John T. Mahon, Executive Director

Pursuant to and in accordance with your Advertisement for Bids for work at these Public Housing Sites, and in accordance with the Instructions for Bidder's relating thereto, the undersigned hereby agrees to furnish all plant, labor, materials, supplies, equipment, and other facilities necessary or proper for, or incidental to, or as required by the Drawings and Project Manual prepared by DAL DESIGN GROUP, 11 West 8th Street, Bayonne, New Jersey 07002 dated October 22, 2024, along with all other addenda issued and mailed to the undersigned prior to the date of opening of bids.

It is hereby certified that the undersigned is the only person interested in this bid as Principal, and that the bid is made without collusion with any person, firm, or corporation.

TOTAL LUMP SUM SINGLE CONTRACT BID:

For the sum of: One million three hundred seventy five thousand
(Written Amount)
dollars \$ 1,375,000.00
(Numerals)

All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.
In submitting this bid it is agreed:

1. to accept the provisions of the Instructions to Bidders;
2. to enter into and execute a contract, if awarded, on the basis of the bid;
3. to accomplish the work in accordance with the Drawings and Specifications;
4. to complete the work within the specified time after contract signing;
5. to furnish bonds as required in the Specifications; and
6. to engage in the alternative dispute resolution procedure set forth in the Mediation Rules of the Authority, currently in effect, on file with the Authority and available upon request.

In submitting this bid, I have received and included the following addenda:

Addendum Number	Dated
N/A	
_____	_____
_____	_____

In submitting this bid, I have attached the following:

1. Letter from my surety company stating that it will provide Bidder with Performance Bond called for in the Project Manual.
2. Bid Guarantee in the form of a Certified Check or Bid Bond in the following amount: for contracts up to \$200,000 the bid guarantee amount shall be 10%; for contracts from \$200,002 to \$400,000 the bid guarantee shall be \$20,000; for contracts over \$400,000 the bid guarantee shall be 5%.
3. The statement of Bidder's Qualifications.
4. Non-Collusive Affidavit.
5. Disclosure Statement of Ownership.
6. Site Inspection Affidavit (Notarized Letter of Bidder.)
7. Affidavit for Affirmative Action Plan.
8. Affidavit of Minority Business Enterprise Compliance.
9. Bidder's Affidavit.
10. Qualification Questionnaire.
11. Previous Participation Certification.
12. Voluntary Act and Deed Acknowledgment.
13. Subcontractor Certificates.
14. Business Registration Certification.
15. Other submittals required elsewhere in the Project Manual.

It is agreed that the Owner shall be permitted to accept this bid within the period stipulated in the Project Manual without further cost to the Owner. It is further agreed that the Owner is not bound to accept the lowest bid of any submitted.

It is agreed that the successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he had received notice of the acceptance of his bid, shall forfeit to the Housing Authority, as liquidated damages for such failure or refusal, the security deposit with his bid. In addition, the Contractor shall submit the Consent of Surety from a surety listed in the most recent publication of the Department of Treasury Circular No. 570.

Inasmuch as the exact amount of damage and loss to the Owner which will result from failure of the Contractor to complete the work within the time herein specified is difficult to ascertain, the damages for delay in case of such failure on the part of the Contractor shall be liquidated in the amount called for in the Project Manual for each consecutive calendar day (Sunday and Holidays included) by which the Contractor shall fail to substantially complete the work under this Contract in accordance with the provisions hereof, and such liquidated damages shall be deductible from any funds due or thereafter to become due the Contractor under this Contract.

NOTE: If the bid is made by a corporation, it shall be signed by the President or other authorized officer and attach the corporate seal to be attested by the Secretary.

Submitted by: Panoramic Window & Door Systems, Inc
Legal Name of Corporation

Address: 712 Sergeantsville Road, Stockton, NJ 08559

Telephone: 732-926-0900

Facsimile: 732-926-0901

E-mail Address: bids@panoramicwindows.com

Name of State of Incorporation: New Jersey

Signed by: [Signature] Title: President

Attest: [Signature] Joshua Lynch, Corp. Secy (Place Corporate Seal Here)

Date: 12/10/24

NOTE: If the bid is made by an unincorporated firm or partnership, it shall be signed in firm or partnership name and also by two or more of the partners or members of the firm in their individual names.

Submitted by: Panoramic Window & Door Systems, Inc
Legal Name of Firm or Partnership

Address: 712 Sergeantsville Road, Stockton, NJ 08559

Telephone: 732-926-0900

Facsimile: 732-926-0901

E-mail Address: bids@panoramicwindows.com

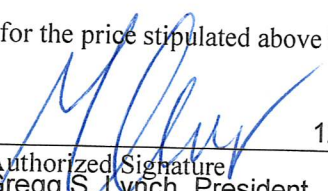
Name of State of Incorporation: New Jersey

Signed by:  Title: Gregg S. Lynch, President
(Signature of Owner or Partner)

(Signature of Owner or Partner) Title: _____

Date: 12/10/24

1. The undersigned hereby agrees to perform the work for the price stipulated above in accordance with the terms of the Contract and Specifications.

Panoramic Window & Door Systems, Inc  12/10/24
Name of Firm Authorized Signature Date
Gregg S. Lynch, President

2. By submittal of a bid, Contractor represents that he has visited the Project Site(s) and has familiarized himself with the job conditions by means of inspection and examination of the work area.

3. Contractor shall provide 100% Insurance of Performance and Payment Bond, from a U. S. approved surety duly licensed in the State of New Jersey. If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the Performance or Payment Bonds, the Contractor shall, within five (5) days after notice from the Owner, substitute acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be acceptable to the Owner. The premiums on such bond(s) shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

4. Contractor shall provide proof of complete comprehensive and liability insurance.

5. The Housing Authority will supply to the Contractor an area for storage of equipment and materials to be incorporated in the work of this Contract. The Contractor shall be responsible to supply security to the area or area designated.

6. The Housing Authority hereby represents that the conditions of the project Site at the time of the Bidder's inspection may be altered or changed. It is the responsibility of the Bidder to make himself aware of any changes in the job conditions.

7. In submitting this bid, the bidder understands that the right is reserved by the Housing Authority to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

8. The Housing Authority reserves the right to award or not to award a contract in the Housing Authority's best interest.
9. The Housing Authority reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional bids will not be accepted.
10. Prior to the execution of any contract, Contractor shall submit a Statement of Bidder's Qualifications properly executed.
11. Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the Contract for which his bid is submitted.
12. Attached hereto is Form HUD-2530, which shall be completed, signed and submitted with this bid. Submit one original only.
13. Attached hereto is Form HUD-5369-A, which shall be completed, signed and submitted with this bid. Submit one original only.
14. Attached hereto is a Voluntary Act and Deed Acknowledgment by the Secretary of the Bidder which must be completed, executed, notarized and submitted together with this bid. The successful bidder's acknowledgment shall be incorporated into the Contract at time of award. Submittal of this acknowledgment is a prerequisite to the validity of the bid.
15. The bidder represents that he (x) had, () had not participated in a previous contract or subcontract subject to either the Equal Opportunity Clause herein or the clause originally contained in Section 301 of Executive Order No. 10925; or the clause contained in Section 201 of Executive Order No. 11114; that he (x) has, () has not, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontracts.
16. The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit any of his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregate facilities at any of his establishments, and that he will not permit any of his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from his acceptance of the bid. As used in this certification, the terms "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurants and other areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certification in his files.
17. The undersigned Bidder hereby agrees that if this bid shall be accepted by the Housing Authority and the undersigned shall fail to execute and deliver the Contract and performance bonds in accordance

with the requirements of the Instructions to Bidders, then the undersigned shall be deemed to have abandoned the Contract and thereupon the Bid and its acceptance shall be null and void and the Housing Authority may be entitled to the amount of the certified check, cashier's check, or bid bond as damages, otherwise said certified check, cashier's check, or bid bond shall be returned to the undersigned.

18. This bid is accompanied by a certified check \$ _____, cashier's check \$ _____, or Bid Bond \$ 51.8 bid, to the order of the Housing Authority in an amount as follows: for contracts up \$200,000 the bid guarantee amount shall be 10%; for contracts from \$200,001 to \$400,000 the bid guarantee shall be \$20,000; for contracts over \$400,000 the bid guarantee shall be 5%. Any surety company used for the purpose of issuing a bid or performance and payment bond must be approved to act as surety on bonds securing government contracts issued by the U. S. Treasury Circular No. 570, as published annually in the Federal Register.
19. CONTRACT PERIOD The work shall commence at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within (not to exceed) one hundred and eighty (180) consecutive calendar days thereafter.
20. LIQUIDATED DAMAGES As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for and shall pay to the Housing Authority the sums hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day, including weekends and holidays, of delay until the work is completed or accepted. Liquidated damages shall be in the amount of:

FIVE HUNDRED (\$500) DOLLARS PER CALENDAR DAY

The liquidated damage provision contained in this contract shall not be the exclusive damage remedy available to the Housing Authority and the parties hereto agree that the Housing Authority shall, in its discretion, additionally have the right to assert and claim any real or actual damages which may be sustained by it. In addition to liquidated damages, be advised that in the event of performance of this contract, the Housing Authority reserves the right to consider any unjustified delay beyond the contract completion date as a bearing on your responsibility to perform future contracts for the Housing Authority.

The Contractor shall not be penalized or charged with liquidated damages because of any delays in the completion of the contract due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God or the public enemy, acts of the government, fires, floods, epidemics, quarantine restrictions, freight embargoes, blackouts, trade disputes, and unusually severe weather conditions. Documentation of any and all delays must be provided by the Contractor.

21. ALTERNATIVE DISPUTE RESOLUTION In submitting this bid, the bidder acknowledges that, pursuant to N.J.S.A. 40A:11-50 (P.L. 1997, c. 371), the contract documents contain provisions for an alternative dispute resolution ("ADR") procedure, set forth and defined, in its entirety, in Paragraph 31, entitled "Disputes" of the General Conditions of the Contract, as amended by the Special Conditions of the Contract, incorporated herein by reference, which procedure conforms to industry standards, and which must be utilized to attempt to resolve disputes arising under the contract prior to such disputes being submitted to a court for adjudication. Any such dispute shall be settled by mediation, as that term is defined in the Special Conditions, pursuant to the Mediation Rules of the Housing Authority (the "Mediation Rules"). The Contractor, as the successful bidder, agrees to mediation pursuant to the Mediation Rules, currently in effect, on file with the Housing Authority and available upon request. The cost of Mediation shall be paid entirely by the Contractor.

Nothing in this section shall prevent the contracting unit/officer from seeking injunctive or declaratory relief in court at any time.

When a dispute concerns more than one contract, *i.e.* a construction contract and a related contract involving design, architecture, management, or engineering, or when more than one dispute of a similar nature arises under a construction contract, all interested parties may be included in the ADR proceeding, at the request of one of the contracting parties, unless determined to be inappropriate by the person appointed to resolve the dispute. The term "construction contract" includes contracts for construction, or its related architecture, engineering or construction management. The ADR shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A. 40A:11-1 et seq.

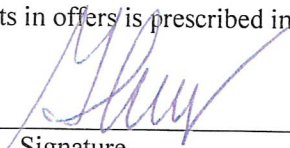
22. CONTRACTOR'S EXPERIENCE The bidder shall be a State licensed contractor and shall be totally familiar with all the procedures and materials integral to the system. The bidder shall provide written documentation of previous experience with equal size installations of this contract. The Housing Authority may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, including but not limited to, his previous experience in performing comparable work, his business and technical organizations, and financial resources.
23. BUSINESS REGISTRATION CERTIFICATE At the time of the bid, the bidder should submit a certification that the bidder has complied with the business registration provisions of N.J.S.A. 52:32-44 and N.J.S.A. 40A:11-23.2, and, in particular, that the bidder has either: (a) obtained a Business Registration Certificate from the State of New Jersey, Department of Treasury and has attached a true copy of the said Certificate to the Certification; or (b) obtained a Certificate of Registration for Individuals Contracting with Public Agencies from the State of New Jersey, Department of the Treasury and has attached a true copy of the said Certificate to the Certification. Failure to submit this form and its accompanying documents could result in rejection of the bid. However, pursuant to N.J.S.A. 40A:11-23.2 and N.J.S.A. 52:32.44 (1)(b), both as recently amended in January 2010 by P.L. 2009, c.315 the Authority, at its sole option and discretion, can determine that the Contractor determined to be the lowest responsible bidder can provide the Business Registration Certificate to the Authority subsequent to the bidding process, but prior to the time a contract is executed.
24. LICENSED SUBCONTRACTORS At the time of the bid, the bidder shall submit a certificate which lists subcontractors for the furnishing of plumbing, gas fitting, heating/ventilation/air conditioning, electrical, structural steel and ornamental iron work. Said certificate shall identify the scope of work for which each listed subcontractor for the above referenced trades has submitted a price quote and for which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. Said certificate shall also include for each subcontractor named thereon: (a) the subcontractor name; (b) address; (c) telephone number; (d) New Jersey license number (if applicable); (e) name of licensee (if applicable). Failure to submit this form and its accompanying documents will result in rejection of the bid. In addition, at the time of the bid, the bidder should submit a copy of the Business Registration Certificate and enter on the subcontractor certificate the number of such certificates for each subcontractor required to be listed as a subcontractor. However, pursuant to the revisions in the law described in paragraph 23 above, the Authority, at its sole option and discretion, can determine that the Contractor determined to be the lowest responsible bidder can provide the Business Registration Certificate of any subcontractor required to be listed to the Authority subsequent to the bidding process, but prior to the time a contract is executed with the Contractor.
25. OTHER SUBCONTRACTORS For those subcontractors not referenced in the above paragraph, the bidder acknowledges that no contract with a subcontractor shall be entered into by any contractor under any contract with the Authority unless the subcontractor first provides proof of valid business

registration as indicated in the Business Registration Certification that forms a part of this bid. Moreover, the successful bidder shall comply with all of the requirements set forth in the Business Registration Certification with respect to subcontractors. The bidder further acknowledges that the successful contractor shall maintain and submit to the Authority a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for the construction of a construction project under the contract.

26. TAX EXEMPTION Bidders are to take note that the Housing Authority is an exempt organization under the provisions of the New Jersey State Sales and Use Tax Act and the payment of sales taxes are not required.
27. LEAD-BASED PAINT Any contractor awarded a contract shall comply with 24 CFR Part 35 prohibiting the use of lead-based paint.
28. GUARANTEE OF WORK The Contractor shall guarantee all work and materials under this contract to be free from defects in workmanship or materials except for normal wear and tear for a period of one (1) year from the date of completion and acceptance by the Owner and agrees to replace any such defects at no charge to the Owner during that period. The Contractor agrees to furnish a surety corporation bond in the amount of five (5) percent of the paid contract price to insure the one (1) year guarantee obligations prior to final payment.
29. PRICE ESCALATION CLAUSE The Contractor agrees that in the event of a significant price increase of material during the performance of the Contract through no fault of the Contractor, the Contract Value may be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item material will be considered significant (as utilized in this clause) when the price of said item of material increases 20% between the date of this Contract and the date of purchase of said material for use on the Project. The amount of this increase shall be capped at 20%. In the event of a material price increase, the Contractor shall submit, as a minimum, all of the following information, 1) manufacturer's price list at the date of the Contract and the date of a claim under this escalation clause, 2) distributor/retailer quote or invoice at the date of the Contract and the date of a claim under this escalation clause, and 3) data from recognized US commodity market reflecting US and regional (NY-NJ) market prices at the date of the Contract and the date of a claim under this escalation clause. The Contractor shall make every best effort, and demonstrate that it has done so, to lock in material costs or to pre-purchase materials for use of this project to be stored at the Project Sites.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date: 12/10/24



Signature

By: Gregg S. Lynch

Name

Official Address:

712 Sergeantsville Road

Title: President

Stockton, NJ 08559

BIDDER'S STATEMENT OF OWNERSHIP

**REPLACEMENT OF GLASS BLOCK AT PAMRAPO GARDENS (12-1),
BERGEN POINT GARDENS (12-2), CENTERVILLE GARDENS (12-3),
AND LATOURETTE GARDENS (12-4)**

In accordance with N.J.S.A. 52:25-24.2, provide the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

PART I – If the bidder is a Corporation:

Name of Corporation Panoramic Window & Door Systems, Inc

State of Incorporation NJ Date of Incorporation June 1988

For those individuals * who own 10 percent or more of any class of its stock:

<u>NAMES</u>	<u>ADDRESS</u>
<u>Gregg S. Lynch</u>	<u>712 Sergeantsville Road, Stockton, NJ 08559</u>
_____	_____

PART II – If the bidder is a Partnership:

Name of Partnership _____

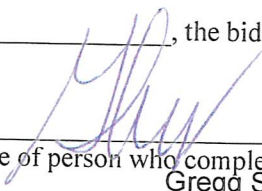
County in which Certificate of Tradename is filed _____

For those individuals * who own 10 percent or more of the interest in the Partnership:

<u>NAMES</u>	<u>ADDRESS</u>
_____	_____
_____	_____

PART III – If the bidder is a Sole Proprietorship:

_____, hereby certifies that I am the sole owner of
_____, the bidder therein.



Signature of person who completed Part I, II or III above
Gregg S. Lynch, President

* If any of the individuals listed below is a Partnership or Corporation, a separate sheet should be attached giving the same information requested above for each such Partnership or Corporation. Similarly, if any additional entry is a Partnership or Corporation, information must be provided to the level of ownership required to document ultimate ownership in persons (not Partnerships or Corporations).

FORM OF SUBCONTRACTOR CERTIFICATE

**REPLACEMENT OF GLASS BLOCK AT PAMRAPO GARDENS (12-1),
BERGEN POINT GARDENS (12-2), CENTERVILLE GARDENS (12-3),
AND LATOURETTE GARDENS (12-4)**

In accordance with N.J.S.A. 40A:11-16, provide the following documentation and/or information when submitting the bid. Failure to provide Business Registration Certificate information may render a bidder's Bid proposal unresponsive. However, the Authority can determine that the Business Registration Certificate Information required by this form can be provided subsequently. Failure to provide all other information Required by this form shall render a bidder's bid proposal unresponsive and shall constitute a fatal defect that shall cause the bid to be rejected.

AFFIDAVIT
(Prime Bidder)

STATE OF New Jersey)
) : SS
COUNTY OF Hunterdon)

Gregg S. Lynch, being first duly sworn, deposes and says as follows:

- Corporate Officer of the firm of Panoramic Window &
- A. He/She is Door Systems, Inc (a partner or officer of the firm of, etc.) of the party making the foregoing proposal or bid;
 - B. In preparing the foregoing proposal or bid, he/she has solicited and received price quotes for the subcontracted work, set forth below;
 - C. In preparing the foregoing proposal or bid, he/she has obtained and attached hereto true copies of the State of New Jersey Business Registration Certificates for each of the below listed subcontractors; and
 - D. If awarded a contract for this project, the bidder shall award a contract to each of the below listed subcontractors.

