

SPECIFICATIONS

REPLACEMENT OF BATHTUBS AT CONSTABLE HOOK VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)

**HOUSING AUTHORITY OF THE CITY OF BAYONNE
549 AVENUE A
BAYONNE, NEW JERSEY 07002**

**MR. JOHN MAHON
EXECUTIVE DIRECTOR**

**SEPTEMBER 19, 2024
revised OCTOBER 28, 2024
revised DECEMBER 16, 2024**

ARCHITECT/ENGINEER

**DAL DESIGN GROUP
11 West 8th Street
Bayonne. NJ 07002**

**REPLACEMENT OF BATHTUBS AT CONSTABLE HOOK
VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)**

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)
<u>✓</u>	Bid Guarantee, as required by N.J.S.A. 40A:11-21	<u>P.P.</u>
<u>✓</u>	Certification from a Surety Company, pursuant to N.J.S.A. 40A:11-21	<u>P.P.</u>
<u>✓</u>	Statement of Corporate Ownership, pursuant to N.J.S.A. 52:25-24.2	<u>P.P.</u>
<u>✓</u>	List of Subcontractors, as required by N.J.S.A. 40A:11-16	<u>P.P.</u>
<u>✓</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>P.P.</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)
<u>✓</u>	Bid Document Submission Checklist	<u>P.P.</u>
<u>✓</u>	Bid Form	<u>P.P.</u>
<u>✓</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>P.P.</u>
<u>✓</u>	Previous Participation Certificate (HUD 2530)	<u>P.P.</u>
<u>✓</u>	Performance and Payment Bond (Certificate from a Surety Company that, if your Bid is accepted, they will furnish the Performance Bond)	<u>P.P.</u>

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

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

Name of Bidder:

PMY CONSTRUCTION CORP.

By Authorized Representative:

Signature: Paran Patel

Printed Name and Title: PARAN PATEL, PROJECT MANAGER

Date: 01/07/2024

FORM OF BID

**REPLACEMENT OF BATHTUBS AT CONSTABLE HOOK
VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)**

BIDDER'S NAME: PMY CONSTRUCTION CORP.
ADDRESS: 124 PARK AVENUE
LYNDHURST, NJ 07071
TELEPHONE NO.: 201-866-0409
FACSIMILE NO.: 201-526-8350
E-MAIL ADDRESS: PMYCONSTRUCTION@GMAIL.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 September 19, 2024 and revised October 28, 2024 and December 16, 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: Two Million Five Hundred Fifty Thousand
(Written Amount)
Dollars dollars \$ 2,550,000.00
(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
_____	_____
<u> - NONE - </u>	_____
_____	_____

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: PMY CONSTRUCTION CORP.
Legal Name of Corporation

Address: 124 PARK AVENUE
LYNDHURST, NJ 07071

Telephone: 201-866-0409

Facsimile: 201-526-8350

E-mail Address: PMYCONSTRUCTION@GMAIL.COM

Name of State of Incorporation: NEW JERSEY

Signed by: Parv Patel Title: PROJECT MANAGER
PARV PATEL

Attest: _____ (Place Corporate Seal Here)

Date: 01/07/2025

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: N/A
Legal Name of Firm or Partnership

Address: _____

Telephone: _____

Facsimile: _____

E-mail Address: _____

Name of State of Incorporation: _____

Signed by: _____ Title: _____
(Signature of Owner or Partner)

(Signature of Owner or Partner) Title: _____

Date: _____

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

PMY CONSTRUCTION CORP. Parv Patel 01/07/2025
Name of Firm Authorized Signature Date

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 () 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 () 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 \$ 5% OF BID AMOUNT, 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: 01/07/2025

Parom Patel
Signature

By: P. PATEL
Name

Official Address:

124 PARK AVENUE

Title: PROJECT MANAGER

LYNDHURST, NJ 07071

BIDDER'S STATEMENT OF OWNERSHIP

**REPLACEMENT OF BATHTUBS AT CONSTABLE HOOK
VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)**

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 PMY CONSTRUCTION CORP.

State of Incorporation NEW JERSEY Date of Incorporation 07/30/2004

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

<u>NAMES</u>	<u>ADDRESS</u>
<u>DEEPAK PATIL</u>	<u>87 HUBER STREET, SECAUCUS, NJ 07094</u>
_____	_____

PART II – If the bidder is a Partnership:

Name of Partnership N/A -

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: N/A -

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

Ravon Patel PARGEN PATEL
Signature of person who completed Part I, II or III above
PROJECT MANAGER

* 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 BATHTUBS AT CONSTABLE HOOK
VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)**

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 ESSEX)

PAREN PATEL, being first duly sworn, deposes and says as follows:

- A. He/She is PROJECT MANAGER (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: TRIPLE TECH MECHANICAL SERVICES INC.

Address: 113 CENTER STREET, CLIFTON, NJ 07011

Telephone No.: 201-469-5816

Facsimile: -

N. J. License No. (if applicable): 36B101349600

Name of Licensee (if applicable): ZMAD SOULAMANA

New Jersey Business Registration Certificate No. : 833564774, as stated on the copy of the said Certificate, attached hereto.

Scope of work for which price quote was submitted: PLUMBING WORK

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

Name of Subcontractor: _____

Address: _____ N/A -

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: _____

3. ELECTRICAL WORK

Name of Subcontractor: _____

Address: _____ N/A -

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: _____

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:

Paran Patel PARAN PATEL
Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Subscribed to and sworn before me

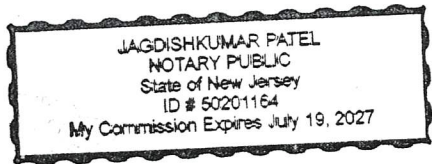
this 7TH day of JANUARY, 2025.



Notary Public of the State of NEW JERSEY

My commission expires JULY 19TH, 2027.

Form rev. 03/08/10



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

**REPLACEMENT OF BATHTUBS AT CONSTABLE HOOK
VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)**

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.

PMY CONSTRUCTION CORP.
Name of Bidder

Attested or Witnessed by:

RAHIL PATEL 

124 PARK AVENUE
LYNDHURST, NJ 07071
Address of Bidder

By: PAREN PATEL
(print name)

Paren Patel
Signature of Bidder

Dated: JANUARY 7TH, 2025

PROJECT MANAGER
Title

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

**REPLACEMENT OF BATHTUBS AT CONSTABLE HOOK
VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)**

Housing Authority of the City of Bayonne

REPLACEMENT OF BATHTUBS AT CONSTABLE
HOOK VILLAGE (12-7) AND KILL VAN KULL
GARDENS (12-7A)
(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.)

- NONE -

Acknowledgement by Bidder:

Name of Bidder: PMY CONSTRUCTION CORP.

By Authorized Representative:

Signature: Paren Patel

Printed Name and Title: PAREN PATIL, PROJECT MANAGER

Date: 01/07/2025

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(s) of Covered Projects
(See instructions)

Reason for submission: BID PROPOSAL

1. Agency name and City where the application is filed
HOUSING AUTHORITY OF BAYONNE

2. Project Name, Project Number, City and Zip Code
549 AVE A, BAYONNE, NJ 07002

3. Loan or Contract amount \$ _____

4. Number of Units or Beds —

5. Section of Act Existing Rehabilitation Proposed (New)

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)
<u>DGEORAK PATEL 67 HURON STREET, SCAROLUS, NJ 07094</u>	<u>PRINCIPAL 100%</u>	<u>20-1462602</u>

1. 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.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
- a. 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;
 - b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. 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;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - e. 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);
 - f. 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;
 - g. 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;
 - 3. All the names of the controlling participants who propose to participate in this project are listed above.
 - 4. 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.
 - 5. 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.
 - 6. 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).
 - 7. 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.
 - 8. 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 initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.
- I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014, 31 U.S.C. § 3729, 3802).

Name of Controlling Participant

PMY CONSTRUCTION CORP.

DGEORAK PATEL - PRINCIPAL

Signature of Controlling Participant
DGEORAK PATEL

Certification Date (mm/dd/yyyy)
01/07/2025

Area Code and Tel. No.
201-866-0409

This form prepared by (print name) PAPAGN PATEL **Area Code and Tel. No.** 201-866-0409

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **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. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' 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
NO PREVIOUS PARTICIPATION "FIRST EXPERIENCE"					

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		
Signature of authorized reviewer	Signature of authorized reviewer	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN. Failure to provide any of the information will result in your disapproval of participation in this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2016 / Notices (Docket No. FR-5921-N-10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Notice, Active Partners Performance System).

PRA Statement: The public reporting burden is estimated at 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

The collection is authorized by 12 U.S.C 1702-1715z; 42 U.S.C. 3535(d). HUD form 2530 is created to collect information as mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healthcare programs by comprehensively assessing industry participants' risk. It is the Department's policy that participants in its housing programs honor their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approvals, disapprovals, or withholding actions on principals in projects, based upon their past performances as well as other relevant information. Respondents such as owners, management agents, master tenants, general contractors, and nursing home operators are subject to review. The information on this form needs to be collected by the Department to evaluate participants' previous performance and compliance with contracts, regulations, and directives.

**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.

PAREN PATEL [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" 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, has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, 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 checked="" 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"

[] is, [x] 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.

Pavan Patel 01/07/2025
(Signature and Date)

PAREN. PATEL
(Typed or Printed Name)

PROJECT MANAGER
(Title)

PMP CONSTRUCTION CORP.
(Company Name)

124 PARK AVENUE
LYNDHURST, NJ 07079
(Company Address)

Form of Non-Collusive Affidavit

REPLACEMENT OF BATHTUBS AT CONSTABLE HOOK VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)

AFFIDAVIT (Prime Bidder)

State of NEW JERSEY)
Count of ESSEX) :SS

PAREN PATEL, being first duly sworn, deposes and says:

That he is PROJECT MANAGER the [a partner or officer of the firm of, etc.]

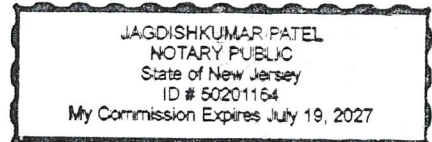
party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly 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.

Handwritten signature of PAREN PATEL

Signature of: PAREN PATEL 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 7TH day of JANUARY, 20 25.