1. PLUMBING, GAS FITTING, AND ALL KINDRED WORK

Name of Subcontractor: N/A

Address: _____

Telephone No.: _____

Facsimile: _____

N. J. License No. (if applicable): _____

Name of Licensee (if applicable): _____

New Jersey Business Registration Certificate No. : _____, as stated on the copy of the said Certificate, attached hereto.

Scope of work for which price quote was submitted: _____

2. STEAM POWER PLANTS, STEAM AND HOT WATER HEATING AND VENTILATING APPARATUS AND ALL KINDRED WORK

Name of Subcontractor: N/A

Address: _____

Telephone No.: _____

Facsimile: _____

N. J. License No. (if applicable): _____

Name of Licensee (if applicable): Eastern Power Electric

New Jersey Business Registration Certificate No. : _____, as stated on the copy of the said Certificate, attached hereto.

Scope of work for which price quote was submitted: _____

3. ELECTRICAL WORK

Name of Subcontractor: Eastern Power Electric

Address: 90 E Centre St, Nutley, NJ 07110

Telephone No.: 201-624-8037

Facsimile: _____

N. J. License No. (if applicable): 34E301789808

Name of Licensee (if applicable): Eastern Power Electric

New Jersey Business Registration Certificate No. : 18731654, as stated on the copy of the said Certificate, attached hereto.

Scope of work for which price quote was submitted: Electrical work

4. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK

Name of Subcontractor: N/A

Address: _____

Telephone No.: _____

Facsimile: _____

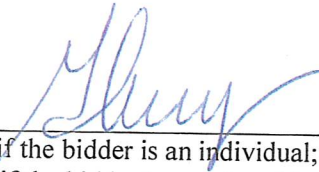
N. J. License No. (if applicable): _____

Name of Licensee (if applicable): _____

New Jersey Business Registration Certificate No. : _____, as stated on the copy of the said Certificate, attached hereto.

Scope of work for which price quote was submitted: _____

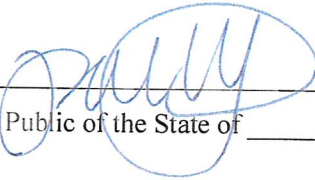
Signature of:



Bidder, if the bidder is an individual; Gregg S. Lynch, President
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

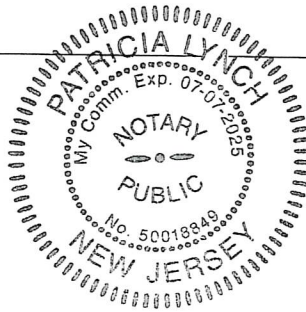
Subscribed to and sworn before me

this 10 day of December, 2024.



Notary Public of the State of _____

My commission expires _____, 20____.



Form rev. 03/08/10

**BIDDER CERTIFICATION AND/OR ACKNOWLEDGEMENT OF COMPLIANCE WITH
NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

**REPLACEMENT OF GLASS BLOCK AT PAMRAPO GARDENS (12-1),
BERGEN POINT GARDENS (12-2), CENTERVILLE GARDENS (12-3),
AND LATOURETTE GARDENS (12-4)**

In accordance with P.L. 2004, c. 57, as amended by P.L. 2009 c.315, provide the following documentation and information when submitting a bid. Failure to provide such information could be deemed unresponsive, but the Authority at its sole option and discretion can determine to permit the Contractor determined to be the lowest responsible bidder to provide the information prior to the time a contract is executed.

The undersigned bidder hereby certifies and/or acknowledges as follows:

1. The term "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof. The term "Contractor" means a business organization that seeks to enter, or has entered into, a contract to provide goods or services or to construct a construction project with the Housing Authority of the City of Bayonne (the "Authority"), a public agency. As used herein, references to the term "Contractor" shall include the bidder. The term, "subcontractor" means any business organization that is not the contractor that knowingly provides goods or issued by the Housing Authority.

2. The bidder has complied with or will before executing a contract comply with the business registration provisions of N.J.S.A. 52:32-44 and, in particular, certifies that it has either (check one):

<input checked="" type="checkbox"/>	Obtained a Business Registration Certificate from the State of New Jersey, Department of the Treasury, and has attached hereto a true copy of said Certificate; or
<input type="checkbox"/>	Obtained a Certificate of Registration for Individuals Contracting with Public Agencies from the State of New Jersey, Department of the Treasury, and has attached hereto a true copy of said Certificate.

3. No contract shall be entered into by the Authority unless the contractor provides a copy of its business registration certificate prior to the time a contract is executed.

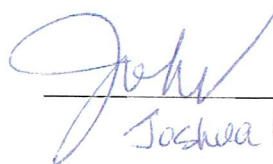
4. The requirement of proof of business registration extends down through to include all of the contractor's subcontractors required to have been disclosed to the Authority in the accompanying subcontractors certificate.
5. No contract with any such subcontractor shall be entered into by any contractor under any contract with the Authority unless the subcontractor first provides proof of valid business registration as indicated herein.
6. The Authority shall file all business registrations received by it with other procurement documents related to the contract.
7. A contract entered into by the Authority with the contractor, or the contractor with a subcontractor, shall include the following provisions:
 - (a) No contract shall be entered into by the Authority unless the contractor provides a copy of its business registration certificate.
 - (b) The Authority shall not be responsible for the contractor's failure to comply with any of the requirements of P.L. 2004, c. 57 (amending Section 1 P.L. 2001, c. 134 (C52:32-44));
 - (c) The contractor shall maintain and submit to the Authority a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for the construction of a construction project under the contract.
 - (d) The contractor must notify subcontractors by written notice to comply with the following:
 - (i) A subcontractor who is listed on the Subcontractor Certificate Form, which form is part of this contract, shall provide a copy of its business registration to the contractor, who shall forward it to the Authority prior to the time a contract between the contractor and the Authority is executed.
 - (ii) No contract with a subcontractor described in (i) above shall be entered into by any contractor under this contract with the Authority unless the subcontractor first provides proof of valid business registration.
 - (iii) The Authority shall file all business registrations received by it with other procurement documents related to this contract.
 - (e) The contractor, or the contractor with a subcontractor and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the

Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State. For this purpose, an "affiliate" means any entity that: (a) directly, indirectly, or constructively controls another entity; (b) is directly, indirectly, or constructively controlled by another entity; or (c) is subject to the control of a common entity. An entity controls another entity if it owns, directly, or individually, more than 50% of the ownership interest in that entity.

8. A business organization that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 or N.J.S.A. 5:12-92 or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with the Authority.

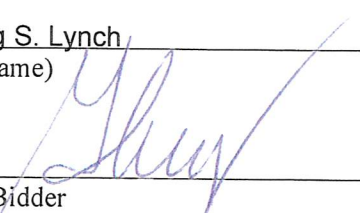
Panoramic Window & Door Systems, Inc
Name of Bidder

Attested or Witnessed by:


Joshua Lynch, Cap. Sec'y

712 Sergeantsville Road
Stockton, NJ 08559
Address of Bidder

By: Gregg S. Lynch
(print name)


Signature of Bidder

Dated: December 10, 2024

President
Title

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

**REPLACEMENT OF GLASS BLOCK AT PAMRAPO GARDENS (12-1),
BERGEN POINT GARDENS (12-2), CENTERVILLE GARDENS (12-3),
AND LATOURETTE GARDENS (12-4)**

Housing Authority of the City of Bayonne
Replacement of Glass Block at Pamrapo Gardens (12-1),
Bergen Point Gardens (12-2), Centreville Gardens (12-3),
and Latourette Gardens (12-4)

(Name of Construction Project)

(Project or Bid Number)

In accordance with 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. Moreover, you must provide the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

Title of Addendum/Revision

How Received

Date Received

(Mail, Fax,
Pick-up, etc.)

N/A

Acknowledgement by Bidder:

Name of Bidder: Panoramic Window & Door Systems, Inc

By Authorized Representative:

Signature: _____

Printed Name and Title: Gregg S. Lynch, President

Date: 12/10/24

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant of Covered Projects
(See instructions)

Reason for submission:

1. Agency name and City where the application is filed
BAYANNE HA, Bayonne, NJ

2. Project Name, Project Number, City and Zip Code
Glass Block Replacement Bayonne, NJ 07002

3. Loan or Contract amount \$

4. Number of Units or Beds

5. Section of Act

6. Type of Project (check one)
 Existing Rehabilitation Proposed (New)

For HUD HQ/FmHA use only

7. List all proposed Controlling Participants and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number
<i>Gregg S. Lynch, 70 Sergeantsville Rd, Staten NJ 08559</i>	<i>President</i>	<i>193-60-0290</i>

Certifications: The controlling participant(s) listed above hereby apply to HUD or USDA FmHA, as the case may be, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The controlling participant(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee.
 - The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project.
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects.
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence.
 - The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less).
 - The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
- The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.
- All the names of the controlling participants who propose to participate in this project are listed above.
- None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Controlling Participant

Gregg S. Lynch

Signature of Controlling Participant

[Signature]

Certification Date (mm/dd/yyyy)

12/10/24

Area Code and Tel. No.

732-926-0900

This form prepared by (print name) *Gregg S. Lynch*

Area Code and Tel. No. *732-926-0900*

Previous editions are obsolete

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily housing programs of HUD/FMHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principals Name (Last, First)	2. List of previous projects (Project name, Project ID and, Govt. agency involved)	3. List Principals' Roles (Indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date
Gregg S. Lynch	Hackersack HA Window Replacement, 175 Railroad Ave. Hackensack, NJ	2019 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Lakewood HA Window Replacement, Leis Duffy & Peter Ward Apts. Lakewood, NJ	2019 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Housing Authority Plainfield Window Replacement Plainfield, NJ	2020 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Summit Housing Authority Window Replacement Summit, NJ	2020 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Senior Citizen Housing Corp Window Replacement Scotch Plains, NJ	2020 Prime Contractor	100% Complete	X	

Part II - For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy) _____ Tel No. and area code _____

Staff _____ Processing and Control _____

A. No adverse information; form HUD-2530 approval recommended.

B. Name match in system

C. Disclosure or Certification problem

D. Other (attach memorandum)

Supervisor _____

Director of Housing/Director, Multifamily Division

Approved

Yes No

Date (mm/dd/yyyy)

Previous editions are obsolete

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (Indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOB rating and Physical Insp. Score and date
Gregg S. Lynch	Pleasantville HA Window Replacement, PH1 Pleasantville, NJ	2017 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Elizabeth HA Window Replacement, Miraleg Manor Elizabeth, NJ	2017 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Atlantic City HA, Window Replacement, PH2 Altman Terrace, Atlantic City, NJ	2018 Prime Contractor	100% Complete	X	
Gregg S. Lynch	City of Bayone HA Window Replacement, Panuago Gardens Annex Bayone, NJ	2018 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Pleasantville HA, Window Replacement, PH2 Pleasantville, NJ	2018 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Atlantic City HA Window Replacement, Jeffries Towers Atlantic City, NJ	2017 Prime Contractor	100% Complete	X	

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification, problem <input type="checkbox"/> D. Other (attach memorandum)	
Staff	Processing and Control	Approved	Date (mm/dd/yyyy)
Supervisor	Director of Housing/Director, Multifamily Division	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Previous editions are obsolete

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. Note: Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (Indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date
Gregg S. Lynch	Trenton HA, Window Replacement Abbott Towers, Trenton, NJ	2013 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Trenton HA Window Replacement French Towers Trenton, NJ	2013 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Woodbridge HA, Window Replacement Stem, Finn, & Adams Towers, Woodbridge, NJ	2015 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Atlantic City HA Window Replacement PH1 Altman Terrace Atlantic City, NJ	2017 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Perth Amboy HA, Window Replacement O'Donnell Dempsey Towers Perth Amboy, NJ	2017 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Elizabeth HA, Window Replacement Olowski Gardens Perth Amboy, NJ	2017 Prime Contractor	100% Complete	X	

Part II - For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy) _____ Tel No. and area code _____

Staff _____ Processing and Control _____

Supervisor _____ Director of Housing/Director, Multifamily Division _____

A. No adverse information; form HUD-2530 approval recommended.

B. Name match in system.

C. Disclosure or Certification problem.

D. Other (attach memorandum).

Approved _____
 Yes No

Date (mm/dd/yyyy) _____

Previous editions are obsolete

Previous Participation Certification

OMB Approval No. 2592-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily housing programs of HUD/FundHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (Indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MGR rating and Physical Insp. Score and date
Gregg S. Lynch	Woodbridge HA, Window Replacement at Greiner Towers, Woodbridge, NJ	2004 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Jersey City HA, Window Replacement at Thomas Stewart Apts, Jersey City, NJ	2005 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Guttenburg HA, Window Replacement at Golden Gardens Guttenburg, NJ	2005 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Peaberson HA, Window Replacement at Gordon Canfield Plaza, Peaberson, NJ	2006 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Guttenburg HA, Window Replacement at Maccaiso and Cepemtel Towers Guttenburg, NJ	2009 Prime Contractor	100% Complete	X	

Part II- For HUD Internal Processing Only
Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy) _____ Tel No. and area code _____

Staff _____ Processing and Control _____

Supervisor _____ Director of Housing/ Director, Multifamily Division _____

A. No adverse information, form HUD-2530 approval recommended.
 B. Name match in system
 C. Disclosure or Certification problem
 D. Other (attach memorandum)

Approved _____ Date (mm/dd/yyyy) _____

Yes No

Previous editions are obsolete

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principal Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (Indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date
Gregg S. Lynch	Woodbridge Twp HA, Window Replacement at Fern Towers Woodbridge, NJ	2002 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Jersey City HA, Window Replacement at Holland Gardens Jersey City, NJ	2002 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Ehrhart Gardens, Window Replacement at Ehrhart Gardens, Union, NJ	2003 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Hackensack HA, Window Replacement at Sussex & Newman Streets Hackensack, NJ	2003 Prime Contractor	100% Complete	X	

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.
Date (mm/dd/yyyy)

Tel No. and area code _____
Processing and Control _____
Supervisor _____

A. No adverse information; form HUD-2550 approval recommended.
 B. Name match in system
 C. Disclosure or Certification problem
 D. Other (attach memorandum)

Director of Housing/Director, Multifamily Division
Approved _____ Date (mm/dd/yyyy)
 Yes No

Previous editions are obsolete

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Roles (Indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date
Gregg S. Lynch	Roselle Senior Housing, Window Replacement at Pinewood Hall, Roselle, NJ	1999 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Patterson HA, Window Replacement at Riverside Terraces, Paterson, NJ	1999 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Middletown HA, Window Replacement at Daniel Towers, Middletown, NJ	2001 Prime Contractor	100% Complete	X	
Gregg S. Lynch	South Amboy HA, Window Replacement at McCarthy Towers, South Amboy, NJ	2001 Prime Contractor	100% Complete	X	
Gregg S. Lynch	Newark YMCA, Window Replacement on floors 10, 11, 12 Newark, NJ	2001 Prime Contractor	100% Complete	X	

Part II - For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.
Date (mm/dd/yyyy) Tel. No. and area code

Staff Processing and Control

A. No adverse information; form HUD-2530 approval recommended.
 C. Disclosure or Certification problem

Supervisor

B. Name match in system
 D. Other (attach memorandum)

Director of Housing/Director, Multifamily Division
Approved Yes No Date (mm/dd/yyyy)

Previous editions are obsolete

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

Gregg S. Lynch [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [X] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [X] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [X] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) is, is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) is, is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [X] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [X] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.



(Signature and Date) 12/10/24

Gregg S. Lynch

(Typed or Printed Name)

President

(Title)

Panoramic Window & Door Systems, Inc

(Company Name)

712 Sergeantsville Road, Stockton, NJ 08559

(Company Address)

Form of Non-Collusive Affidavit

REPLACEMENT OF GLASS BLOCK AT PAMRAPO GARDENS (12-1),
BERGEN POINT GARDENS (12-2), CENTERVILLE GARDENS (12-3),
AND LATOURETTE GARDENS (12-4)

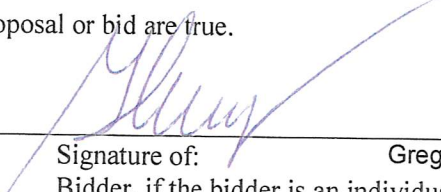
A F F I D A V I T
(Prime Bidder)

State of New Jersey)
County Hunterdon) :SS
Count of _____)

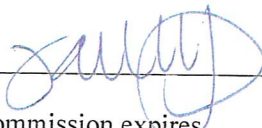
Gregg S. Lynch, being first duly sworn, deposes and says:

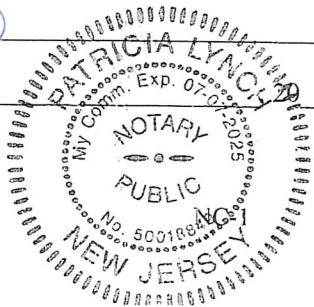
That he is Corporate Officer of the firm of Panoramic Window & Door Systems, Inc the
[a partner or officer of the firm of, etc.]

party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the HOUSING AUTHORITY OF THE CITY OF BAYONNE or any person interested in the proposed contract; and that all statements in said proposal or bid are true.


Signature of: _____ Gregg S. Lynch, President
Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer if the bidder is a corporation.

Subscribed and sworn to before me
this 10 day of December, 2024.


My commission expires _____.



REPLACEMENT OF GLASS BLOCK AT PAMRAPO GARDENS (12-1),
BERGEN POINT GARDENS (12-2), CENTERVILLE GARDENS (12-3),
AND LATOURETTE GARDENS (12-4)

HOUSING AUTHORITY OF THE CITY OF BAYONNE, NJ

BIDDER'S AFFIDAVIT

(This Affidavit is part of the Proposal)

STATE OF NEW JERSEY)

) :SS

COUNTY OF Hunterdon)
(Fill In)

Gregg S. Lynch

being duly sworn, deposes

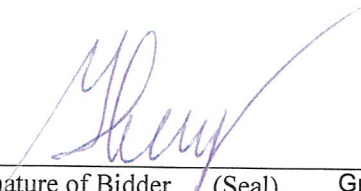
and says that he resides at 712 Sergeantsville Road, Stockton, NJ 08559

that he is the President who signed the above Bid or Proposal, that he was
(Give Title)
duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal
of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his
knowledge and belief.

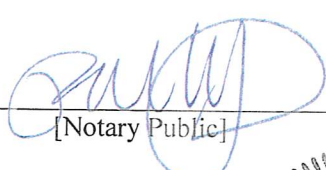
Subscribed and sworn to before me

at Stockton, NJ

on this 10 day of December, 2024.