Handwritten signature of notary and My commission expires JULY 19TH, 20 27.



REPLACEMENT OF BATHTUBS AT CONSTABLE HOOK
VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)

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 ESSEX)

(Fill In)

PAREN PATEL being duly sworn, deposes
and says that he resides at 67 HUBER STREET, SEANUCUS, NJ 07094
that he is the PA 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 LINDHURST, NJ

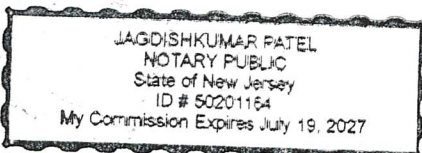
on this 7TH day of JANUARY, 2025

Paren Patel

Signature of Bidder (Seal) PAREN PATEL

[Signature]
[Notary Public]

My commission expires JULY 19TH 2027



QUALIFICATION QUESTIONNAIRE

**REPLACEMENT OF BATHTUBS AT CONSTABLE HOOK
VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)**

THE HOUSING AUTHORITY OF THE CITY OF BAYONNE

BID FOR:

NAME OF BIDDER: PMY CONSTRUCTION CORP.

ADDRESS: 124 PARK AVENUE, LINDHURST, NJ 07031

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 5% BID percent (5 %) (not to exceed 20,000.00) of the total proposal price. BOND

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?

20 YEARS

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.

WE HAVE ALL AVAILABLE EQUIPMENTS TO
FINISH THIS PROJECT.

- SEE ATTACHED LIST -

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.

- NONE -

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

20 YEARS

e. If a corporation, answer the following:

E.1 - Date of Incorporation 07/30/2004

E.2 - State of Incorporation NEW JERSEY

E.3 - President's name(s) DEEPAK PATEL

E.4 - Vice President's name(s) DEEPAK PATEL

f. If individual or partnership, answer the following:

F.1 - Date of Organization N/A -

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

g. We normally perform 75 % of the work with our own forces. General character of work performed by our company.

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:

- NOT INSPECTED JOB SITE PROJECT. GETTING
SCOPE OF WORK FROM DRAWINGS &
SPECIFICATIONS.

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

- YASH PATEL

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

PLUMBING WORK

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 REFERENCES -

q. Give bank references:

M ET BANK , RALPH DI LIZIULO

TEL : 718-680-0200

7807 FIFTH AVE , BROOKLYN , NY 11209

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 LINDHURST this 7TH day of JANUARY, 2025

PMY CONSTRUCTION CORP.
(Name of Bidder)

By: Paren Patel PAREN PATEL

Title: PROJECT MANAGER

State of NEW JERSEY

County of ESSEX

PAREN PATEL being duly sworn, deposes and says that he/she is the PROJECT MANAGER of PMY CONSTRUCTION CORP.
(Name of Organization)

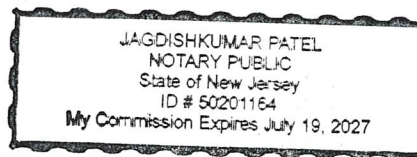
and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 7TH day of JANUARY, 2025

Jagdish Patel
(Notary Public)

My commission expires JULY 19TH 2027

Form rev. 8/11/04



CONTRACTS COMPLETED IN THE LAST FIVE YEARS

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
	<i>- SEE ATTACHED -</i>				

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

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
	- SEE ATTACHED -					
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 BATHTUBS AT CONSTABLE HOOK
VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)**

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.

Paron Patel
Signature *PARON PATEL*
PROJECT MANAGER
Title

AFFIRMATIVE ACTION AFFIDAVIT

**REPLACEMENT OF BATHTUBS AT CONSTABLE HOOK
VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)**

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 PMY CONSTRUCTION CORP. 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 PMY CONSTRUCTION CORP. may be debarred from all public contracts for a period of up to five (5) years.

Paran Patel

(Signature)

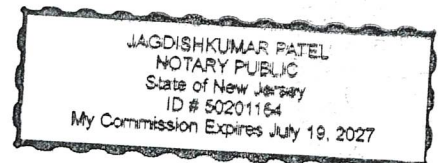
JANUARY 7TH, 20 25
PARAN PATEL
PROJECT MANAGER

Title (Sole Proprietor, General Partner or
Corporate Officer)

Subscribed and sworn to before me
this 7TH day of JANUARY, 20 25

Jay

My commission expires JULY 19TH 2027



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

REPLACEMENT OF BATHTUBS AT CONSTABLE HOOK VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)

AFFIDAVIT (Prime Bidder)

State of NEW JERSEY)
): SS
County of ESSEX)

PAREN PATEL, 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, 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: PMY CONSTRUCTION CORP.

Printed Name and Title: PAREN PATEL, PROJECT MANAGER

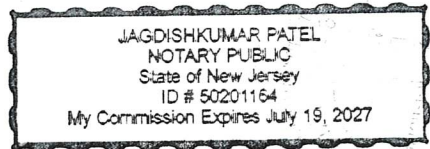
Handwritten signature of PAREN PATEL

Signature of: 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 7TH day of JANUARY, 2025.

My commission expires JULY 19TH, 2027.

Form rev. 8/11/04



Form of Site Inspection

REPLACEMENT OF BATHTUBS AT CONSTABLE HOOK
VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)

AFFIDAVIT
(Prime Bidder)

State of NEW JERSEY)
) : SS
County of ESSEX)

PAREN PATEL, being first duly sworn, deposes and says:

That he is PROJECT MANAGER 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 PMY CONSTRUCTION CORP., estimator, in an effort to arrive at the
[name of firm]

- NOT INSPECTED -

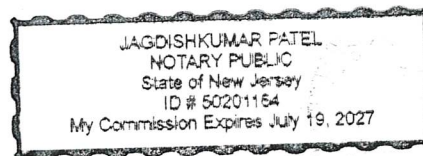
enclosed bid proposal amount.

Paren Patel
Signature of: PAREN PATEL
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 7TH day of JANUARY, 2025.

Jay S
My commission expires JULY 19TH, 2027.



Form of Voluntary Act and Deed Acknowledgement

REPLACEMENT OF BATHTUBS AT CONSTABLE HOOK VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A)

AFFIDAVIT (Prime Bidder)

State of NEW JERSEY)
): SS
County of ESSEX)

PAREN PATEL, being first duly sworn, deposes and says:

That he is PROJECT MANAGER of the party making the [a partner or officer of the firm of, etc.]

foregoing proposal or bid, and that the PMY CONSTRUCTION CORP. [partners or officers of the firm of, etc.]

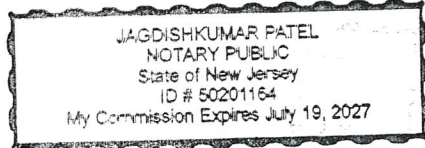
of the party making the foregoing proposal or bid have voted to present their bid proposal to the

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

Signature of: PAREN PATEL
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 7TH day of JANUARY, 20 25.

My commission expires JULY 19TH, 20 27.



**INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT
WORKFORCE REPORT – CONSTRUCTION (AA201)**

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Division of CC/EEO will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts no later than three (3) days after the contractor signs the contract.

**THE CONTRACTOR IS TO RETAIN THE FOURTH AND FINAL COPY
MARKED "CONTRACTOR", SUBMIT THE THIRD COPY MARKED
"PUBLIC AGENCY" TO THE PUBLIC AGENCY AWARDING THE
CONTRACT AND FORWARD THE REMAINING TWO (2) COPIES TO:**

**NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY IN
PUBLIC CONTRACTS
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550**

STATE OF NEW JERSEY

DIVISION OF CONTRACT COMPLIANCE

EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

FORM AA-201

Revised 10/03

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Assignment

Code

READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM. PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1. FID NUMBER 20-1462602	2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDDING CONTRACT HOUSING AUTHORITY OF BAYONNE 549 AVE A, BAYONNE, NY 07002	
3. NAME AND ADDRESS OF PRIME CONTRACTOR PMY CONSTRUCTION CORP. (Name) 124 PARK AVENUE (Street Address) LYNDHURST, NJ 07071 (City) (State) (Zip Code)		CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD	
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []		6. NAME AND ADDRESS OF PROJECT REPLACEMENT OF BATHTUBS CONSTABLE HOOK VILLAGE KZIL VAN KULL COUNTY BAYONNE	7. PROJECT NUMBER
		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? <input type="checkbox"/> YES <input type="checkbox"/> NO	

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER									TBD	TBD
2. BRICKLAYER OR MASON										
3. CARPENTER	4				3					
4. ELECTRICIAN										
5. GLAZIER	1				1					
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER	3				2					
10. PLUMBER	3				2					
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER	2				2					
17. TRUCK DRIVER										
18. LABORER	2				2					
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Paren Patel

(Signature)

PAREN PATEL PROJECT MANAGER

10. (Please Print Your Name) (Title)

201-866-0409

01/07/2025

(Area Code) (Telephone Number) (Ext.)

(Date)

BID BOND/GUARANTEE

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, _____
PMY Construction Corp. as Principal and Fidelity and Deposit Company of Maryland
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 5 % of the bid. **Five Percent of the Amount Bid**
(5% of the Amount Bid) 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 January 9, 2025, for REPLACEMENT OF BATHTUBS AT
CONSTABLE HOOK VILLAGE (12-7) AND KILL VAN KULL GARDENS ANNEX (12-7A) / 24-50 EAST 21st STREET (12-7) 159 WEST 2nd
STREET (12-7A), Bayonne, NJ

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, it 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 9th day of January, 2025, 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.

In the presence of:

_____ (Seal)
(Individual Principal)

(Address)

_____ (Business Address)

_____ (Seal)
(Individual Principal)

(Address)

_____ (Business Address)

ATTEST:

PMY Construction Corp.

_____ (Corporate Principal)

(Affix Corporate Seal)

124 Park Avenue, Lyndhurst, NJ 07071

_____ (Business Address)

Paron Patel

BY: PARON PATEL

Paron Patel

PROJECT MANAGER

ATTEST

PARON PATEL

PROJECT MANAGER

Fidelity and Deposit Company of Maryland

_____ (Corporate Surety)

1299 Zurich Way, Schaumburg, IL 60196

(Affix Corporate Seal)

Loreen Aponte

Loreen Aponte, Witness As to Surety

BY: *Philip S. Tobey*
Philip S. Tobey, Attorney-in-Fact

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

FORM OF CONSENT OF SURETY

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

Fidelity and Deposit Company of Maryland

duly authorized to do business in the State of New Jersey, and agree to furnish to _____

PMY Construction Corp. _____ 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 Amount of bid

Fidelity and Deposit Company of Maryland

Philip S. Tobey, Attorney-in-Fact

ATTEST:



Loreen Aponte, Witness As to Surety

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

PMY Construction Corp.