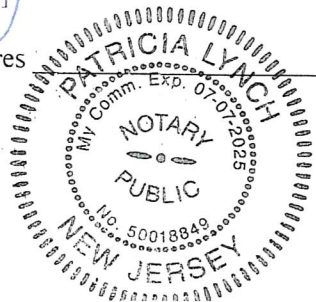


Signature of Bidder (Seal) Gregg S. Lynch, President



[Notary Public]

My commission expires _____



BA-1

QUALIFICATION QUESTIONNAIRE

**REPLACEMENT OF GLASS BLOCK AT PAMRAPO GARDENS (12-1),
BERGEN POINT GARDENS (12-2), CENTERVILLE GARDENS (12-3),
AND LATOURETTE GARDENS (12-4)**

THE HOUSING AUTHORITY OF THE CITY OF BAYONNE

BID FOR: Replacement of Glass Block at Bayonne HA

NAME OF BIDDER: Panoramic Window & Door Systems, Inc

ADDRESS: 712 Sergeantsville Road, Stockton, NJ 08559

REQUIREMENTS FOR SUBMITTED PROPOSALS IF QUALIFIED:

1. Each proposal must be accompanied by a Certificate of Surety of a surety company qualified to do business in the State of New Jersey, who shall at the time of submitting such proposal qualify as to its or their responsibility for the full amount of such proposal; and he will post a performance bond for the full amount of the contract pursuant to law if he is the successful bidder. Also accompanying each said proposal there must be a Certified Check or Bid Bond in an amount equal to percent (5%) (not to exceed) of the total proposal price.

2. It shall be necessary for the bidder to present evidence that he is the general contractor and can submit a suitable record of satisfactorily completing similar projects. In addition to the above, he shall submit evidence that his company has the necessary equipment to carry out this type of operation.

a. How many years have you been or engaged in construction under present firm or trade name?

36

b. What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type, and capacity of this equipment along with its present condition.

**SEE ATTACHED

- c. What equipment do you intend to purchase or lease for use on this project should the contract be awarded to you? Provide a description of the quantity, size, type, and capacity of the equipment you intend to lease or purchase.

Storage containers and lifts as needed

- d. How many years has your organization been in business performing the work required under this contract?

36

- e. If a corporation, answer the following:

E.1 - Date of Incorporation June 1988

E.2 - State of Incorporation New Jersey

E.3 - President's name(s) Gregg S. Lynch

E.4 - Vice President's name(s) Paul Nagy

- f. If individual or partnership, answer the following:

F.1 - Date of Organization _____

F.2 - Name and address of all partners (state whether general or limited partnership):

g. We normally perform 100 % of the work with our own forces. General character of work performed by our company.

asbestos removal/treatment, caulking & waterproofing, concrete/found. footings/ masonry work,
curtain walls, doors & hardware, general construction alter. & additions, painting,
siding & gutters, waste removal toxic/hazardous, windows

h. Have you ever failed to complete any work awarded to you? No If so, state circumstances.

i. Has any other officer or partner of your organization ever been an officer or a partner of some other organization that failed to complete a construction contract? No If so, state the name of the individual, other organization and reason therefore.

j. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? No If yes, state name of individual, name of owner and reason therefore.

k. Are there any liens, of any character, filed against your company at this time? No If yes, specify the nature and amount of lien.

l. In what manner have you inspected the proposed project: Explain in detail:

Site visit

m. The work, if awarded to you will have the personal supervision of whom.

Gregg S. Lynch

n. Do you intend to subcontract any portion of the work? yes If so, state which portion is to be subcontracted.

electrical

o. Have you made contracts or received firm offers for all materials within price use in preparing your proposal? Yes (It is not necessary to list names of dealers or manufacturers.)

p. Give trade references:

**SEE ATTACHED

q. Give bank references:

**SEE ATTACHED

3. It shall be necessary for the bidder to present a certified financial statement indicating the condition of his company of not more than twelve months prior to the bid submission. Failure to submit this document is a bid defect and may be a cause for the bid to be rejected.

** SEE ATTACHED

ASSETS

Cash on Hand \$ _____

Cash in Bank & Name of Said Bank \$ _____

Accounts Receivable from Completed Contracts \$ _____

Real Estate Used for Business Purposes \$ _____

Material in Stock \$ _____

Equipment Book Value \$ _____

Furniture and Fixtures \$ _____

Other Assets \$ _____

TOTAL ASSETS \$ _____

LIABILITIES

Notes Payable to Bank \$ _____

Notes Payable for Equipment Obligations \$ _____

Notes Payable for Other Obligations \$ _____

Accounts Payable \$ _____

Other Liabilities \$ _____

TOTAL LIABILITIES \$ _____

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Local Housing Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Stockton, NJ this 10 day of December, 2024.

Panoramic Window & Door Systems, Inc
(Name of Bidder)

By: Gregg S. Lynch

Title: President

State of New Jersey

County of Hunterdon

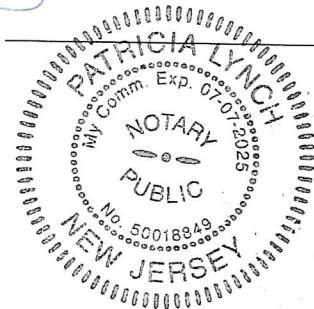
Gregg S. Lynch being duly sworn, deposes and says that he/she is the President of Panoramic Window & Door Systems, Inc
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 10 day of December, 2024.

[Signature]
(Notary Public)

My commission expires _____.



CONTRACTS COMPLETED IN THE LAST FIVE YEARS

**SEE ATTACHED

List the more important contracts completed by you in the last five years, stating approximate gross cost for each, and the month and year completed.

OWNER	LOCATION	DESCRIPTION	DATE OF CONTRACT START	GROSS AMOUNT OF CONTRACT	DATE OF CONTRACT COMPLETION

Include Name and Telephone Number of the Owner's Representative and the Design Professional in charge of the Work for each Project.

**SEE ATTACHED

STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts, whether in progress or awarded but not yet begun, or whether you are low bidder pending formal award of contract.

LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED/ BILLED	ADDIT'L EARNED SINCE LAST ESTIMATE	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
TOTALS						

Include Name and Telephone Number of the Owner's Representative and the Design Professional in charge of the Work for each Project.

STATEMENT OF COMPLIANCE

**REPLACEMENT OF GLASS BLOCK AT PAMRAPO GARDENS (12-1),
BERGEN POINT GARDENS (12-2), CENTERVILLE GARDENS (12-3),
AND LATOURETTE GARDENS (12-4)**

This is to certify that all persons employed by the undersigned will be paid full weekly wages earned, less permissible deductions for income taxes, social security, etc., and that no rebates have been or will be made either directly or indirectly to the undersigned from the full weekly wages earned by any person in its employ, and further that all employees will be paid as defined in Regulations, Part 3 (29 C.F.R., Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (43 Stat. 948, 63 Stat. 108, 72 Stat. 927; 40 U.S.C. 276c), and described on said payroll; that said payroll is correct and complete; that the wage rates contained in said payroll for laborers, and mechanics pursuant to the Contract under which such work was performed; and that the classification set forth for each laborer or mechanic conforms with the work he performed.



Signature

Gregg S. Lynch, President

Title

AFFIRMATIVE ACTION AFFIDAVIT

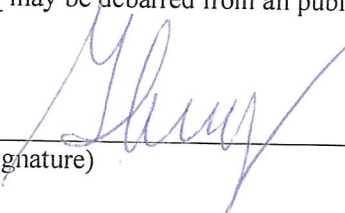
**REPLACEMENT OF GLASS BLOCK AT PAMRAPO GARDENS (12-1),
BERGEN POINT GARDENS (12-2), CENTERVILLE GARDENS (12-3),
AND LATOURETTE GARDENS (12-4)**

Pursuant to the regulations promulgated by the Affirmative Action the State of New Jersey in accordance with laws of Public Law 1975, Chapter 127 and all its latest amendments stated in the Circulars of the Secretary of the Treasury of the State of New Jersey, as are included with these specifications, contractors furnishing goods or services to the Authority must agree, where applicable, to the following:

During the performance of this contract, the contractor agrees as follows:

1. To comply with all the regulations of Affirmative Action Laws of the State of New Jersey, Public Law 1975, Chapter 127.
2. To comply with all requirements stated in [N.J.A.C. 17:27] a Memorandum entitled "Affirmative Action Requirements for Public Agencies in the Awarding of Contracts" (the "Memorandum").
3. To comply with all the requirements of a Notice and explanation of certain revisions to Exhibit B, Mandatory Affirmative Action Language: Construction Contracts (the "Notice").

The undersigned hereby states, have fully read and agrees to comply with the above, and is familiar with the regulations described therein and will furnish further information if requested by the Authority confirming the compliance with the above stated regulations. I am also aware that if the firm of Panoramic Window & Door Systems, Inc does not comply with Public Laws 1975, Chapter 127 and the rules and regulations issued pursuant thereto that no monies will be paid by the Authority and that the firm of Panoramic Window & Door Systems, Inc may be debarred from all public contracts for a period of up to five (5) years.

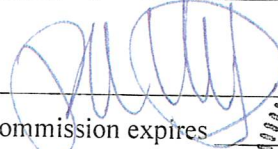
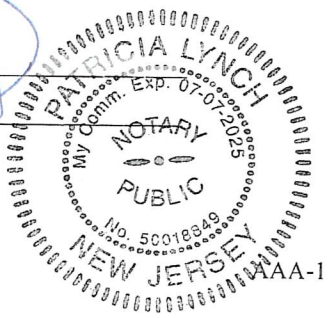


(Signature)
December 10 , 2024

President

Title (Sole Proprietor, General Partner or
Corporate Officer)

Subscribed and sworn to before me
this 10 day of December , 2024

My commission expires  _____


Form of Minority Business Enterprise ("MBE") Compliance Affidavit

REPLACEMENT OF GLASS BLOCK AT PAMRAPO GARDENS (12-1),
BERGEN POINT GARDENS (12-2), CENTERVILLE GARDENS (12-3),
AND LATOURETTE GARDENS (12-4)

AFFIDAVIT
(Prime Bidder)

State of New Jersey)
) : SS
County of Hunterdon)

Gregg S. Lynch, being first duly sworn, deposes and says:

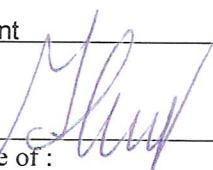
1. I am the majority shareholder of the company listed below, which is not certified by the State of New Jersey as a MBE firm; and hereby certify that if awarded this Contract, we will comply with Executive Order "123432", together with any amendment, entitled, "Minority Business Development" and further agree that:

2. Ten (10) days prior to the execution of this Contract, Panoramic Window & Door Systems, Inc will submit names and addresses of subcontractors who will be required to prove their valid classification of MBE and who will be utilized on the project, in which said contractor(s) will, at a minimum, equal twenty (20%) percent of the total Contract amount. Approved N.J. Certificates of MBE shall be submitted and dates, received or revised within twelve (12) months of the receipt of Bids; and further agrees that:

3. Non-compliance with any of the above is justification for termination of the Contract by the HOUSING AUTHORITY OF THE CITY OF BAYONNE.

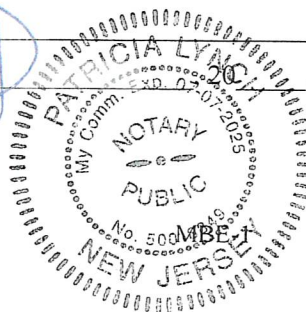
Name of Bidder: Panoramic Window & Door Systems, Inc

Printed Name and Title: Gregg S. Lynch, President

Signature of:  Gregg S. Lynch, President
Bidder, if the bidder is an individual;
Partner, if the bidder is a Partnership;
Officer, if the bidder is a Corporation.

Subscribed and sworn to before me
this 10 day of December, 20 24.

My commission expires 



Form of Site Inspection

REPLACEMENT OF GLASS BLOCK AT PAMRAPO GARDENS (12-1),
BERGEN POINT GARDENS (12-2), CENTERVILLE GARDENS (12-3),
AND LATOURETTE GARDENS (12-4)

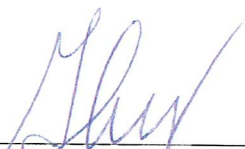
AFFIDAVIT
(Prime Bidder)

State of New Jersey)
) : SS
County of Hunterdon)

Gregg S. Lynch, being first duly sworn, deposes and says:

That he is Corporate Officer of the firm of Panoramic Window & Door Systems, Inc of the
[a partner or officer of the firm of, etc.]

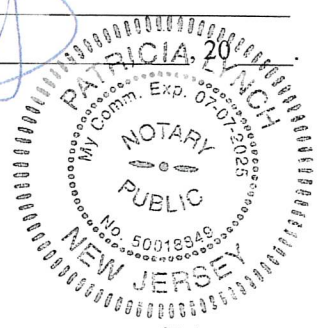
party making the foregoing proposal or bid, and that the above captioned locations were inspected
by Panoramic Window & Door Systems, Inc, estimator, in an effort to arrive at the
[name of firm]
enclosed bid proposal amount.



Signature of: Gregg S. Lynch, President
Bidder, if the bidder is an individual;
Partner, if the bidder is a Partnership;
Officer if the bidder is a Corporation.

Subscribed and sworn to before me
This 10 day of December, 20 24.

My commission expires 2025



Form of Voluntary Act and Deed Acknowledgement

REPLACEMENT OF GLASS BLOCK AT PAMRAPO GARDENS (12-1),
BERGEN POINT GARDENS (12-2), CENTERVILLE GARDENS (12-3),
AND LATOURETTE GARDENS (12-4)

AFFIDAVIT
(Prime Bidder)

State of New Jersey)
) : SS
County of Hunterdon)

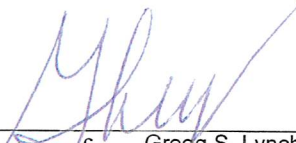
Gregg S. Lynch, being first duly sworn, deposes and says:

That he is Corporate Officer of the firm of
Panoramic Window & Door Systems, Inc of the party making the
[a partner or officer of the firm of, etc.]

foregoing proposal or bid, and that the Officers of the firm of Panoramic Window & Door Systems, Inc
[partners or officers of the firm of, etc.]

of the party making the foregoing proposal or bid have voted to present their bid proposal to the

HOUSING AUTHORITY OF THE CITY OF BAYONNE as their own voluntary act and deed.

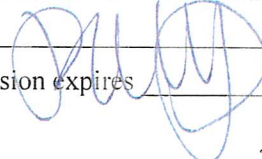


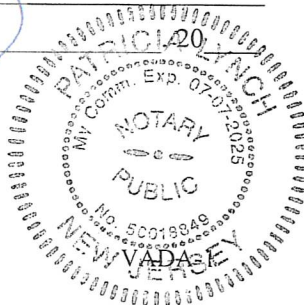
Signature of: Gregg S. Lynch, President
Bidder, if the bidder is an Individual;
Partner, if the bidder is a Partnership;
Officer, if the bidder is a Corporation.

Subscribed and sworn to before me

This 10 day of December, 20 24.

My commission expires





**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB Approval No. 2577-0157 (exp. 11/30/2023)

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Gregg S. Lynch

Name: _____

President

Title: _____

12/10/24

Date: _____

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract, except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training including apprenticeship.

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
- (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Panoramic Window & Door Systems, Inc.

Panoramic Window & Door Systems Inc.
Financial Statements
As of December 31, 2023 and December 31, 2022



**MANTELL
ROSSI
LEUNES**

Accountants and Advisors

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors of
Panoramic Window & Door Systems Inc.
712 Sergeantsville Road
Stockton, NJ 08559

We have reviewed the accompanying financial statements of Panoramic Window & Door Systems Inc., (a New Jersey corporation), which comprise the balance sheet as of December 31, 2023, and December 31, 2022, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Mantell, Rossi & Leunes
Mantell, Rossi & Leunes
Accountants and Advisors
Watchung, NJ 07069

August 29, 2024

Panoramic Window & Door Systems Inc.
Balance Sheets
As of December 31, 2023 and December 31, 2022

<u>Assets</u>	<u>12/31/2023</u>	<u>12/31/2022</u>
Cash and Cash Equivalents	\$ 870,681	\$ (393)
Contracts Receivable	3,943,589	8,039,456
Contract Assets	1,245,717	2,206,617
Inventory	-	2,094
Investment in Marketable Securities	782,748	837,427
Deposits	4,000	4,000
Total Current Assets	<u>6,846,735</u>	<u>11,089,201</u>
<u>Property and Equipment</u>		
Equipment	1,678,836	1,424,211
Leasehold Improvements	397,757	245,200
Less: Accumulated Depreciation	<u>(1,278,857)</u>	<u>(1,168,322)</u>
Total Property and Equipment	<u>797,736</u>	<u>501,089</u>
Total Assets	<u>\$ 7,644,471</u>	<u>\$ 11,590,290</u>
<u>Current Liabilities</u>		
Accounts Payable	\$ 1,801,190	\$ 4,954,760
Contract Liabilities	724,252	398,062
Accrued Expenses	66,332	53,354
Note payable - current portion	40,124	-
Credit Line	-	600,000
Total Current Liabilities	<u>2,631,898</u>	<u>6,006,176</u>
Long-Term Liabilities		
Notes Payable, less current portion	258,187	149,900
Officer Loans	<u>637,448</u>	<u>587,548</u>
Total Long-Term Liabilities	<u>895,635</u>	<u>737,448</u>
Total Liabilities	<u>3,527,533</u>	<u>6,743,624</u>
<u>Stockholder's Equity</u>		
Common Stock, no par value 2500 shares authorized, 100 shares issued and outstanding	-	-
Additional Paid in Capital	1,100	1,100
Retained Earnings	<u>4,115,838</u>	<u>4,845,566</u>
Total Stockholder's Equity	<u>4,116,938</u>	<u>4,846,666</u>
Total Liabilities & Stockholder's Equity	<u>\$ 7,644,471</u>	<u>\$ 11,590,290</u>

See accompanying notes and accountants' review report.

Panoramic Window & Door Systems Inc.
 Statements of Income
 Year Ended December 31, 2022

	12/31/2023	12/31/2022
Contract Revenue	\$ 19,852,550	\$ 26,979,441
Cost of Contract Revenue	15,102,902	22,017,408
Gross Profit	4,749,648	4,962,033
 Selling, General and Administrative Costs		
Salaries-Officer	824,400	824,000
Salaries-Other	1,471,379	870,219
Advertising	67,205	74,165
Payroll Taxes	359,311	361,563
Rent	99,457	86,957
Truck Expenses	144,948	175,338
Depreciation	139,197	134,421
Insurance	695,320	310,670
Interest Expense	62,229	32,712
Bad Debt Expense	-	134,586
Telephone	545	2,499
Professional Expenses	149,406	74,679
Office Expense	196,925	256,652
Non Job Bid Expense	8,133	6,935
Repairs & Maintenance	84,717	94,304
Travel & Entertainment	17,878	16,538
Utilities	40,199	45,785
Management Fees	335,000	-
Fines and penalties	98,237	290,000
Total Selling, General and Administrative Costs	4,794,486	3,792,023
 Income/(Loss) From Operations	 (44,838)	 1,170,010
 Other Income		
Net Investment Gain/(Loss) on Marketable Securities	(34,641)	81,574
 Income Taxes	 2,075	 -
 Net Income/(Loss)	 \$ (81,555)	 \$ 1,251,584

See accompanying notes and accountants' review report.