Name of Bidder

Paran Patel

By: PARAN PATEL

PROJECT MANAGER
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.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Lionel D. JORGE, Jeffrey R. BAUMAN, Philip S. TOBEY of Florham Park, New Jersey, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 06th day of November, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 6th day of November, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of January, 2025.



A handwritten signature in cursive script, appearing to read 'Thomas O. McClellan', is written over a horizontal line.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2023

ASSETS

Bonds.....	\$ 185,599,944
Stocks	17,844,130
Cash and Short-Term Investments	16,050,471
Reinsurance Recoverable	77,886,252
Federal Income Tax Recoverable.....	0
Other Accounts Receivable.....	3,369,205
TOTAL ADMITTED ASSETS.....	\$ 300,750,002

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 480,301
Ceded Reinsurance Premiums Payable	43,278,637
Remittances and Items Unallocated	868
Payable to parents, subs and affiliates	36,355,555
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES.....	\$ 80,115,362
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	220,634,640
Surplus as regards Policyholders.....	220,634,640
TOTAL.....	\$ 300,750,002

Securities carried at \$78,634,211 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2023 would be \$289,024,276 and surplus as regards policyholders \$208,908,914.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2023.

Digitized by
Laura J. Lazarczyk
Notary Public

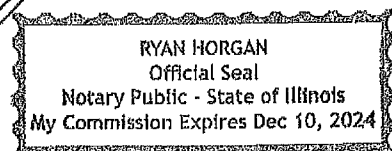
Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2024.

Ryan Horgan

Notary Public



WORK ON HAND

NAME OF CONTRACTOR : PMY CONSTRUCTION CORP.		DATE: AS OF : 12/02/2024							
NO.	DESCRIPTION OF JOB	STARTING DATE	COMPLETION DATE	CONTRACT PRICE	PERCENTAGE COMPLETE	PERCENTAGE REMAINING	TOTAL BILL TO DATE	TOTAL COST TO DATE	TOTAL REVISED ESTIMATED COST TO COMPLETE
1	IS265K	6/25/2021	12/31/2024	\$ 10,866,797	85%	15%	\$ 7,950,000	\$ 8,000,000	\$ 910,774
6	Q163 - 120M Shore Front Parkway Amenities Construction	6/20/2023	10/31/2024	\$ 2,800,000	90%	10%	\$ 2,370,354	\$ 2,195,696	\$ 44,304
7	DASNY - NYS Veterans Home at Montrose, Phase 2 Generator Replacement	7/8/2022	12/31/2024	\$ 401,000	75%	25%	\$ 231,450	\$ 277,893	\$ 58,947
10	NJ DPMC E0399-ELMS and Clock Tower, Trenton, NJ	1/22/2024	11/15/2024	\$ 500,000	80%	20%	\$ 379,000	\$ 350,000	\$ 40,000
11	PS-290M - ROOFTOP PLAYGROUND	8/2/2024	9/30/2026	\$ 8,582,499	5%	95%	\$ -	\$ 210,000	\$ 6,694,349
12	William McCury Park, Manhattan	10/1/2024	9/30/2025	\$ 3,237,477	5%	95%	\$ -	\$ 90,950	\$ 2,751,855
13	16th Street Playground Renovation, Jersey City, NJ	8/15/2024	2/11/2025	\$ 2,425,855	20%	80%	\$ 340,000	\$ 500,000	\$ 1,561,977
14	PS-46 Queens	9/1/2024	4/24/2026	\$ 6,795,900	5%	95%	\$ -	\$ 173,295	\$ 5,603,220
15	PS 455 R	TBD	TBD	\$ 24,349,500	2%	98%	\$ -	\$ 413,942	\$ 18,578,668
16	NJ DPMC - Cabin Repairs and Septic Holding Tank Replacements - Stokes State Forest, Sandystown Township, Sussex County, NJ	TBD	TBD	\$ 1,261,999	5%	95%	\$ -	\$ 45,000	\$ 1,027,699
16	Lemon Creek Park, Staten Island	TBD	TBD	\$ 1,720,188	2%	98%	\$ -	\$ 34,403	\$ 1,427,757

PMY CONSTRUCTION CORP. - WORK EXPERIENCE REFERENCES

NAME OF OWNER ,COMPLETE ADDRESS AND TELEPHONE NO.	Project Name	PLA / Prevailing Wage Project	Project Address	Work Description	LIST NAME AND TELEPHONE NO. OF ARCHITECT/ENGINEER OR PERSON IN CHARGE FOR OWNER	CONTRACT PRICE	Prime / Sub	Start Date	Finish date	Architect /Design engineer, Name,Address,Telephone Number
NYC DEPT. OF PARKS & RECREATION Olmsted Center Flushing Meadows Corona Park Flushing, NY 11368 TEL : 718-760-6789	X367-120M Davidson Park Construction	PREVAILING WAGE	1801 Davidson Avenue, Bronx, NY 10453 (Between West 176th Street and West 177th Street)	Exterior GC Work, Demolition, Excavation, Cast in Place Concrete, Asphalt, Landscaping, Storm Drainage System, Plumbing, Spray Fixture, Concrete Sidewalk, Site Furnishings, Steel Fence, Safety Surface, Steel Play Equipment, Electrical Work	Alex Shisler, Project Officer, Tel :546-628-3356, Email : alexander.shisler@parks.nyc.gov	\$ 3,007,890.13	Prime	11/7/2022	11/15/2023	Architect : Marina Fedorova Bronx Capital Design Tel: 347-452-4038 Email: marina.fedorova@parks.nyc.gov
NYC DEPT. OF PARKS & RECREATION Olmsted Center Flushing Meadows Corona Park Flushing, NY 11368 TEL : 718-760-6789	X369-120M NYCHA Watson Houses, Open Space Construction	PREVAILING WAGE	Colgate Avenue Between Watson Avenue and Westchester Avenue	Exterior GC Work, Demolition, Excavation, Cast in Place Concrete, Asphalt, Landscaping, Storm Drainage System, Plumbing, Spray Fixture, Concrete Sidewalk, Site Furnishings, Steel Fence, Safety Surface, Steel Play Equipment, Electrical Work	Anthony Poppiti, Project officer, Tel:732-740-9380, Email : Anthony.Poppiti@parks.nyc.gov	\$ 1,885,546.31	Prime	3/22/2023	10/4/2023	Xu Peng Landscape Architect Bronx Capital Design Tel: 646-239-5295 Email: Peng.Xu@parks.nyc.gov
NYCSCA-NEW YORK SCHOOL CONSTRUCTION AUTHORITY 30-30 THOSON AVE., LONG ISLAND CITY, NY 11101, TEL : 718-472-8225	HS 460 R., Susan Wagner HS., Reso A Field Upgrade	PLA	1200 Manor Road, Staten Island, NY 10314	Exterior GC Work, Cast in Place Concrete, Site Preparation, Site Improvements, Concrete Reinforcement, Paving and Surfacing, Concrete Formwork, Excavation, Underground Utilities, Earthwork, Drilling Pile Work, Drainage, Safety Surfacing, Synthetic Turf, Chain Link Fence, Resilient Flooring, Carpentry, Plumbing, Electrical Work	Luis Aulino, Project officer, Tel : 347-906-0191, email:luisa@nyscca.org	\$ 3,744,855.00	Prime	7/10/2023	7/8/2024	AKRF Inc. Address : 440 Park Avenue South, New York, NY 10016 Contact : Jay Jiang Tel: 212-300-6207, Email:jiang@akrf.com
NYCSCA-NEW YORK SCHOOL CONSTRUCTION AUTHORITY 30-30 THOSON AVE., LONG ISLAND CITY, NY 11101, TEL : 718-472-8225	PS 312 Brooklyn, Reso A Learning Garden	PLA	1416 East 71st Street, Brooklyn NY 11234	Exterior GC Work, Excavation, Underground Utilities, Earthwork, Storm Detention System, Hydrodynamic Separator, Helical Piles, Gas vapor barrier, Resin Stone, Irrigation Work, Modular block retaining wall, Site Furnishing, Cast Interior and Exterior GC Work, Demolition, Cast in Place Concrete, Site Preparation, Site Improvements, Concrete Reinforcement, Paving and Surfacing, Concrete Formwork, Grout, Metal Fabrications, Reinforcing Steel.	Vincent Tang, Project officer, Tel :347-870-1532 email:VTANG@nyscca.org	\$ 11,844,829.00	Prime	6/6/2022	9/10/2024	Grain Collective Landscape architecture Address : 339 Douglass Street, Suite 1 Brooklyn, NY 11217 Contact : Runit Chhaya Tel: 212-920-5345, Email:runit@graincollective.com
NEW YORK CITY DEPT. OF SANITATION, 44 BEAVER STREET, ROOM:520, NEW YORK, NY 10004	Hamilton Avenue Marine Transfer Station Loading and Tipping Floor Rehabilitation,	PLA	500 Hamilton Avenue, Brooklyn, NY, 11232	Exterior GC Work, Demolition, Excavation, Landscaping	DSNY, Jason Seltzer, Project Manager, Cell: 646-983-3542, Office: 212-437-4520	\$ 9,203,815.00	Prime	4/29/2024	7/1/2024	HDR Inc. Address : 1073 Raymond Blvd., Suite 1400, Newark, NJ 07102 Contact : Sayed Tawid Cell: 917-962-6766
NJ DPMC 33 West State St, 9th Fl Trenton, NJ 08608 Tel:609-292-2146	Demolition of Dwellings, Cumberland County	Prevailing Wage	Downe Township (Cumberland County) , New Jersey	Exterior GC Work, Demolition, Excavation, Landscaping	Andrew Boden, Project officer, Tel : 609-306-0325, email:Andrew.Boden@treas.nj.gov	\$552,900	Prime	12/7/2023	3/14/2024	Dewberry-Architect Address: 600 Participatory Road, Suite 301, Parsippany, NJ 07054-3715 Contact: Mitch Kreisler, PE T: 973-739-9400, 973-576-9629 Email:mitch.kreisler@dewberry.com