Panoramic Window & Door Systems Inc.
 Statements of Retained Earnings
 As of December 31, 2023 and December 31, 2022

	12/31/2023	12/31/2022
Retained Earnings-Beginning	\$ 4,845,566	\$ 3,869,434
PPP Loan Forgiveness		10,000
Unrealized Gain/(Loss) on Marketable Securities	109,144	(277,292)
Shareholder Distributions	(757,318)	(8,160)
Net Income(Loss)	(81,555)	1,251,584
 Retained Earnings-Ending	 \$ 4,115,837	 \$ 4,845,566

See accompanying notes and accountants' review report.

Panoramic Window & Door Systems Inc.
Statements of Cash Flows
As of December 31, 2023 and December 31, 2022

	12/31/2023	12/31/2022
Cash Flows from Operating Activities:		
Net Income/(Loss)	\$ (81,555)	\$ 1,251,584
Adjustments to reconcile Net Income/(Loss) to Net Cash Provided by Operating Activities:		
Depreciation and Amortization	139,197	134,421
Changes in Assets and Liabilities:		
Contract Receivable, including unconditional retainage	4,095,867	(4,911,838)
Contract Assets, including conditional retainage	960,900	(965,811)
Investment in Marketable Securities	137,256	(1,114,719)
Accounts Payable	(3,153,570)	4,771,105
Contract Liabilities, net of conditional retainage	326,190	(1,355,180)
Accrued Expenses	12,978	5,163
Net Cash Provided (Used) by Operating Activities	2,437,263	(2,185,275)
Cash Flows from Investing Activities:		
Purchases of Property and Equipment	(407,182)	-
Net Cash Provided (Used) by Investing Activities	(407,182)	-
Cash Flows from Financing Activities:		
Net Proceeds from Note Payable	148,411	-
Net (Payments on)/Proceeds from Officer Loans	49,900	200,000
Net Proceeds from/(payments made for) Credit Line	(600,000)	300,000
Shareholder Distributions	(757,318)	(8,160)
Net Cash Provided (Used) by Financing Activities	(1,159,007)	491,840
Net Increase/(Decrease) in Cash and Cash Equivalents	871,074	(1,693,435)
Cash - Beginning of Year	(393)	1,693,042
Cash - End of Year	\$ 870,681	\$ (393)

See accompanying notes and accountants' review report.

Panoramic Window and Door Systems, Inc.
Notes to Financial Statements
December 31, 2023 and December 31, 2022

1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Panoramic Window and Door Systems, Inc. (the "Company"), an "S" Corporation, was incorporated in 1988 in the State of New Jersey. The Company is a general contractor providing installations of windows and doors in the northern and central New Jersey area. was formed in the State of New Jersey. It is engaged as a single purpose entity as a contractor providing the installation of windows and doors. The Company performs work on contracts issued by both public and private sector owners. The length of the contracts vary but typically range from three years to eighteen months. Prior years have been restated for comparability.

Basis of Presentation

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") as detailed in the Financial Accounting Standards Board's Accounting Standards Codification. The financial statements have been prepared on the accrual basis of accounting.

Cash and Cash Equivalents

For the purpose of reporting cash flows, the Company considers all highly liquid investments purchased with a maturity of three months or less at acquisition as cash and cash equivalents in the accompanying balance sheet.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, which range from 5 to 15 years. If assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is recognized. The costs of maintenance and repairs is expensed as incurred.

Revenue Recognition

For contracts that are within the scope of FASB ASC 606, the company performs the following five steps: (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize the revenue when (or as) the entity satisfies a performance of obligation.

Performance Obligation and Recognition Method:

The company evaluates whether two or more contracts should be combined and accounted for as one single performance obligation and whether a single contract should be accounted for as more than one performance obligation. ASC 606 defines a performance obligation as a contractual promise to transfer a distinct good or service to a customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. The company's evaluation requires significant judgement and the decision to combine a group of contracts or separate a contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period. The majority of the Company's contracts have a single performance obligation, as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contract and, therefore, is not distinct. However, occasionally the Company has contracts with multiple performance obligations. In 2023 and 2022 the company had no contracts with multiple performance obligations.

Panoramic Window and Door Systems, Inc.
Notes to Financial Statements
December 31, 2023 and December 31, 2022

Performance Obligation and Recognition Method (continued)

Revenue related to contracts with customers is recognized over time as work is completed because of the continuous transfer of control to the customer (typically using an input measure such as costs incurred to date relative to total estimated costs at completion to measure progress). Costs that do not depict progress toward satisfaction of the performance obligation are included in contract costs with revenue recognized to the extent of such costs without any profit and include items such as uninstalled materials and re-work.

Revenue on contracts with customers is measured based on consideration specified in a contract with a customer, and excludes any amounts collected on behalf of third parties. Taxes assessed by a government authority that are both imposed and concurrent with a specific revenue-producing transaction, that are collected by the Company from a customer, are excluded from revenue.

Contract revenues are primarily derived from fixed-price construction contracts. The Company has determined that generally these fixed-price construction projects provide a distinct service and, therefore, qualify as one performance obligation as the promise to transfer the individual goods and services is not separately identifiable from other promises in the contracts and therefore, not distinct. Revenue is recognized over time, because of the continuous transfer of control to the customer as work is performed at the customer's site and, therefore, the customer controls the asset as it is being constructed. The cost-to-cost measure of progress best depicts the transfer of control of assets to the customer, which occurs as costs are incurred.

Revenues from time-and-material contracts are billed to customers as work is performed. The Company determined that generally time-and-material contracts contain a single performance obligation and the services and maintenance provided by the contracts are considered a series that are substantially the same and have the same pattern of transfer to the customer. The performance obligation is considered to be satisfied over time since the customer simultaneously receives and consumes the benefits of the time-and-material contracts.

Cost of revenues earned include all direct material and labor costs and those indirect costs related to contract performance, such as, indirect labor, supplies, tools, repairs, and depreciation costs. The costs of significant uninstalled materials, re-work, or scrap is generally excluded from the cost-to-cost measure of progress as it is not proportionate to the entity's progress in satisfying the performance obligation. Costs to fulfill a contract, including mobilization costs, prior to substantive work beginning is capitalized as incurred and amortized over the expected duration of the contract. During the the years ended December 31, 2023 and 2022, the Company amortized costs of contracts \$0, and \$0 of capitalized costs to fulfill contracts, respectively, general and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

The Company's contracts may include retention provisions to provide assurance to customers that the Company will perform in accordance with the contract terms. The retention provisions are not considered a significant financing component. The balances billed but not paid by customers pursuant to these provisions generally become due upon completion of and acceptance of the project by the customer. The Company has determined that there are no significant financing components included in construction as of December 31, 2023.

Contract Estimates including Claims, Unapproved Change Orders and Variable Consideration

Accounting for long-term contracts with customers involves the use of various techniques to estimate total transaction price, total estimated costs at completion, and progress toward satisfaction of performance obligations which are used to recognize revenue earned. Unforeseen events and circumstances can alter the estimate of the costs associated with a particular contract. Total estimated costs at completion can be impacted by changes in productivity, scheduling, the unit cost of labor, subcontracts, material, and equipment. Additionally, external factors such as weather, customer needs, customer delays in providing permits and approvals, labor availability,

Panoramic Window and Door Systems, Inc.
Notes to Financial Statements
December 31, 2023 and December 31, 2022

Contract Estimates including Claims, Unapproved Change Orders and Variable Consideration (continued)

governmental regulation and politics may affect the progress of a project's completion, and thus the timing and amount of revenue recognition. To the extent that original cost estimates are modified, estimated costs to complete, increase, delivery schedules are delayed, or progress under a contract is otherwise impeded, cash flow, revenue recognition, and profitability from a particular contract may be adversely affected.

The nature of the Company's contracts gives rise to several types of variable consideration, including contract modifications (unapproved change orders and claims), liquidated damages, volume discounts, performance bonuses, shared savings, incentive fees, and other terms that can either increase or decrease a contract's transaction price. The Company estimates variable consideration as the most likely amount to which it expects to be entitled. The Company includes variable consideration in the estimated transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. The estimates of variable consideration and determination of whether to include estimated amounts in transaction price are based largely on an assessment of the anticipated performance and all information (historic, current, and forecasted) that is reasonably available to the Company. The effect of a change in variable consideration on the transaction price of a performance obligation is recognized as an adjustment to revenue on a cumulative catch-up basis.

Contract modifications can result from changes in contract specifications or requirements that either create new or change existing enforceable rights and obligations of the parties to the contract. The Company considers unapproved change orders to be contract modifications for which customers have agreed to changes in the scope of the contract but have not agreed to the price.

The Company considers claims to be contract modifications for which the Company has sought, or will seek, to collect from customers, or others, for customer-caused changes in contract specifications or design, or other customer-related causes of unanticipated additional contract costs on which there is no contractual agreement with the customer for changes in either the scope or price of the contract. Claims can also be caused by non-customer caused changes. Such as weather delays, work stoppages or other unanticipated events.

Costs associated with contract modifications are included in the estimated costs to complete the contracts and are treated as project costs when incurred. In most instances, contract modifications are goods or services that are not distinct and, therefore, are accounted for as part of the existing contract, and the measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue on a cumulative catch-up basis.

To the extent unapproved change orders and claims reflected in the transaction price are not resolved in the Company's favor, or to the extent other contract provisions reflected in the transaction price are not earned, there could be reductions in or reversals of previously recognized revenue.

As a significant change in one or more of these estimates could affect the revenue and profitability of the Company's long-term construction contracts, the Company reviews, and updates contract-related estimates regularly. The Company recognizes adjustments in estimated revenue on contracts on a cumulative catch-up basis. Under this method, the cumulative impact of the revenue adjustment is recognized in the period the adjustment is identified.

Revenue in future periods of contract performance are recognized using the adjustment estimate. If at any time the contract estimates indicate an anticipated loss on a contract, the project loss is recognized in full, including the reversal of any previously recognized profit, in the period it is identified and recognized as an accrued loss on uncompleted contracts on the balance sheet. No adjustments resulting from revisions to estimates on any individual contract was material to the financial statements for the years ended December 31, 2023, or 2022.

Panoramic Window and Door Systems, Inc.
Notes to Financial Statements
December 31, 2023 and December 31, 2022

Contract Assets and Contract Liabilities

The timing of when the Company bills their customers on long-term construction contracts is generally dependent upon agreed-upon contractual terms, which may include milestone billings based on the completion of certain phases of the work, or when services are provided, when billings occur subsequent to revenue recognition as a result of contingencies, the result is unbilled revenue, which is included in contract assets. Additionally, the Company may receive advances or deposits from customers before revenue is reorganized, resulting in deferred revenue, which is included in contract liabilities.

Retainage for which the Company has an unconditional right to payment that is only subject to the passage of time is classified as contracts receivable. Retainage subject to conditions other than the passage of time does not meet the definition of receivable and is therefore included in contract assets and contract liabilities, as determined on a contract-by-contract basis.

Contract assets represent revenues recognized in excess of amounts paid or payable (contract receivables) to the Company on uncompleted contracts. Contract liabilities represent the Company's obligation to perform on uncompleted contracts with customers for which the Company has received payment or for which contract receivables are outstanding. The following table provides information about contract assets and contract liabilities from contracts with customers as of December 31, 2023 and 2022.

	<u>2023</u>	<u>2022</u>
Revenue recognized in excess of amounts paid or payable (contract receivables) to the Company on uncompleted contracts (contract asset), excluding retainage.	\$1,245,717	\$2,206,617
Retainage included in contract assets due to being conditional on something other than solely passage of time.	<u>- 0 -</u>	<u>- 0 -</u>
Total contract assets	<u>\$1,245,717</u>	<u>\$2,206,617</u>
Payments received or receivable (contract receivables) in excess of revenue recognized on uncompleted contracts (contract liability), excluding retainage.	\$724,252	\$398,062
Retainage included in contract assets due to being conditional on something other than solely passage of time.	<u>- 0 -</u>	<u>- 0 -</u>
Total contract liabilities	<u>\$724,252</u>	<u>\$398,062</u>

Panoramic Window and Door Systems, Inc.
Notes to Financial Statements
December 31, 2023 and December 31, 2022

Use of Estimates

The preparation of the financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation. It is reasonably possible that changes may occur in the near term that would affect management's estimates with respect to the percentage of completion method, allowance for doubtful accounts and accrued expenses. Revisions in estimated contract profits are made in the year in which circumstances requiring the revision become known.

Advertising Costs

Advertising costs are expensed as incurred. Total advertising costs for the year ended December 31, 2023 and December 31, 2022, were \$67,205 and \$74,165 respectively.

Income Taxes

The Company with the consent of its shareholder, has elected under the Internal Revenue Code ("IRC") and the corresponding section of the New Jersey tax law to be taxed as an "S" Corporation for both federal and state income tax reporting. The shareholder of the "S" Corporation is taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements.

Certain Leasing Arrangements with Entities under Common Control

The Company has adopted the accounting alternative offered to private companies in FASB ASC 810-10 for certain leasing arrangements with entities under common control. In accordance with this alternative, the Company does not evaluate entities that meet the requirements in the variable interest entities subsections of FASB ASC 810-10. Instead, the Company discloses the leasing arrangement as required by the accounting alternative.

Risks and Uncertainties

The Company is subject to various risks common to construction services, including, but not limited to, uncertainties related to environmental hazards, market conditions, and loss of a significant customer.

The Company maintains cash balances with financial institutions that are secured by the Federal Deposit Insurance Corporation up to \$250,000. At times during the year these balances may exceed the federally insured limits. As of December 31, 2023 there was \$620,681 of uninsured deposits.

Contracts generally include assurance-type warranties that the Company's performance is free from material defect and consistent with the specifications of the contracts, which do not give rise separate performance obligation. Historically, the Company has not experienced significant warranty costs.

Panoramic Window and Door Systems, Inc.
Notes to Financial Statements
December 31, 2023 and December 31, 2022

2. CONTRACTS RECEIVABLE

Contracts receivable are presented on the balance sheet. Differences between the amount due and the amount management expects to collect are reported in the results of operations of the year in which those differences are determined, with an offsetting entry to a valuation allowance for contracts receivable. Balances that are still outstanding after management has used reasonable collection efforts are written off.

	<u>2023</u>	<u>2022</u>
Contracts in Progress	\$ 3,422,225	\$ 6,491,898.0
Completed Contracts	<u>521,364</u>	<u>1,547,558</u>
Total	<u>\$ 3,943,589</u>	<u>\$ 8,039,456</u>

3. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of December 31,

	<u>2023</u>	<u>2022</u>
Machinery and Equipment	\$ 1,345,574	\$ 1,213,362
Leasehold Improvements	537,693	245,200
Trucks and Vehicles	193,326	210,849
Accumulated Depreciation and Amortization	<u>(1,278,857)</u>	<u>(1,168,322)</u>
Net Property and Equipment	<u>\$ 797,736</u>	<u>\$ 501,089</u>

Depreciation and amortization expense related to property and equipment was \$139,197 and \$134,421 for the periods ending December 31, 2023 and 2022, respectively.

4. REVENUE RECOGNIZED AND COSTS INCURRED ON UNCOMPLETED CONTRACTS

The following is a summary of contracts in progress as of December 31, 2023 and 2022:

	<u>12/31/2023</u>	<u>12/31/2022</u>
Cost incurred on uncompleted contracts	\$ 18,577,928	\$ 20,653,700
Estimated gross profit	<u>5,004,323</u>	<u>4,398,073</u>
	23,582,251	25,051,773
Less: Billings to date	<u>23,060,786</u>	<u>23,259,919</u>
	<u>\$ 521,465</u>	<u>\$ 1,791,854</u>

Included in the accompanying balance sheets under the following as of December 31, 2023 and 2022:

Contract Assets	\$ 1,245,717	\$ 2,075,884
Contract Liabilities	<u>(724,252)</u>	<u>(284,030)</u>
	<u>\$ 521,465</u>	<u>\$ 1,791,854</u>

Panoramic Window and Door Systems, Inc.
Notes to Financial Statements
December 31, 2023 and December 31, 2022

5. BACKLOG

The following schedule summarizes changes in backlog on contracts obtained during the year ended December 31, 2023. Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at year end and from contractual agreements on which work has not begun.

Contract revenues on uncompleted contracts As of December 31, 2022	\$15,343,347
Contract revenue for new contracts, 2023	<u>18,105,835</u>
Subtotal	33,449,182
Less Contract Revenue Earned during the year	<u>19,852,550</u>
Backlog Balance as of December 31, 2023	<u>\$13,596,632</u>

6. RELATED PARTY TRANSACTIONS

From time to time throughout the business cycle, the shareholder will either borrow from or loan additional funds to the company. These funds bear no interest and are reflected in the officer's loan accounts.

7. RENTAL COMMITMENTS

The Company is obligated under a non-cancellable operating lease for the premises. Future minimum lease payments under this non-cancellable operating lease having a lease term of one year or more are as follows:

For the year ending December 31,	
2024	\$ 125,000
2025	125,000
2026	125,000
2027	125,000
2028	<u>125,000</u>
	<u>\$ 625,000</u>

8. NOTE PAYABLE

The Company secured a loan for \$207,900 in June 2022 to finance the purchase of equipment with a loan from Alliance Funding. The loan term is 60 monthly payments of \$4,273 each. The note is fully amortizing. Interest on this loan is charged at 8.57%.

The Company has a long-term non-interest bearing loan from a third-party of \$150,100.

Future principal payments required under the term note subsequent to December 31, 2023, are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2024	\$ 40,124
2025	43,701
2026	47,596
2027	<u>16,790</u>
Total	<u>\$148,211</u>

Panoramic Window and Door Systems, Inc.
Notes to Financial Statements
December 31, 2023 and December 31, 2022

9. LINE OF CREDIT

The Company has a \$600,000 revolving line of credit, none of which was used at December 31, 2023. Bank advances on the credit line are payable on demand and carry an interest rate of 1 3/4% over prime. The credit line is secured by substantially all corporate assets and is personally guaranteed by the shareholder of the corporation.

Although it has no obligation to do so, the Company may subsequently pay distributions to its shareholder in an amount sufficient to compensate the shareholders for the income taxes he might be required to pay on the S-corporations' income.