NJ DPMC 33 West State St. 9th Fl., Trenton, NJ 08608 Tel: 609-292-2145	CNG Station Demolition, Asphalt Paving & Building Repairs	Prevailing Wage	NJDOT Ewing Headquarters, NJDOT Hamilton & Cherry Hill Maintenance Yards - Ewing & Hamilton, Mercer County & Cherry Hill, Camden County, NJ	Exterior GC Work, Demolition, Excavation, Cast in Place Concrete, Asphalt, Landscaping, Street Markings, Building Repair, Electrical Work	Sean Mehan, Project officer, Tel: 609-931-1694 Email: Sean.Mehan@treas.nj.gov	\$1,866,285	Prime	2/23/2023	9/1/2023	NV5 800 Lanider Plaza Suite 300, Parsippany-Troy Hills, NJ 07054 Contact: Bryan VanderGheynst T: 973- 946-5706 C: 908-246- 2584 Email: Bryan.VanderGheynst@nv5.co m
NYCSA-NEW YORK SCHOOL CONSTRUCTION AUTHORITY 30-30 THOSON AVE., LONG ISLAND CITY, NY 11101, TEL: 718-472-8225	PS 74S Brooklyn, Playground Redevelopment, Path of Travel	PLA	1664 Benson Ave, Brooklyn, NY 11214	Interior & Exterior GC Work, Demolition, Excavation, Cast in Place Concrete, Painting, Railings, Doors and Frames, VCT, Ceramic Tiles, Carpentry, Chainlink Fence & Gates, HVAC, Plumbing, Electrical Work	Juardo Claudia, Project officer, Tel :917-584-0911 email: CJURADO- DONNEYS@nycsca.org	\$ 1,892,421.00	Prime	8/15/2021	3/15/2023	Hyunkil Son, RA, LEED AP, CPID A&E, In-House Design Studio New York City School Construction Authority 30-30 Thomson Avenue Long Island City, NY 11101 T 718-472-8247 F 718-752-8247
NYC DEPT. OF PARKS & RECREATION Olmsted Center Flushing Meadows Corona Park Flushing, NY 11368 TEL: 718-760-6789	Q163-518M Construction of A Labyrinth and Seating Area	PREVAILING WAGE	Between Beach 94th Street and Beach 92nd Street Along Shore Front Parkway,	Exterior GC Work, Demolition, Excavation, Cast in Place Concrete, Asphalt, Landscaping, Storm Drainage System, Granite Pavers, Street Markings, Plumbing	Camillo Daza, Project officer, Tel: 973-432-8749, Email: cdaza@entec.nyc	\$ 1,785,159.00	Prime	6/6/2022	3/9/2023	
NYCSA-NEW YORK SCHOOL CONSTRUCTION AUTHORITY 30-30 THOSON AVE., LONG ISLAND CITY, NY 11101, TEL: 718-472-8225	PS 119X, TCU Removal/ Playground Redevelopment	PLA	1075 Pugsley Ave, Bronx, NY 10472	Exterior GC Work, Demolition, Excavation, Cast in Place Concrete, Painting, Playground Equipment, Asphalt, Chainlink Fence & Gates, Landscaping, Playground Markings, Storm Drainage System, Plumbing	Paul Pazhampillil, Project officer, Tel: 917-939-0832, Email: PPAZHAMPIILLIL@nycsca.org	\$ 2,466,754.00	Prime	8/12/2019	3/2/2022	Semmens Associates, P.C. Address: 40 Deer Park Road, Katonah, New York 10536 Contact: George R. Semmens T: 914.762.2340 X.104, C: 914-522-1792, Email: george@semmenspc.com
NYCDPC-DEPT. OF DESIGN AND CONSTRUCTION 30-30 THOSON AVE., LONG ISLAND CITY, NY 11101, TEL: 718-391-1000	NYC DOC COVID-19 VARIOUS VACCINE SITE DEVELOPMENT	PREVAILING WAGE/ PLA	NEW YORK CITY VARIOUS SITE LOCATIONS	COVID-19 VACCINE SITE DEVELOPMENT, INTERIOR AND EXTERIOR WORK, SITE DEVELOPMENTS	Amiras Chandhappara, Ass. Project manager, Tel :917-400-0654, Email: Amiras.Chandhappara@jacobs. com	\$ 3,500,000.00	Prime	5/1/2020	1/31/2022	
U.S. Army Corps of Engineers - Subcontracting Work - Concrete	Renovate Marine Corps Reserve Center, Phase 5, RTC Drill Hall- Area, Renovate Marine Corp Reserve Center	PLA	1 Aviation Road, Brooklyn, NY 11234	Interior GC Work, Cast in Place Concrete, Demolition, Structural steel	Adam Hicks Cooper Development, 631-213- 1484	\$ 720,000.00	Sub	3/24/2021	8/17/2021	edgewater design llc Address: 101 S Harrison St, East Orange, NJ 07038 Contact: Jan Salteil Rafael T: 973-921-9211, C: 973-222-9488, Email: jsalteil@edgewaterdesign.com
NYCSA-NEW YORK SCHOOL CONSTRUCTION AUTHORITY 30-30 THOSON AVE., LONG ISLAND CITY, NY 11101, TEL: 718-472-8225	PS 25R, TCU Removal/ Playground Redevelopment	PLA	4211 Arthur Kill Road, Staten Island, NY 10309	Exterior GC Work, Demolition, Excavation, Cast in Place Concrete, Painting, Playground Equipment, Asphalt, Chainlink Fence & Gates, Landscaping, Playground Markings, Plumbing, Electrical Work	Mona Besham, Project officer, Tel :917-939-0832, Email :mbesham@nycsca.org	\$ 1,694,728.00	Prime	7/22/2019	12/16/2021	