10. FAIR VALUE MEASUREMENTS

The Company has a number of financial instruments, none of which are held for trading purposes. The Company estimates that the fair value of all financial instruments at December 31, 2023, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is necessarily required in interpreting market data to develop the estimates of fair value, and, accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange. Pursuant to the requirements of accounting standards relating to Fair Value Measurements, the Organization has provided fair value disclosure information for relevant assets and liabilities in these financial statements. The following table summarizes assets (liabilities) which have been accounted for at fair value on a recurring basis as of December 31, 2023 along with the basis for the determination of fair value:

	(Tier 1)	(Tier 2)	(Tier 3)
Cash	\$870,681		
Contracts Receivable	\$3,943,589		
Debt	\$298,311		

For applicable assets and liabilities subject to this pronouncement, the Organization will value such assets and liabilities using quoted market prices in active markets for identical assets and liabilities to the extent possible (Tier 1). To the extent that such market prices are not available, the Organization will next attempt to value such assets and liabilities in active and inactive markets and other corroborated factors (Tier2). In the event that quoted market prices in active markets and other observable measurement criteria are not available, the Organization will develop measurement criteria based on the best information available (Tier 3).

11. CONTINGENCIES

The Company is a defendant in several claims relating to matters arising in the ordinary course of their construction business. Certain claims are insured but are subject to varying deductibles and certain of the claims are uninsured. The amount of liability, if any, from the claims will not have a material adverse impact on the Company's financial position. Due to uncertainties in the settlement process, it is at least reasonably possible that management's estimate of the outcome might change within the next year.

12. UNUSUAL ITEM

During 2023 the Company considers the settlement of an employment dispute to be unusual and non-recurring. The matter resulted in additional labor costs of \$210,000 and fines of approximately \$97,000 and are included in the operating expenses of the Company.

Panoramic Window and Door Systems, Inc.
Notes to Financial Statements
December 31, 2023 and December 31, 2022

13. SUBSEQUENT EVENTS

The organization has evaluated subsequent events occurring after the statement of financial position date through the date of August 29, 2024 which is the date the financial statements were available to be issued. Based on this evaluation, the organization has determined that there were no subsequent events.

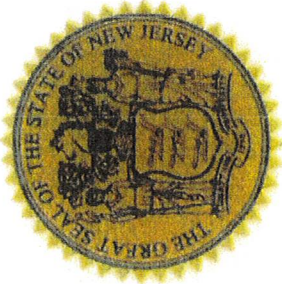
PANORAMIC WINDOW & DOOR SYSTEMS INC.
SCHEDULE OF CONTRACTS IN PROGRESS

Contract	Contract Totals			From Inception to December 31, 2023			December 31, 2023			Prior Periods			For the Year Ended		
	Contract Revenues	Total Estimated Cost	Gross Profit (Loss)	Contract Revenues	Cost to Date	Gross Profit (Loss)	Percent Complete	Billings	(Over) Under Billings	Contract Revenues	Gross Profit (Loss)	Contract Revenues	Gross Profit (Loss)	Contract Revenues	Gross Profit (Loss)
560 HANOVER AVE, MORRISTOWN	\$ 955,785	\$ 789,628	\$ 166,157	\$ 945,269	\$ 780,940	\$ 164,329	98.9%	\$ 808,289	\$ 136,979	\$ 828,020	\$ 178,623	\$ 117,249	\$ (14,294)	\$ 117,249	\$ (14,294)
FRANKLIN & ROOSEVELT SCH, RAHWAY	4,046,000	3,519,016	526,984	3,392,854	2,950,941	441,913	83.9%	3,068,132	324,721	95,104	19,021	3,297,750	422,892	3,297,750	422,892
VINELAND HS N&S "V" WING	1,312,000	1,030,570	281,430	952,693	748,336	204,357	72.6%	1,209,526	(256,833)	69,266	13,853	883,427	190,504	883,427	190,504
OCEAN INTERM SCH, OCEAN	2,495,000	1,803,004	691,996	2,049,708	1,481,215	568,493	82.2%	2,194,465	(144,757)	27,844	5,569	2,021,864	562,924	2,021,864	562,924
ULYSSES S GRANT, PASSAIC	455,000	366,907	88,093	393,179	317,055	76,124	86.4%	410,190	(17,011)	7,388	1,478	383,792	74,646	383,792	74,646
CANFIELD SCH, MINE HILL	771,742	602,856	168,886	739,003	577,282	161,722	95.8%	684,689	54,315	10,719	2,144	728,285	159,578	728,285	159,578
RIDGWAY ELEM SCH, MANCHESTER	622,000	501,732	120,268	505,510	407,766	97,744	81.3%	501,576	3,934	9,294	1,859	496,217	95,885	496,217	95,885
PARSIPPANY TROY HILLS ELEM SCH	419,000	335,200	83,800	382,958	306,367	76,592	91.4%	339,083	43,875	13,663	(359)	820,910	164,182	820,910	164,182
EAST BRUNSWICK SCH, M&M CONST	8,523,240	6,472,745	2,050,495	8,512,265	6,464,410	2,047,855	99.9%	8,568,240	(55,975)	6,477,008	1,295,402	2,035,257	752,453	2,035,257	752,453
PENN LONDON SCHOOL, W GROVE, PA	210,600	164,190	46,410	196,238	152,993	43,245	93.2%	15,579	180,659	-	-	196,238	43,245	196,238	43,245
BERGENFIELD VARIOUS ACS, BERGENFIELD	260,700	180,859	79,841	217,577	150,943	66,634	83.5%	233,782	(16,204)	-	-	217,577	66,634	217,577	66,634
FORT LEE AMBULANCE CORPS, FORT LEE	205,000	148,707	56,293	3,677	2,667	1,010	1.8%	-	3,677	-	-	3,677	1,010	3,677	1,010
CAPTAIN JAMES LA WRENCE SCHOOL, BURLINGTON	1,248,000	1,021,087	226,913	1,140,111	932,814	207,296	91.4%	996,620	143,491	-	-	1,140,111	207,296	1,140,111	207,296
CHESTER UPLAND SCHOOL OF THE ARTS, CHESTER, P	1,001,500	728,057	273,443	28,071	20,407	7,664	2.8%	-	28,071	-	-	28,071	7,664	28,071	7,664
FLEMINGTON RARITAN BOE LABELS, FLEMINGTON	26,320	21,056	5,264	-	-	-	0.0%	-	-	-	-	-	-	-	-
HIGHTECH SCHOOL, G&P PARLAMAS	35,000	28,000	7,000	-	-	-	0.0%	-	-	-	-	-	-	-	-
PISCATAWAY HS, HONEYWELL INTL	499,500	373,868	125,632	416,234	311,544	104,689	83.3%	452,680	(36,446)	-	-	416,234	104,689	416,234	104,689
OCEAN CITY HEALTH, TOMS RIVER	604,000	480,955	123,045	9,063	7,367	1,697	1.5%	14,700	(5,637)	-	-	9,063	1,697	9,063	1,697
OGDENSBURG ES, OGDENSBURG	345,000	301,267	43,733	9,713	8,482	1,231	2.8%	20,805	(11,092)	-	-	9,713	1,231	9,713	1,231
INTERVALE ES, PARSIPPANY	740,000	587,238	152,762	444,823	352,996	91,827	60.1%	402,419	42,404	-	-	444,823	91,827	444,823	91,827
SHULL & MCGINNIS SCHOOLS, PERTH AMBOY	5,527,865	4,609,920	917,945	756,267	630,683	125,584	13.7%	789,537	(33,270)	-	-	756,267	125,584	756,267	125,584
RIVERSIDE SCHOOL, RIVERSIDE	327,600	262,950	64,650	343,309	275,559	67,750	104.8%	282,820	60,488	-	-	343,309	67,750	343,309	67,750
WOODLAND SCHOOL, SAFEWAY CONT	1,131,889	926,345	205,544	634,379	533,548	118,831	57.8%	782,506	(128,127)	-	-	634,379	118,831	634,379	118,831
RILEY SCHOOL, SCOTCH PLAINS	10,850	8,680	2,170	4,523	3,619	905	41.7%	-	4,523	-	-	4,523	905	4,523	905
ST THERESA CHURCH, KENILWORTH	5,495	4,396	1,099	-	-	-	0.0%	-	-	-	-	-	-	-	-
LEARNING CHARTER SCHOOL, STROBER ROOFING	1,317,097	906,677	410,420	24,575	16,917	7,658	1.9%	-	24,575	-	-	24,575	7,658	24,575	7,658
BRAYTON ES, SUMMIT	1,404,000	1,123,200	280,800	151,656	121,325	30,331	18.8%	70,560	81,096	-	-	151,656	30,331	151,656	30,331
EISENHOWER MS PH 2, THAISAIN CONT	420,805	313,339	107,466	419,542	312,399	107,144	95.7%	371,735	47,807	-	-	419,542	107,144	419,542	107,144
ARONMINK ES, UPPER DARBYP, PA	1,044,000	770,595	273,405	25,679	18,934	6,725	2.5%	27,000	(1,321)	-	-	25,679	6,725	25,679	6,725
DURAND ES, VINELAND	755,000	604,000	151,000	10,596	8,477	2,119	1.4%	28,175	(17,579)	-	-	10,596	2,119	10,596	2,119
KOSSMAN ES, WASHINGTON TWP	748,500	523,222	225,278	22,783	15,926	6,857	3.0%	14,906	7,877	-	-	22,783	6,857	22,783	6,857
EISENHOWER ABATEMENT, WYCKOFF	43,900	35,120	8,780	10,881	8,705	2,176	24.8%	-	10,881	-	-	10,881	2,176	10,881	2,176
TOTAL	\$ 38,474,388.00	\$ 30,324,966.00	\$ 8,149,422.00	\$ 23,582,251.00	\$ 18,577,928.00	\$ 5,004,323.00	61.3%	\$ 23,060,786.00	\$ 521,465.00	\$ 7,536,509.00	\$ 86,702.00	\$ 16,043,742.00	\$ 3,484,003.00	\$ 16,043,742.00	\$ 3,484,003.00

PANORAMIC WINDOW & DOOR SYSTEMS INC.
SCHEDULE OF CONTRACTS COMPLETED

CONTRACT	TOTAL CONTRACTS				BEGINNING BEFORE JANUARY 1, 2023				JANUARY 1 TO DECEMBER 31, 2023			
	REVENUES EARNED	COST OF REVENUES	GROSS PROFIT LOSS	REVENUES EARNED	COST OF REVENUE	GROSS PROFIT (LOSS)	REVENUES EARNED	COST OF REVENUE	GROSS PROFIT (LOSS)	REVENUES EARNED	COST OF REVENUE	GROSS PROFIT (LOSS)
PASSAIC MUNICIPAL BUILDING	\$1,341,187	\$1,169,027	\$172,160	\$1,208,675	\$1,160,230	\$48,445	\$132,512	\$8,797	\$123,715			
READING FLEMING INTERMEDIATE SCH	2,689,495	2,060,685	628,811	2,653,835	2,056,267	597,568	35,661	4,418	31,243			
NO BERGEN HIGH SCHOOL	3,334,933	2,771,859	563,074	3,250,837	2,621,232	629,605	84,096	150,627	(66,531)			
RANOCAS VALLEY REG HS, MT HOLLY	2,543,461	2,609,132	(65,671)	2,549,294	2,572,011	(22,717)	(3,833)	37,121	(42,954)			
DENNIS O BRIEN SCH, DOVER	1,300,068	1,070,227	229,841	1,300,353	1,034,767	265,586	(285)	35,460	(35,745)			
VINELAND 3 SCHOOLS	1,395,568	1,231,466	164,102	1,027,048	822,231	204,817	368,820	409,235	(40,715)			
CLARA COLEMAN ELEM SC, GLENROCK	1,525,679	990,741	534,938	1,267,321	976,485	290,836	258,358	14,256	244,102			
FRANKLIN ELEM SCH, SADDLE BROOK	92,485	34,253	58,232	2,303	2,303	-	90,182	31,950	58,232			
8 NJ ARMORIES, BRAHMA CONSTRUCT	454,690	372,840	81,850	424,152	345,852	78,300	30,538	26,988	3,550			
BELLEVILLE WIRE, 25 RUTGERS LLC	222,631	161,586	61,045	174,441	139,455	34,986	48,190	22,131	26,059			
EISENHOWER MIDDLE SCH, THAISSIAN	456,786	335,652	121,133	385,568	308,916	76,652	71,218	26,736	44,482			
PATERSON CHARTER SCH	250,521	126,858	123,662	88,866	86,072	2,794	161,655	40,786	120,869			
FORT LEE HIGH SCH 2ND FL	304,604	161,590	143,014	163,088	124,308	38,780	141,516	37,282	104,234			
NORTH STAR ACADEMY, NEWARK	224,460	142,224	82,236	-	-	-	224,460	142,224	82,236			
BARSEDDIPOLITO ES ABATEMENT, VINELAND	168,400	-	168,400	-	-	-	168,400	-	168,400			
STILLWATER BRIDGE BLDG PH2, NORTHFIELD	180,000	112,177	67,823	-	-	-	180,000	112,177	67,823			
MONTVILLE ANIMAL SHELTER, MONTVILLE	24,500	14,590	10,110	-	-	-	24,500	10,110	14,390			
MIDDLESEX COUNTY VO-TECH, EAST BRUNSWICK	328,341	226,703	101,638	232,346	185,628	46,718	95,995	41,075	54,920			
QUEEN CITY CHARTER SCHOOL, PLAINFIELD	475,735	329,888	145,847	21,616	15,907	5,709	454,119	313,981	140,138			
MAUGER SCHOOL SVC, MIDDLESEX	1,120	955	165	-	-	-	1,120	955	165			
LYNDHURST LIBRARY, TNC CONST	80,158	57,595	22,563	1,000	1,000	-	79,158	56,595	22,563			
GARFIELD ES, KEARNY	1,213,250	1,142,741	70,509	1,252,330	1,027,878	224,452	(39,080)	114,863	(153,943)			
BAYVILLE ES, BAYVILLE	477,496	395,950	81,546	474,401	385,800	88,601	3,095	10,150	(7,055)			
AYALON ES, AVALON	424,430	332,261	92,169	392,413	323,432	68,981	32,017	8,829	23,188			
NORTHERN HIGHLANDS LIBRARY COURTYARD, ALLENDALE	22,438	3,881	18,557	3,881	3,881	-	18,557	-	18,557			
TOHICKON SCHOOL, DOYLESTOWN, PA	570,000	568,725	1,275	504,340	430,006	74,334	65,660	138,719	(73,059)			
BERGEN FAMILY CTR, ENGLEWOOD	179,001	64,059	114,941	23,904	-	23,904	155,097	64,059	91,037			
SOMERVILLE SR CITIZENS HOUSING	1,107,424	457,510	649,914	-	-	-	1,107,424	457,510	649,914			
BIXBY ES, BOGOTA	12,880	7,292	5,588	-	-	-	12,880	7,292	5,588			
FOREST ST ES SVC, EVCO CONT	8,255	3,250	5,004	-	-	-	8,255	3,250	5,004			
WNY #5 SVC, EVCO	5,200	1,786	3,414	-	-	-	5,200	1,786	3,414			
GOOD SHEPHERD CHURCH, PT PLEASANT	4,295	4,940	(645)	-	-	-	4,295	4,940	(645)			
MADISON HS, MADISON	18,125	4,554	13,571	-	-	-	18,125	4,554	13,571			
MARK JOVIC STOREFRONT, TOTOWA	3,656	8,188	(4,532)	-	-	-	3,656	8,188	(4,532)			
NORTHERN HIGHLANDS SVC, ALLENDALE	2,568	4,729	(2,161)	-	-	-	2,568	4,729	(2,161)			
MT LAUREL FIRE DEPT, MT HOLLEY	3,550	1,094	2,456	-	-	-	3,550	1,094	2,456			
SCOTCH PLAINS SR HOUSING PH 5, SCOTCH PLAINS	85,000	36,045	48,955	-	-	-	85,000	36,045	48,955			
IRVING ST SCHOOL, UNITEMP	30,000	9,322	20,678	-	-	-	30,000	9,322	20,678			
THOMAS JEFFERSON ES, UNITEMP	2,560	514	2,046	-	-	-	2,560	514	2,046			
EISENHOWER ES, SAYREVILLE	15,650	16,759	(1,109)	-	-	-	15,650	16,759	(1,109)			
OLD PROJECTS/ADJUSTMENTS	(67,859)	121,370	(189,229)	-	-	-	(67,859)	121,370	(189,229)			
TOTAL COMPLETED	\$21,512,732	\$17,164,821	\$4,347,911	\$17,402,010	\$14,623,661	\$2,778,349	\$4,243,241	\$2,541,160	\$1,569,570			
TOTAL IN PROGRESS							\$16,045,742	\$12,561,740	\$3,484,002			
GRAND TOTAL							\$19,852,550	\$15,102,902	\$4,749,648			

STATE OF NEW JERSEY
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF PUBLIC SAFETY & OCCUPATIONAL SAFETY & HEALTH
ASBESTOS CONTROL & LICENSING SECTION



Asbestos License

License Number: 01237

THIS LICENSE has been issued in accordance with and is subject to the provisions of the Asbestos Control and Licensing Act, N.J.S.A. 34:5A - 32 et seq.

Employer: Panoramic Windows & Door Systems Inc

Address: 712 Sergeantsville Rd
Stockton, NJ 08559-1129

Responsible Individual: Gregg S. Lynch

Type: Type "A" LICENSE to perform any type of asbestos work

This license is VALID ONLY FOR THE EMPLOYER NAMED HEREIN and must be readily available at the work site for inspections by the Commissioners of Labor and Workforce Development and Health & Senior Services and the contracting agency.

Issue Date: 05/23/2018

Expiration Date: 05/24/2025


Commissioner

CERTIFICATE of PARTICIPATION

ACKNOWLEDGES THAT THE FOLLOWING COMPANY

Panoramic Window & Door Systems, Inc.

PURSUANT TO AMENDMENTS TO N.J.S.A. 34:11-60.50 AND N.J.S.A. 34:11-56.52(6),
ABC-NJ CERTIFIES PARTICIPATION IN A REGISTERED APPRENTICESHIP PROGRAM BY
ACTIVELY PARTICIPATING IN THE ERISA TRUST.

ABCNJ - ERISA TRUST PARTICIPATOR

Trade(s) covered by participation: **Carpenter/Construction Craft Labor/Glazier, Architectural**

NJ DOL Program # 2019-NJ-72802

Cert# 13903788

Issue Date 1.15.2024

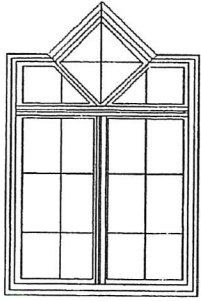


Samantha DeAlmeida Roman

SIGNED, **Samantha DeAlmeida Roman**
ERISA Administrative Manager

EXPIRES 1.31.2025





Panoramic Window & Door Systems, Inc.

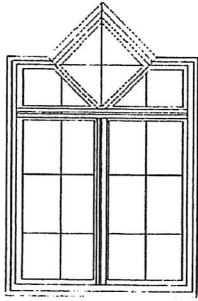
712 Sergeantsville Road, Stockton, NJ 08559
Phone: 732-926-0900 / Fax: 732-926-0901
patty@panoramicwindows.com

BIDDER CERTIFICATION BANK REFERENCE SHEET

Wells Fargo Bank
1889 Route 27
Edison, NJ 08817
Attn: Emily Briceno
980-465-7001

A handwritten signature in blue ink, appearing to read "Gregg S. Lynch", written over a horizontal line.

Gregg S. Lynch, President
Panoramic Window & Door Systems, Inc.



Panoramic Window & Door Systems, Inc.

712 Sergeantsville Road, Stockton, NJ 08559
Phone: 732-926-0900 / Fax: 732-926-0901
gregg@panoramicwindows.com

BACKGROUND EXPERIENCE OF THE PRINCIPAL MEMBERS

GREGG S. LYNCH – PRESIDENT - has owned and operated this construction company for the past 36 years and worked in the construction field for 10 years prior.

Email is Gregg@panoramicwindows.com

MARC PISA – PROJECT MANAGER/FOREMAN – has been a foreman with this company for the past 13 years and has worked in the construction field for 12 years prior.

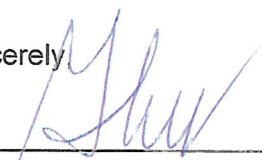
Email is Marc@panoramicwindows.com

PAUL NAGY-VICE PRESIDENT OF SALES-has been the Vice President of Sales for this company for the past 8 years and has worked in the construction field for 7 years prior.

Email is Paul@panoramicwindows.com

Panoramic Window & Door Systems, Inc., certifies that they are fully qualified to perform the requirements of the attached bid.


Sincerely,



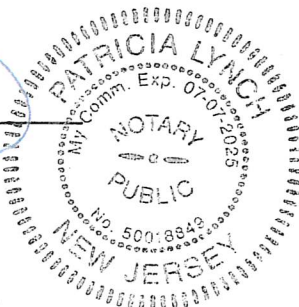
Gregg S. Lynch, President
Panoramic Window & Door Systems,
Inc.

Subscribed and sworn before me
This 10 day of December 2024

Notary Seal



Notary Public



65381

*True Copy
2027*

NAETH

CERTIFICATE OF COMPLETION

AHERA/EPA Accredited Per 40 CFR Part 763
Asbestos Accreditation under TSCA Title II

Gregg Lynch

Successfully completed the course entitled

**1/2-Day New York State/EPA/AHERA Asbestos Building Inspector Annual Refresher on
February 5th, 2024**

Expiration Date on February 5th, 2025

Glenn Neuschwender

Glenn Neuschwender, Greg Krueger
Training Directors, NAETH

Per 10 NYCRR Part 73.2 (L) (1), DOH 2832 Certificate of Completion of Asbestos
Safety Training is the only official record of training for N.Y.S. students.

10/13/16

Taxpayer Identification# 222-895-351/000

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, NJ 08646-0252

TAXPAYER NAME:
PANORAMIC WINDOW & DOOR SYSTEMS INC.

TRADE NAME:

ADDRESS:
712 SERGEANTSVILLE RD
STOCKTON NJ 08559
EFFECTIVE DATE:

SEQUENCE NUMBER:
0076391

03/02/89

ISSUANCE DATE:
10/13/16



Director
New Jersey Division of Revenue



PANOWIN-CL

TLOPEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Insurance Associates, LLC 100 Wood Ave South 4th Floor Iselin, NJ 08830	CONTACT NAME:		PHONE (A/C, No, Ext): (908) 232-0760	FAX (A/C, No):
	E-MAIL ADDRESS:			
INSURED Panoramic Window & Door Systems, Inc. 712 Sergeantsville Road Stockton, NJ 08559	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A : Hanover Insurance Company			22292
	INSURER B : Allmerica Financial Alliance Insurance Company			10212
	INSURER C : Insurance Company of the West			27847
	INSURER D : Crum & Forster Specialty Insurance Co.			44520
	INSURER E :			
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZHYD490716	2/11/2024	2/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWYD490805	2/11/2024	2/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHY D490717 06	2/11/2024	2/11/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WNJ 5035101 08	11/22/2024	11/22/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			CPL116011	8/8/2024	8/8/2025	Each Agg/Occ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Sample	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Certification 19222

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-Jun-2023** to **15-Jun-2030**

PANORAMIC WINDOW AND DOOR SYSTI
712 SERGEANTSVILLE ROAD
STOCKTON NJ 08559



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer



proActive Safety Services

3557 Springdale Rd. Suite E Cincinnati, Ohio 45251

Phone: (513) 372-6232

Certificate of Attendance and Successful Completion Renovator Initial – English

Per 40 CFR Part 745.225



Gregg S Lynch

712 Sergeantsville Rd, Stockton, NJ 08559

Certificate Number: R-I-99273-20-01951

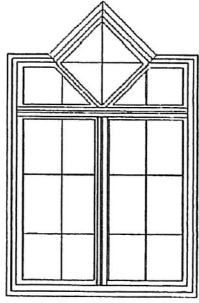
Course Date: 06/24/2020

Examination Date: 06/24/2020

Expiration Date: 06/24/2025

 Scott Teepe Jr. Tara Teepe (YanaC Teepe)

Training Manager / Principle Instructor



Panoramic Window & Door Systems, Inc.

712 Sergeantsville Road, Stockton, NJ 08559

Phone: 732-926-0900 / Fax: 732-926-0901

Patty@panoramicwindows.com

EQUIPMENT CERTIFICATION

Panoramic Window & Door Systems, Inc. has the following equipment already in their possession:

- Scaffolding
- Power tools
- Hand tools
- Pick up trucks
- Material movers
- Trailers
- Fork lift

Panoramic Window & Door Systems, Inc. has the available credit with numerous vendors to lease/rent any equipment not already owned to complete this project, such as dumpster, storage trailers, lifts, etc.



Gregg S. Lynch, President

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

PANORAMIC WINDOW & DOOR SYSTEMS, INC.
Gregg S. Lynch
712 Sergeantsville Rd
Stockton NJ 08559

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
PANORAMIC WINDOW & DOOR SYSTEMS, INC.
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE
02/14/2024 TO 03/31/2025
VALID

SIGNATURE
Cari Zois
13VH05104400
License/Registration/Certificate # ACTING DIRECTOR

02/14/2024 TO 03/31/2025
VALID

13VH05104400
LICENSE/REGISTRATION/CERTIFICATION #

Cari Zois
ACTING DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

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

PANORAMIC WINDOW & DOOR SYSTEMS, INC. EXPIRATION DATE 2025
YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 05104400 . 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.

PANORAMIC WINDOW & DOOR SYSTEMS, INC.
 712 SERGEANTSVILLE ROAD
 STOCKTON, NJ 08561

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 08626-0034



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
\$40,000,000	C092 -ASBESTOS REMOVAL/TREATMENT license #: 01237	03/26/2023	03/25/2025
	C073 -CAULKING & WATERPROOFING	03/26/2023	
	C019 -CONCRETE/FOUND. FOOTINGS/MASONRY WORK	03/26/2023	
	C026 -CURTAIN WALLS	03/26/2023	
	C011 -DOORS & HARDWARE	03/26/2023	
	C009 -GENERAL CONSTRUCTION/ALTER.& ADDITIONS	07/29/2024	
	C077 -PAINTING-GENERAL	03/26/2023	
	C013 -SIDING & GUTTERS	03/26/2023	
	C094 -WASTE REMOVAL TOXIC/HAZARDOUS	11/20/2023	
	C012 -WINDOWS	03/26/2023	

- 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 <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.



State of New Jersey

New Jersey Election Law Enforcement Commission

Governor Phil Murphy - Lt. Governor Tahesha Way

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Pay-to-Play

Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Form_sfBE Filled In.pdf

Confirmation number : 20233045343

Business Entity Name : Panoramic Window & Door Systems, Inc

Filing Year : 2023

The Information was received on : 01/05/2024

If you used a software other than the Official Adobe Reader to open and fill-in the Form BE, there is a high probability that your filing will be rejected. If you have any questions or concern, refer back to the detailed instructions on the download page.

 [Print this page for your records.](#)

[TOP](#)

Pay-to-Play

[PowerPoint Pres.....](#)

[Legal References](#)

[For State Pay-to-Play](#)

[- Dept. of the Treasury](#)

[For County and Local Pay-to-Play](#)

[- Dept. of Community Affairs](#)

[- Secretary of State Office](#)

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Certificate Number
61022

Registration Date: 03/13/2023
Expiration Date: 03/12/2025



State of New Jersey

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

Public Works Contractor Registration Act

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

Panoramic Window & Door Systems, Inc.

Responsible Representative(s):
Gregg Lynch, President

Handwritten signature of Robert Asaro-Angelo.

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

NON TRANSFERABLE

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

United States Environmental Protection Agency

This is to certify that



Panoramic Window & Door Systems Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires April 27, 2025

NAT-22491-3

Certification #

November 06, 2019

Issued On

A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



State of New Jersey

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

TRENTON, NJ 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

PHIL MURPHY
Governor

TAHESHA WAY, ESQ.
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

5-YEAR RECERTIFICATION
APPROVED

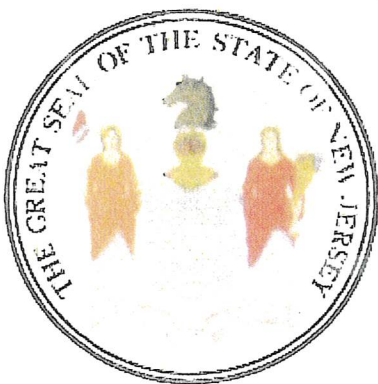
under the

Small Business Set-Aside Act

This certificate acknowledges PANORAMIC WINDOW & DOOR SYSTEMS INC.
DBA:Panoramic Window & Door Systems, Inc. as a Category 3 & 6 Approved Small
Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

In order for this certification to remain in effect throughout the 5 year certification
period, the business must submit annual verification statements attesting that there
has been no change in ownership, control, or any other factor of the business affecting
eligibility for certification as a small business. The verification statements must be
submitted not more than 60 days prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or
a renewal by its expiration date, the certification will lapse and the business will be
removed from the system (SAVI) that lists small business entities. If the business seeks
to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki

Peter Lowicki
Deputy Director

Issued: 3/11/2024

*Expiration: 3/11/2029

Certification Number: A0444-46

*As noted above, in order to maintain
its certification status, the business
must submit verification statements
for each of the five years



CONTRACTOR NOTICE OF PREQUALIFICATION

for
Panoramic Window & Door Systems, Inc.
712 Sergeantville Road
Stockton, NJ 08559

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: January 24, 2024

Expiration Date: March 25, 2025

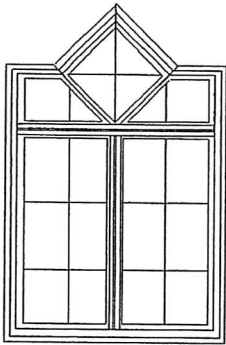
Aggregate Limit: \$40 Million

<input type="checkbox"/> Construction Manager as Constructor	<input type="checkbox"/> Sprinkler Systems	<input type="checkbox"/> Pile Driving
<input type="checkbox"/> Design Build	<input type="checkbox"/> Sheet Metal (Mechanical)	<input type="checkbox"/> Prefabrication Buildings
<input type="checkbox"/> General Construction	<input type="checkbox"/> Electrical	<input type="checkbox"/> Prefabrication Music/Sound Clean Rooms
<input type="checkbox"/> General Construction/Alterations & Additions	<input type="checkbox"/> Communications Systems	<input type="checkbox"/> Relocatable Buildings
<input type="checkbox"/> Partitions/Ceilings	<input type="checkbox"/> Fire Alarm/Signal Systems	<input checked="" type="checkbox"/> Asbestos Removal/Treatment
<input checked="" type="checkbox"/> Doors & Hardware	<input type="checkbox"/> Security/Intrusion Alarms	<input type="checkbox"/> Asbestos Removal/Mechanical
<input checked="" type="checkbox"/> Windows	<input type="checkbox"/> Audio Visual Systems	<input checked="" type="checkbox"/> Waste Removal Toxic/Hazardous
<input checked="" type="checkbox"/> Siding & Gutters	<input 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 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 checked="" type="checkbox"/> Concrete/Foundation Footings/ Masonry Work	<input type="checkbox"/> Athletic Fields/Tracks/Courts	<input type="checkbox"/> Test Boring
<input type="checkbox"/> Gunite	<input type="checkbox"/> Athletic Fields/Synthetic Turf	<input type="checkbox"/> Well Drilling
<input type="checkbox"/> Demolition	<input type="checkbox"/> Pumping Stations	<input type="checkbox"/> Microbial Remediation
<input type="checkbox"/> Fencing	<input type="checkbox"/> Landscape Irrigation	<input type="checkbox"/> Food Service Equipment
<input type="checkbox"/> Historical Light Fixture Restoration	<input type="checkbox"/> Roofing-Membrane EPDM	<input type="checkbox"/> School Furnishings
<input type="checkbox"/> Historical Restoration	<input type="checkbox"/> Roofing-Membrane PVC/CPE/CSPE	<input type="checkbox"/> Lab Furniture/Equipment
<input type="checkbox"/> Pre-Cast Concrete	<input type="checkbox"/> Roofing-Membrane Modified Bitumen	<input type="checkbox"/> Seating/Bleachers
<input checked="" 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 checked="" 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 checked="" 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>

Panoramic Window & Door Systems, Inc.



712 Sergeantsville Road
Stockton, NJ 08559
732-926-0900
732-926-0901 fax
patty@panoramicwindows.com

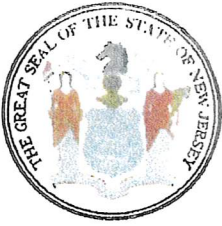
TRADE REFERENCES

Skyworks Equipment Rental
PO Box 74404
Cleveland, OH 44194-0504
716-822-5438
elashhorn@skyworksllc.com

Efco Corporation
4812 Solutions Center
Chicago, IL 60677-4008
417-235-3193 / 417-235-7313
michael@division8concept.com

Architectural Window Manufacturing
359 Veterans Boulevard
Rutherford, NJ 07070
201-939-2200 / 201-939-2201
alissa@architecturalwindow.com

Shades by Matiss
1148 US 22
Mountainside, NJ 07092
201-710-5016 / 201-710-5017
alicia@shadesbymatiss.com



State of New Jersey

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

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

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

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

I Certify that the amount of uncompleted work on contracts is \$ 16,130,731.00.

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

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



Respectfully submitted,

By Panoramic Window & Door Systems, Inc.

Name of Firm

Signature

President

Title

712 Sergeantsville Road

Business Address

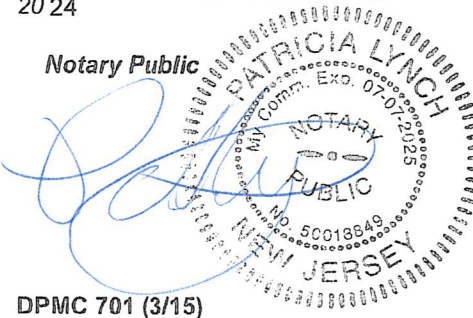
Stockton, NJ 08559

732-926-0900

Phone

Sworn to and subscribed before me This 10 day of December 20 24

Notary Public



DPMC 701 (3/15)

CURRENT WORK ON HAND

OWNER	PROJECT	CONTRACT AMOUNT	BALANCE W/RETENTION	% COMPLETE	ARCHITECT	EST. COMP DATE	TYPE OF WORK
Upper Darby School District 8201 Lansdowne Ave Upper Darby, PA 19026	Aronimink Elementary School	\$ 1,134,145	\$ 140,473	88%	Schrader Group Mark Adamiak 610-329-2441	Dec-24	Window Replacement Door Replacement Caulking Painting Prime Contractor
Rahway Board of Education 1138 Kline Pl Rahway, NJ 07065	Franklin & Roosevelt Elementary Schools	\$ 4,046,000	\$ 484,960	88%	PSA Rachel Tiedemann 973-586-2400	Dec-24	Window Replacement Asbestos Masonry Doors & Hardware Caulking Painting Prime Contractor
Perth Amboy Board of Education 178 Barracks St Perth Amboy, NJ 08861	Shull & McGinnis Middle Schools	\$ 5,527,865	\$ 477,353	91%	PSA Sylvester Agyei 973-586-2400	Dec-24	Window Replacement Masonry Caulking Painting Prime Contractor
Summit Public Schools 14 Beekman Terrace Summit, NJ 07901	Brayton Elementary School	\$ 1,404,000	\$ 464,407	67%	El Associates Simone Short 973-775-7777	Dec-24	Window Replacement Masonry Asbestos Abatement Painting Caulking Prime Contractor
Borough of Fort Lee 309 Main Street Fort Lee, NJ 07024	Fort Lee Ambulance Corp	\$ 205,000	\$ 43,568	99%	Boswell Engineering Anthony Paiano 201-641-0770	Dec-24	Window Replacement Door Replacement Caulking Prime Contractor
Bridgewater Raritan Board of Education 836 Newmans Lane Bridgewater, NJ 08807	Various Schools	\$ 6,064,300	\$ 517,000	91%	Solutions Architecture Anna Kharina 973-484-4800	May-25	Window Replacement Door Replacement Asbestos Abatement Caulking Prime Contractor
Saddle Brook Board of Education 355 Mayhill St Saddle Brook, NJ 07663	Saddle Brook High School	\$ 1,415,000	\$ 1,356,200	2%	Gianforcaro Architects Anthony Gianforcaro 908-879-6001	Jan-24	Window Replacement Painting Caulking Prime Contractor

CURRENT WORK ON HAND

Closter Board of Education 340 Homans Ave Closter, NJ 07624	Tenakill Middle School	\$ 454,000	\$ 124,642	73%	DiCara Rubino Architects Alberto Abreus 973-256-0202	Dec-24	Window Replacement Caulking Prime Contractor
TEAM Academy Charter Schools 60 Park Place Newark, NJ 07102	Upper Roseville Academy	\$ 855,000	\$ 813,400	5%	DiCara Rubino Architects Alberto Abreus 973-256-0202	Jan-24	Window Replacement Caulking Prime Contractor
TEAM Academy Charter Schools 60 Park Place Newark, NJ 07102	KIPP Rise Academy	\$ 731,000	\$ 146,288	80%	DiCara Rubino Architects Alberto Abreus 973-256-0202	Dec-24	Window Replacement Caulking Prime Contractor
Northern Valley Regional HS BOE 162 Knickerbocker Road Demarest, NJ 07627	Demarest High School	\$ 407,000	\$ 380,875	6%	DiCara Rubino Architects Zachary Koenig 973-256-0202	Dec-24	Window Replacement Caulking Painting Prime Contractor
Edgewater Housing Authority 300 Undercliff Ave Edgewater, NJ 07020	Edgewater Housing Authority Phase I	\$ 115,500	\$ 115,500	0%	Coppa Montalbano Architects Mark Montalbano 973-890-8989	Dec-24	Window Replacement Caulking Prime Contractor
Franklin Lakes School District 490 Pulis Ave Franklin Lakes, NJ 07417	Franklin Ave Middle School	\$ 1,070,000	\$ 1,025,900	4%	DiCara Rubino Architects Reggie Franklin 973-256-0202	Mar-25	Window Replacement Caulking Prime Contractor
Venus Tile & Marble 1083 Rt 12 Frenchtown, NJ 08825	Emerson Middle School	\$ 1,490,000	\$ 1,490,000	0%		Mar-25	Window Replacement Asbestos Abatement Caulking Masonry Painting Sub Contractor
Hanover Park Regional School District 75 Mount Pleasant Ave East Hanover, NJ 07936	Hanover Park High School	\$ 4,256,000	\$ 4,158,000	2%	FKA Architects Michael Bieri 201-644-0505	Sep-25	Window Replacement Door Replacement Caulking Painting Prime Contractor
Northeastern Interior Services LLC 5 Fairfield Ave Little Falls, NJ 07424	East End School Prek Addition	\$ 74,660	\$ 74,660	0%		May-25	Window Installation Caulking Sub Contractor
TNS Construction 1294 Waterfool Rd	Alfred Bauman	\$ 145,000	\$ 145,000	0%		Jul-25	Window Installation Caulking

CURRENT WORK ON HAND

Contractor	Library	Contract Value	Percentage	Start Date	Sub Contractor
Stanhope, NJ 07874					
H&S Mechanical 721 Bayway Ave Elizabeth, NJ 07202	Woodrow Wilson Elementary School	\$ 1,866,505	0%	Jul-25	Window Installation Caulking Sub Contractor
Newark Board of Education 765 Broad St Newark, NJ 07102	Peshine Ave School	\$ 2,306,000	0%	Jul-25	Window Installation Caulking Prime Contractor
		\$ 33,566,975			
		\$ 16,130,731			

Contracts Completed 2019-2024

	A	B	C	D	E	F	G
1	Monmouth Reg District Board of Education	Monmouth Regional High School	\$ 118,000	100%	FVHD Architects Carol Woodward 609-883-7101	2019	Window Replacement Prime Contractor
2	One Norman J Field Way Tinton Falls, NJ 07724	Forest Ave Elementary School	\$ 448,000	100%	DRG Architects Frank Bowly 732-560-7900	2019	Window Replacement Prime Contractor
3	Glen Ridge Public Schools	Conerly Rd, Hillcrest & MacAfee Rd Schools	\$ 1,507,000	100%	DRG Architects Frank Bowly 732-560-7900	2019	Window Replacement Prime Contractor
4	Glen Ridge, NJ 07028	Overbrook High School	\$ 448,000	100%	FVHD Architects George Duthie 609-883-7101	2019	Window & Door Replacement Prime Contractor
5	Franklin Township Public Schools	So Plainfield Middle School	\$ 1,516,000	100%	Potter Architects Glen Potter 908-686-2547	2019	Window Replacement Prime Contractor
6	175 Amwell Road Somerset, NJ 08873	Lulu Duffy Cottages & Peter Ward High Rise College Library	\$ 421,000	100%	Bhabitech AIA Lee Miestres 609-413-2566	2019	Window Replacement Prime Contractor
7	Pine Hill Board of Education	TENJ Maintenance Building	\$ 658,000	100%	MCC Purchasing Department David Frickle 732-906-2519	2019	Window Replacement Prime Contractor
8	1003 Turnerville Road Pine Hill, NJ 08021	Chester Stephens Elementary School	\$ 328,500	100%	Settembrino AIA Kevin Settembrino 732-741-4900	2019	Window Replacement Prime Contractor
9	South Plainfield Public Schools	175 W Railroad Avenue	\$ 487,000	100%	Minervini Vandermark Arch Anthony Vandermark 201-356-0637	2019	Window Replacement Prime Contractor
10	125 Jackson Avenue South Plainfield, NJ 07080	Northern Highlands Regional HS Newstead Condos	\$ 1,354,700	100%	Honeywell Bldg Solutions Padraic Phelan 516-448-8645	2019	Window Replacement Sub Contractor
11	Lakewood Housing Authority	Various Schools	\$ 999,399	100%	O&S Associates David Lubkin 201-488-7144	2019	Window & Door Replacement Private
12	317 Sampson Avenue Lakewood, NJ 08701	Lincoln Roosevelt School	\$ 1,866,000	100%	Splezie AIA Todd Waskowitz 866-974-7666	2019	Window Replacement Prime Contractor
13	2600 Woodbridge Avenue Edison, NJ 08837	Stony Brook Elementary School	\$ 272,000	100%	SSP Architects Joshua Ward-Linzer 908-725-7800	2019	Window Replacement Prime Contractor
14	The College of New Jersey	Trinity Hall	\$ 1,415,100	100%	Parete Somjen AIA Lionel Camacho 973-856-2400	2019	Window Replacement Prime Contractor
15	200 Pennington Road Ewing, NJ 08628	High School	\$ 487,000	100%	NK Architects Robert Harker 973-539-5353	2019	Window Replacement Prime Contractor
16	Mount Olive Township Board of Education	High School	\$ 487,000	100%	Tokarski Millemann Architects	2019	Window Replacement
17	227 US Highway 206, Suite 10 Flanders, NJ 07835						
18	Hackensack Housing Authority						
19	65 First Street Hackensack, NJ 07601						
20	Northern Highlands Reg High School						
21	298 Hillside Avenue Allendale, NJ 01740						
22	Allendale, NJ 01740						
23	Newstead Condominium Assn						
24	100 Market Street Freehold, NJ 07728						
25	Hazlet Township Board of Education						
26	421 Middle Road Hazlet, NJ 07730						
27	Roxbury Board of Education						
28	42 North Hillside Avenue Succasunna, NJ 07876						
29	Rockaway Township Board of Education						
30	16 School Road Hibernia, NJ 07842						
31	The Delbarton School						
32	230 Mendham Road Morristown, NJ 07960						
33	Mahwah Township Board of Education						

Contracts Completed 2019-2024

A	B	C	D	E	F	G
50 60 Ridge Road	Media Center	\$ 678,000	100%	Mile Millemann 732-262-0046	2019	Curtainwall
51 Mahwah, NJ 07430						
52 Upper Saddle River School District	Reynolds School Phase 1	\$ 309,000	100%	DiCara Rubino AIA Eric Ayers 973-256-0202	2019	Window Replacement Prime Contractor Abatement
53 895 West Saddle River Road						
54 Upper Saddle River, NJ 07458						
55 Morris School District Board of Education	Morristown High School	\$ 357,000	100%	DiCara Rubino AIA Allen Barnett 973-256-0202	2019	Partial Window Replacement Prime Contractor
56 31 Hazel Street						
57 Morristown, NJ 07960						
58 Morris County Vo-Tech	Morris County Vo-Tech	\$ 31,500	100%	LAN Associates Steve Secora 201-447-6400	2020	Window Replacement Sub Contractor Abatement
59 400 E. Main Street						
60 Denville, NJ 07834						
61 Highlands Housing Authority	Jennie Parker Manor	\$ 98,500	100%	Charles J Collins Jr Architect Charles Collins 609-654-2329	2020	Window Replacement Prime Contractor
62 215 Shore Drive						
63 Highlands, NJ 07732						
64 Gregory Commons Condominiums	Gregory Commons Condos	\$ 3,066,000	100%	Blow Garret Croup Matthew Blow 201-807-0407	2020	Window Replacement Prime Contractor
65 518-530 Gregory Avenue						
66 Weehawken, NJ 07086						
67 Bogota Board of Education	Bixby Elementary School	\$ 468,700	100%	Coppa Montalbano AIA Mark Montalbano 973-890-8989	2020	Window Replacement Prime Contractor
68 Henry C Lurthin Place						
69 Bogota, NJ 07603						
70 Summit Housing Authority	Summit Housing Authority	\$ 385,950	100%	Coppa Montalbano AIA Mark Montalbano 973-890-8989	2020	Window Replacement Prime Contractor
71 1-6 Glenwood Place						
72 Summit, NJ 07901						
73 Sayreville Board of Education	Eisenhower Elementary School	\$ 625,000	100%	Spiezie AIA Mark Wagener 609-695-7400	2020	Window Replacement Prime Contractor Abatement
74 601 Ernoston Road						
75 Pearl, NJ 08859						
76 Ridgefield Park Board of Education	Grant Elementary School	\$ 667,000	100%	Solutions Architecture Scott Pivko 973-484-4800	2020	Window & Door Replacement Prime Contractor Abatement
77 712 Lincoln Avenue						
78 Ridgefield Park, NJ 07660						
79 East Windsor Regional School District	Melvin H Kreps Middle School	\$ 441,000	100%	SSP Architecture Group Cory Wilkerson 908-725-7800	2020	Window & Door Replacement Prime Contractor Abatement
80 25A Leshin Lane						
81 Hightstown, NJ 08520						
82 South Plainfield Public Schools	So. Plainfield Elementary Schools	\$ 2,294,000	#REF!	Potter Architects Glen Potter 908-686-2547	2020	Window Replacement Prime Contractor Asbestos Abatement
83 125 Jackson Avenue						
84 South Plainfield, NJ 07080						
85 Senior Housing of Scotch Plains	Senior Citizen Housing	\$ 31,500	#REF!	Management Company Mark Shell 609-989-8500	2020	Window Replacement Prime Contractor
86 2002 Lake Avenue						
87 Scotch Plains, NJ 07076						
88 Roxbury Board of Education	Eisenhower Middle School	\$ 419,600	#REF!	SSP Architectural Group Cory Wilkerson 908-725-7800	2020	Window & Door Replacement Prime Contractor Asbestos Abatement
89 42 N. Hillside Avenue						
90 Succasunna, NJ 07876						
91 Verona School District	FN Brown Elementary School	\$ 557,000	#REF!	AECOM Bethany Brennan 973-883-8672	2020	Window Replacement Prime Contractor
92 121 Fairview Avenue						
93 Verona, NJ 07044						
94 Verona School District	HB Whitehome Elementary School	\$ 745,000	#REF!	AECOM Bethany Brennan 973-883-8672	2020	Window Replacement Prime Contractor
95 121 Fairview Avenue						
96 Verona, NJ 07044						
97 Hamilton Township Public Schools	Kisthardt ES	\$ 1,914,000	#REF!	Spiezie AIA Brian Eaves	2020	Window & Door Replacement Prime Contractor
98 90 Park Avenue	Sunnybrae ES					

Contracts Completed 2019-2024

A	B	C	D	E	F	G
99 Hamilton, NJ 08690	Langtree ES			609-695-7400		Asbestos Abatement
100 Hamilton Township Public Schools	Seven	\$ 1,327,000	#REF!	Spizle AIA	2020	Window & Door Replacement Prime Contractor
101 90 Park Avenue	Elementary School			Brian Eaves 609-695-7400		Asbestos Abatement
102 Hamilton, NJ 08690	Stearnt High School	\$ 1,832,000	#REF!	Spizle AIA Brian Eaves 609-695-7400	2020	Window & Door Replacement Prime Contractor Asbestos Abatement
103 Hamilton Township Public Schools	Sayreville Senior Center	\$ 64,400	#REF!	USA Architects Carrie Zegarski 908-722-2300	2021	Window Replacement Prime Contractor
104 90 Park Avenue	Sayreville Senior Center	\$ 64,400	#REF!	USA Architects Carrie Zegarski 908-722-2300	2021	Window Replacement Prime Contractor
105 Hamilton, NJ 08690	Upper Pittsgrove Elementary School	\$ 383,000	#REF!	Garrison Architects Christine McBrearty 856-396-6200	2021	Window Replacement Prime Contractor
106 Borough of Sayreville	Upper Pittsgrove Elementary School	\$ 383,000	#REF!	Garrison Architects Christine McBrearty 856-396-6200	2021	Window Replacement Prime Contractor
107 167 Main Street	Senior Citizen Housing Phase 2	\$ 44,300	#REF!	Management Company Mark Sheil 609-989-8500	2021	Window Replacement Prime Contractor
108 Sayreville, NJ 08872	Senior Citizen Housing Phase 2	\$ 44,300	#REF!	Management Company Mark Sheil 609-989-8500	2021	Window Replacement Prime Contractor
109 Upper Pittsgrove Township	Franklin Twsp School	\$ 318,000	#REF!	SSP Architectural Group Scott Mihaltick 908-725-7800	2021	Window Replacement Prime Contractor
110 235 Pine Tavern Road	Joanne Hollis Gardens	\$ 698,450	#REF!	FA Plainfield Lewis Hurd 908-769-6335	2021	Window Replacement Prime Contractor
111 Monroeville, NJ 08343	Joanne Hollis Gardens	\$ 698,450	#REF!	FA Plainfield Lewis Hurd 908-769-6335	2021	Window Replacement Prime Contractor
112 Senior Housing of Scotch Plains	Modular Buildings Various Schools	\$ 69,000	#REF!	Spizle AIA Tony Catana 609-695-7400	2021	Window Replacement Prime Contractor
113 2002 Lake Avenue	Reading Fleming IS	\$ 2,706,375	#REF!	DiGroup Architecture Paul Graebener 732-249-6242	2021	Window Replacement & Facade Improvements Prime Contractor
114 Scotch Plains, NJ 07076	Reading Fleming IS	\$ 2,706,375	#REF!	DiGroup Architecture Paul Graebener 732-249-6242	2021	Window Replacement & Facade Improvements Prime Contractor
115 Franklin Township Board of Education	Municipal Complex	\$ 1,227,326	#REF!	Coppa Montalbano AIA Mark Montalbano 973-890-8989	2021	Window Replacement Prime Contractor
116 226 Quakerstown Road	Municipal Complex	\$ 1,227,326	#REF!	Coppa Montalbano AIA Mark Montalbano 973-890-8989	2021	Window Replacement Prime Contractor
117 Quakertown, NJ 08868	Municipal Complex	\$ 1,227,326	#REF!	Coppa Montalbano AIA Mark Montalbano 973-890-8989	2021	Window Replacement Prime Contractor
118 City of Plainfield Housing Authority	Fort Lee High School	\$ 387,000	#REF!	ENV Group Gus Arnone 201-894-1000	2021	Window Replacement Prime Contractor
119 510 East Front Street	Fort Lee High School	\$ 387,000	#REF!	ENV Group Gus Arnone 201-894-1000	2021	Window Replacement Prime Contractor
120 Plainfield, NJ 07060	Fort Lee High School	\$ 387,000	#REF!	ENV Group Gus Arnone 201-894-1000	2021	Window Replacement Prime Contractor
121 Lawrence Township Board of Education	Washington Elementary School	\$ 618,000	#REF!	Parette Somjian Architects Dave Pantaleone 973-586-2400	2021	Window Replacement Prime Contractor
122 2565 Princeton Pike	Washington Elementary School	\$ 618,000	#REF!	Parette Somjian Architects Dave Pantaleone 973-586-2400	2021	Window Replacement Prime Contractor
123 Lawrenceville, NJ 08648	Washington Elementary School	\$ 618,000	#REF!	Parette Somjian Architects Dave Pantaleone 973-586-2400	2021	Window Replacement Prime Contractor
124 Flemington Raritan Regional BOE	Pitman Middle School	\$ 108,000	#REF!	FVHD William Hopkins 609-883-7101	2021	Window Replacement Prime Contractor
125 50 Court Street	Pitman Middle School	\$ 108,000	#REF!	FVHD William Hopkins 609-883-7101	2021	Window Replacement Prime Contractor
126 Flemington, NJ 08822	Pitman Middle School	\$ 108,000	#REF!	FVHD William Hopkins 609-883-7101	2021	Window Replacement Prime Contractor
127 City of Passaic	Fort Lee School #1	\$ 201,500	#REF!	ENV Group Gus Arnone 201-894-1000	2021	Window Replacement Prime Contractor
128 330 Passaic Street	Fort Lee School #1	\$ 201,500	#REF!	ENV Group Gus Arnone 201-894-1000	2021	Window Replacement Prime Contractor
129 Passaic, NJ 07055	Fort Lee School #1	\$ 201,500	#REF!	ENV Group Gus Arnone 201-894-1000	2021	Window Replacement Prime Contractor
130 Fort Lee Board of Education	Wolf Hill & Maple Place Schools	\$ 1,495,000	#REF!	Solutions Architecture Alexis Goldman 973-484-4800	2021	Window Replacement Prime Contractor
131 2175 Lemoine Avenue	Wolf Hill & Maple Place Schools	\$ 1,495,000	#REF!	Solutions Architecture Alexis Goldman 973-484-4800	2021	Window Replacement Prime Contractor
132 Fort Lee, NJ 07024	Wolf Hill & Maple Place Schools	\$ 1,495,000	#REF!	Solutions Architecture Alexis Goldman 973-484-4800	2021	Window Replacement Prime Contractor
133 Millburn Board of Education	Rancocas Valley Regional HS	\$ 2,364,800	#REF!	Garrison Architects Scott McLaughlin 856-396-6200	2021	Window and Exterior Door Replacement Prime Contractor
134 434 Millburn Avenue	Rancocas Valley Regional HS	\$ 2,364,800	#REF!	Garrison Architects Scott McLaughlin 856-396-6200	2021	Window and Exterior Door Replacement Prime Contractor
135 Millburn, NJ 07041	Rancocas Valley Regional HS	\$ 2,364,800	#REF!	Garrison Architects Scott McLaughlin 856-396-6200	2021	Window and Exterior Door Replacement Prime Contractor
136 Pitman School District	Richard Butler School	\$ 303,900	#REF!	Gianforcaro Architects Anthony Gianforcaro	2021	Window Replacement Prime Contractor
137 420 Hudson Avenue	Richard Butler School	\$ 303,900	#REF!	Gianforcaro Architects Anthony Gianforcaro	2021	Window Replacement Prime Contractor
138 Pitman, NJ 08071	Richard Butler School	\$ 303,900	#REF!	Gianforcaro Architects Anthony Gianforcaro	2021	Window Replacement Prime Contractor
139 Fort Lee Board of Education						
140 2175 Lemoine Avenue						
141 Fort Lee, NJ 07024						
142 Oceanport Board of Education						
143 2 Maple Place						
144 Oceanport, NJ 07757						
145 Rancocas Valley Regional High School						
146 520 Jacksonville Road						
147 Mount Holly, NJ 08060						
148 Butler Board of Education						
149 38 Bartholdi Avenue						

Contracts Completed 2019-2024

	A	B	C	D	E	F	G
150	Butler, NJ 07405				908-879-6001		
151							
152	Passaic Board of Education	Yeshiva K'tana - Girls School	\$ 224,200	#REF!	R. Arron Bowman Business Administrator 973-859-1320	2022	Window Replacement Prime Contractor
153	663 Main Avenue						
154	Passaic, NJ 07055	Macopin MS & West Milford HS	\$ 296,455	#REF!	Settembrino Architects Kevin Settembrino 732-741-4900	2022	Security Vestibules Doors & Hardware Masonry Caulking Prime Contractor
155	West Milford Board of Education						
156	46 Highlander Drive						
157	West Milford, NJ 07480						
158							
159							
160	Randolph Board of Education	Center Grove Elementary School	\$ 745,000	#REF!	Parette Somjen Architects Steve Colella 973-586-2400	2022	Window Replacement Caulking Painting Prime Contractor
161	25 Schoolhouse Road						
162	Randolph, NJ 07869						
163							
164	Roxbury Board of Education	Kennedy & Nixon Elementary Schools	\$ 1,132,000	#REF!	SSP Architectural Group Cory Wilkerson 908-725-7800	2022	Prime Contractor Window Replacement Abatement Doors & Hardware Masonry Caulking
165	42 N. Hillside Avenue						
166	Succasunna, NJ 07876						
167							
168							
169							
170	Hackensack Public Schools	Fanny M. Hillers School	\$ 1,534,000	#REF!	DMR Architecture Alberto Abreus 201-288-2600	2022	Window Replacement Doors & Hardware Caulking Prime Contractor
171	191 Second Street						
172	Hackensack, NJ 07601						
173							
174	Camden County Technical Schools	Camden County Tech Schools	\$ 555,900	#REF!	Garrison Architects Glenn Claypool 856-396-6200	2022	Window Replacement Abatement Doors & Hardware Curtain Wall Caulking Painting Prime Contractor
175	343 Berlin Cross Keys						
176	Sicklerville, NJ 08081						
177							
178							
179							
180							
181	Rockaway Board of Education	Dennis B. O'Brien Elementary School	\$ 1,369,000	#REF!	LAN Associates David Pereira 201-447-6400	2022	Window Replacement Abatement Doors & Hardware Caulking Painting Prime Contractor
182	16 School Road						
183	Hilbermia, NJ 07842						
184							
185							
186							
187	Clinton Township Board of Education	Patrick McGaheran Elementary School	\$ 294,400	#REF!	Design Resources Group Tom Besold 732-560-7900	2022	Window Replacement Caulking Painting Prime Contractor
188	128 Cokesbury Road						
189	Lebanon, NJ 08833						
190							
191	Warren Twsp Board of Education	Central School	\$ 82,250	#REF!	Parette Somjen Architects Hae-An Chyun 973-586-2400	2022	Security Vestibules Doors & Hardware Caulking Painting Prime Contractor
192	213 Mount Horeb Road						
193	Warren, NJ 07059						
194							
195							
196	Glen Rock Board of Education	Clara E. Coleman Elementary School	\$ 1,598,000	#REF!	Parette Somjen Architects David Didimamoff 973-586-2400	2022	Window Replacement Abatement Doors & Hardware Caulking Painting
197	620 Harrison Road						
198	Glen Rock, NJ 07452						
199							
200							

Contracts Completed 2019-2024

	A	B	C	D	E	F	G
201							
202	Berkeley Township Board of Education	Bayville Elementary School	\$ 582,900	#REF!	Settembrino Architects Kevin Settembrino 732-741-4900	2022	Prime Contractor Window Replacement
203	53 Central Parkway Bayville, NJ 08721						Abatement Masonry Caulking Painting
204							Prime Contractor
205							Window Replacement Caulking Painting
206							Prime Contractor
207							Window Replacement Caulking Painting
208	Sussex-Wantage Regional School Dist	Sussex Middle School	\$ 197,000	#REF!	Parette Somjian Architects Joshua Thompson 973-586-2400	2022	Prime Contractor
209	27 Bank Street Sussex, NJ 07461						Window Replacement Caulking Painting
210							Prime Contractor
211							Window Replacement Caulking Painting
212	Clinton Township Board of Education	Patrick McGahegan Elementary School	\$ 294,400	100%	Design Resources Group Tom Besold 732-560-7900	2022	Prime Contractor
213	428 Cokesbury Road Lebanon, NJ 08833						Window Replacement Caulking Painting
214							Prime Contractor
215							Window Replacement Caulking Painting
216	Atlantic County Purchasing	Meadowview Nursing Home	\$ 139,808	#REF!	Atlantic County Purchasing Palma Conover 609-343-2268	2022	Prime Contractor
217	1333 Atlantic Avenue, 6th Floor Atlantic City, NJ 08401						Window Rehabilitation Caulking Painting
218							Prime Contractor
219							Window Replacement Caulking Painting
220	Montville Township Board of Education	Cedar Hill & Wind Elementary Schools	\$ 119,300	#REF!	Parette Somjian Architects Keith Soltis 973-586-2400	2022	Prime Contractor
221	86 River Road Montville, NJ 07045						Window Replacement Doors & Hardware Curtain Wall Caulking Painting
222							Prime Contractor
223							Window Replacement Caulking Painting
224							Prime Contractor
225							Window Replacement Caulking Painting
226	Senior Housing of Scotch Plains	Senior Citizen Housing Phase 4	\$ 44,400	#REF!	Management Company Mark Sheil 609-989-8500	2022	Prime Contractor
227	2002 Lake Avenue Scotch Plains, NJ 07076						Window Replacement Caulking Painting
228							Prime Contractor
229							Window Replacement Caulking Painting
230							Prime Contractor
231	Rockaway Board of Education	Dennis O'Brien Elementary School	\$ 1,369,000	100%	LAN ASSOCIATES David Pereira 201-447-6400	2022	Window Replacement Abatement Caulking Painting
232	16 School Road Hibernia, NJ 07842						Prime Contractor
233							Window Replacement Caulking
234							Prime Contractor
235							Window Replacement Caulking Painting
236							Prime Contractor
237	Avalon Board of Education	Avalon Elementary School	\$ 410,600	#REF!	Garrison Architects Sherri Cross-Murphy 856-396-6200	2022	Window Replacement Caulking
238	235 32nd Street Avalon, NJ 08202						Prime Contractor
239							Window Replacement Caulking Painting
240	North Bergen Board of Education	North Bergen High School	\$ 3,384,973	#REF!	Grace Lynch AIA, PP Grace Lynch 201-866-9583	2023	Prime Contractor
241	7317 John F Kennedy Blvd North Bergen, NJ 07047						Window Replacement Masonry Caulking
242							Prime Contractor
243							Window Replacement Caulking
244	Kearny Board of Education	Garfield Elementary School	\$ 1,233,250	100%	Fallon & Pacheco John Fallon 973-748-5040	2023	Window Replacement Caulking
245	172 Midland Avenue Kearny, NJ 07032						Prime Contractor
246							Window Replacement Caulking
247	Bergen Family Center	Bergen Family Center	\$ 166,000	100%	David Lloyd Maron 917-691-0862	2023	Prime Contractor
248	444 Armory St Englewood, NJ 07631						Window Replacement Hardware Caulking Painting
249							Prime Contractor
250							Window Replacement Hardware Caulking Painting
251							Prime Contractor

Contracts Completed 2019-2024

	A	B	C	D	E	F	G
252	Central Bucks School District	Tohickon Middle School	\$ 571,800	100%	KCBA Architects Mark Marella 215-368-5806	2023	Window Replacement Hardware Caulking Painting Prime Contractor
253	20 Weldon Drive						
254	Doylestown, PA 18901						
255							
256							
257	Vineland Board of Education	Asbestos Abatement Dane Barse & Solve Dippolito Elementary Schools	\$ 168,400	100%	Manders Merighi Portadin Farrell Architects, Inc Peter Farrell 856-696-9155	2023	Asbestos Prime Contractor
258	61 West Landis Ave						
259	Vineland, NJ 08360						
260							
261							
262							
263	Senior Housing of Scotch Plains	Senior Citizen Housing Phase 5	\$ 85,000	#REF!	Mangement Company Mark Shell 609-989-8500	2023	Window Replacement Caulking Painting Prime Contractor
264	2002 Lake Avenue						
265	Scotch Plains, NJ 07076						
266							
267	Queen City Academy Charter School	Queen City Academy Charter School	\$ 475,735	#REF!	EI Associates Richard Scheick 973-775-7777	2023	Window Replacement Masonry Hardware Caulking Painting Prime Contractor
268	815 West 7th Street						
269	Plainfield, NJ 07063						
270							
271							
272							
273	Paterson Charter School for S&T	55 Main Street	\$ 258,775	100%	Parette Somjen Architects Rachel Tiedemann 973-586-2400	2023	Window Replacement Masonry Hardware Caulking Painting Prime Contractor
274	196 W. Railway Avenue						
275	Paterson, NJ 07573						
276							
277							
278							
279	Fort Lee Board of Education	Fort Lee High School	\$ 277,000	100%	ENV Gus Arnone 201-894-1000	2023	Window Replacement Hardware Caulking Painting Prime Contractor
280	2175 Lemoine Ave Floor 6						
281	Fort Lee, NJ 07024						
282							
283							
284	Middlesex County Vortech	Board of Education Offices	\$ 329,000	100%	SSP Architects Adam Finkle 908-725-7800	2023	Window Replacement Caulking Painting Prime Contractor
285	112 Rues Lane						
286	East Brunswick, NJ 08816						
287							
288	Saddle Brook Board of Education	Franklin Elementary School	\$ 100,548	100%	Gianforaro Architects Anothony Gianforaro 908-879-6001	2023	Window Replacement Painting Caulking Prime Contractor
289	355 Mayhill Street						
290	Saddle Brook, NJ 07663						
291							
292	County of Atlantic	Stillwater Bridge Building	\$ 198,000	100%	Wayne Neville, AIA 56 Putters Lane Mays Landing, NJ 08330 856-767-7667	2023	Window Replacement Siding Caulking Prime Contractor
293	1333 Atlantic Ave 6th Floor						
294	Atlantic City, NJ 08401						
295							
296	Township of Montville	Montville Animal Shelter	\$ 24,500	100%	Township of Montville 195 Changebridge Rd Montville, NJ 07045 973-331-3304	2023	Window Replacement Caulking Prime Contractor
297	195 Changebridge Road						
298	Montville, NJ 07045						
299							
300	Vineland Board of Education	Dippolito Rossi Barse	\$ 1,395,568	100%	Manders Merighi Portadin Lawrence Merighi 856-696-9080	2023	Window Replacement Abatement Masonry
301	61 West Landis Avenue						
302	Vineland, NJ 08360						

Contracts Completed 2019-2024

	A	B	C	D	E	F	G
303							
304							
305							
306	County of Morris/Dept of Finance	560 W. Hanover Avenue Homeless Solutions	\$ 955,785	100%	Count of Morris/Dept of Fin Tony Aponte 973-285-6323	2023	Prime Contractor Window Replacement Masonry Hardware Caulking Painting Prime Contractor
307	PO Box 900						
308	Morristown, NJ 07963						
309							
310							
311							
312							
313							
314							
315	North Star Academy Charter School	North Star Academy	\$ 341,480	100%	DBI Projects Chris Tomlan 212-533-1200	2023	Window Replacement Abatement Caulking Painting Prime Contractor
316	72 Central Ave						
317	Newark, NJ 07102						
318							
319							
320	Township of Ocean Board of Education	Ocean Intermediate School	\$ 2,495,000	100%	Solutions Architecture Thomas Strauser 973-484-4800	2024	Window Replacement Curtainwall Painting Caulking Abatement Prime Contractor
321	1200 West Park Ave						
322	Ocean, NJ 07712						
323							
324							
325							
326	Passaic Board of Education	Ulysses S. Grant School No. 7	\$ 456,000	100%	RSC Architects Kenneth Mihalik 201-941-3040	2024	Window Replacement Caulking Painting Prime Contractor
327	663 Main Ave						
328	Passaic, NJ 07055						
329							
330							
331	Manchester Township	Ridgeway Elementary School	\$ 622,000	100%	Spizale Architectural Group John Hubert 866-974-7666	2024	Window Replacement Caulking Painting Prime Contractor
332	Board of Education						
333	121 Route 539						
334	Whiting, NJ 08759						
335							
336							
337	Piscataway Township Schools	Piscataway High School	\$ 499,500	100%	LAN Associates Christopher Borduin 856-375-2701	2024	Window Replacement Masonry Caulking Painting Prime Contractor
338	1515 Stelton Road						
339	Piscataway, NJ 08854						
340							
341							
342							
343							
344	Thassian Mechanical Contracting, Inc.	Dwight D. Eisenhower Middle School	\$ 445,649	100%		2024	Window Replacement Sub Contractor
345	641 State Rt 46						
346	Belford, NJ 07718						
347							
348							
349	Mine Hill Board of Education	Canfield Ave School	\$ 767,500	100%	DjCara Rubino Norberto Figueroa 973-484-4800	2024	Window Replacement Door Replacement Caulking Painting Prime Contractor
350	42 Canfield Ave						
351	Mine Hill, NJ 07803						
352							
353							

Contracts Completed 2019-2024

A	B	C	D	E	F	G
354						
355	Ogdensburg Borough Board of Education 100 Main St Ogdensburg, NJ 07439	\$ 345,000	100%	PSA Trevor Devorak 973-586-2400	2024	Window Replacement Caulking Prime Contractor
356						
357						
358						
359						
360	Vineland Board of Education 161 West Landis Ave Vineland, NJ 08360	\$ 1,312,000	100%	Manders Merighi Portadin Farrell Architects, LLC Peter Farrell 856-696-9155	2024	Window Replacement Asbestos Caulking Painting Doors & Hardware Prime Contractor
361						
362						
363						
364						
365						
366	City of Burlington Board of Education 518 Locust Ave Burlington, NJ 08016	\$ 1,248,000	100%	LAN Associates Jeff Potter 856-375-2701	2024	Window Replacement Masonry Caulking Painting Prime Contractor
367						
368						
369						
370						
371						
372	Riverside Township Board of Education 112 East Washington Street Riverside, NJ 08075	\$ 327,600	100%	Garrison Architects Brooks Garrison 856-396-6200	2024	Window Replacement Caulking Painting Prime Contractor
373						
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375						
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379	Bergenfield Board of Education 225 West Clinton Ave Bergenfield, NJ 07621	\$ 260,700	100%	Solutions Architecture Tom Strauser 973-484-4800	2024	Window Replacement Painting Caulking Prime Contractor
380						
381						
382						
383	Parsippany Troy Hills Twp BOE 292 Parsippany Road Parsippany, NJ 07054	\$ 962,000	100%	PSA Christopher Long 973-586-2400	2024	Window Replacement Abatement Caulking Painting Masonry Prime Contractor
384						
385						
386						
387						
388						
389	Parsippany Troy Hills Twp BOE 292 Parsippany Road Parsippany, NJ 07054	\$ 419,000	100%	PSA Steven Colella 973-586-2400	2024	Window Replacement Abatement Caulking Painting Prime Contractor
390						
391						
392						
393						
394	Avon Grove School District 375 South Jennersville Rd West Grove, PA 19390	\$ 253,350	100%	KCBA Architects Roger McTague 215-368-5806	2024	Window Replacement Caulking Painting Prime Contractor
395						
396						
397						
398						
399	Parsippany Troy Hills Board of Education 292 Parsippany Road Parsippany, NJ 07054	\$ 740,000	100%	PSA Steven Colella 973-586-2400	2024	Window Replacement Painting Caulking Prime Contractor
400						
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Contracts Completed 2019-2024

	A	B	C	D	E	F	G
405	Senior Housing of Scotch Plains	Senior Citizen Housing Phase 6	\$ 85,800	100%	Management Company Mark Shell 609-989-8500	2024	Window Replacement Caulking Prime Contractor
406	2002 Lake Avenue						
407	Scotch Plains, NJ 07076						
408							
409			\$ 1,162,128	100%		2024	Window Replacement Caulking Subcontractor
410	Safeway Contracting	Woodland Elementary School					
411	136 A Market St						
412	Kenilworth, NJ 07033						
413							
414							
415			\$ 1,317,097	100%		2024	Window Replacement Abatement Caulking Subcontractor
416	Strober Wright Roofing, Inc	Learning Community Charter School					
417	5 Karl Drive						
418	Units 2&3						
419	Lambertville, NJ 08530						
420							
421			\$ 755,000	100%	Manders, Merighi, Portadin, Farrell Ron Portadin 856-696-9155	2024	Window Replacement Door Replacement Caulking Abatement Prime Contractor
422	Vineland Board of Education	Marie Durand School					
423	61 West Landis Ave						
424	Vineland, NJ 08360						
425							
426							
427			\$ 604,000	61,374	90%	Yezi Associates Phil Reina 732-240-3433	Window Replacement Door Replacement Caulking Masonry Prime Contractor
428	County of Ocean	Ocean County Health Department					
429	101 Hooper Ave						
430	Toms River, NJ 08753						
431							
432							

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

EASTERN POWER ELECTRIC LIMITED LIABILITY

TRADE NAME:

ADDRESS:

1315 72ND STREET
NORTH BERGEN NJ 07047

SEQUENCE NUMBER:

1873656

EFFECTIVE DATE:

05/09/14

ISSUANCE DATE:

05/14/14

James J. Perrone
Director

New Jersey Division of Revenue

FORM-BRC

(04-081) (12/1/14)

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

Certificate Number
717501

Registration Date: 03/03/2024
Expiration Date: 03/02/2026



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Iliana Lopez, President

Handwritten signature of Robert Asaro-Angelo in black ink.

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

Responsible Representative(s):
Ivan Lopez, Vice-President

Eastern Power Electric LLC
2024

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
New Jersey Office of the Attorney General
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

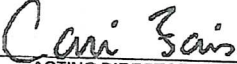
Ivan Lopez
1315 72nd Street
North Bergen NJ 07047

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

03/07/2024 TO 03/31/2027
VALID

34EI01789800
LICENSE/REGISTRATION/CERTIFICATION #


Signature of Licensee/Registrant/Certificate Holder


ACTING DIRECTOR

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

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors


HAS LICENSED

EASTERN POWER ELECTRIC LLC
IVAN LOPEZ
1315 72nd Street
North Bergen NJ 07047

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

03/07/2024 TO 03/31/2027
VALID

34EB01789800
LICENSE/REGISTRATION/CERTIFICATION #


Signature of Licensee/Registrant/Certificate Holder


ACTING DIRECTOR