NYCSA-NEW YORK SCHOOL CONSTRUCTION AUTHORITY 30-30 THOSON AVE., LONG ISLAND CITY, NY 11101, TEL: 718-472-8226	PS 16X, TCU Removal / Playground Redevelopment	PLA	4550 Carpenter Ave. Bronx, NY 10470	Exterior GC Work, Demolition, Excavation, Cast In Place Concrete, Carpentry, Painting, Playground Equipment, Safety Surfacing, Synthetic Turf, Drystone Retaining Wall, Asphalt, Chainlink Fence & Gates, Precast Concrete, Landscaping, Playground Markings	Maher Siddiqi, Project officer, Tel: 917-662-1041, Email:MSIDDIQI@nycsca.org	\$ 3,295,497.00	Prime	7/10/2019	11/8/2021	Grain Collective Landscape architecture Address : 339 Douglas Street, Suite 1 Brooklyn, NY 11217 Contact : Runit Chhaya Tel: 212-920-5345, Email:runit@graincollective.com
NYCSA-NEW YORK SCHOOL CONSTRUCTION AUTHORITY 30-30 THOSON AVE., LONG ISLAND CITY, NY 11101, TEL: 718-472-8227	PS 32 Queens - Early Package TCU Removal, Egress Modification, Temporary Egress Filing	PLA	171-11, 35th Avenue, Flushing, NY 11358	Interior and Exterior GC Work, Demolition, Excavation, Cast In Place Concrete, Carpentry, Metal Doors and Frames, Tiles, Waterproofing, Resilient Flooring, Firestopping, Interior Finishes, Painting, Plumbing, HVAC, Electrical Work	NYCSA, Ivan Garcia, Project Officer, cell: 917-440-5574, Email:IGARCIA@nycsca.org	\$ 1,515,555.00	Prime	5/27/2021	11/27/2021	Velocity Architecture & Engineering Group - BRAVO, 42 W. 39th Street, 7th Floor, New York, NY 10018 Contact: Peter Eid Office: 212-493-2829 x112, Cell: 646-464-1907, Email:peter.eid@hvawinc.com
NYCSA-NEW YORK SCHOOL CONSTRUCTION AUTHORITY 30-30 THOSON AVE., LONG ISLAND CITY, NY 11101, TEL: 718-472-8229	PS 92 Manhattan, Wall Replacement	PLA	222 W. 134TH Street, New York, NY 10030	Interior and Exterior GC Work, Demolition, Masonry, Carpentry, Metal Doors and Frames, Metal Fabrications, GROUT, Sidewalk Shed, Tile, Waterproofing, Resilient Flooring, Fence and gates, Firestopping, Scaffolding, Interior Finishes, Painting, Windows, Plumbing, HVAC, Electrical Work	NYCSA, Frantz Augustin, Project Officer, cell: 917-417-3105, Office: 718-752-5815, Email:frantz@nycsca.org	\$ 5,056,844.00	Prime	6/25/2018	8/20/2020	Ysrael A. Seimuk, PC Address : 228 East 45th Street, 2nd Floor, New York, NY 10017 Contact : Roman Derynka, P.E. Tel: 212-687-2233, Email:rderynka@yaseimuk.com
NYCHA - NEW YORK HOUSING AUTHORITY 90 CHURCH STREET NEW YORK, NY 10007 TEL: 212-305-3000	Sandy Recovery at Smith House (Playground)	Prevailing Wage Project	20 Catherine Slip New York, NY 10038	Concrete, Asphalt, Playground Equipment, Pavement Markings, Concrete Work (Recycled Lumber)	NYCHA, Dylan Demar, Project Manager, Tel: 212-306-8507, Email:Dylan.Demar@nycha.nyc.gov	\$ 470,989.00	Prime	6/25/2019	7/15/2020	Grain Collective Landscape architecture Address : 339 Douglas Street, Suite 1 Brooklyn, NY 11217 Contact : Runit Chhaya Tel: 212-920-5345, Email:runit@graincollective.com
NEW YORK CITY DEPT. OF SANITATION, 44 BEAVER STREET, ROOM:520, NEW YORK, NY 10004	North Shore Marine Transfer Station Loading and Tipping Floor Rehabilitation,	PLA	120-01, 31st Avenue, Flushing, NY 11354	Interior and Exterior GC Work, Demolition, Cast in Place Concrete, Site Preparation, Site Improvements, Concrete Reinforcement, Paving and Surfacing, Concrete Formwork, GROUT, Metal Fabrications, Reinforcing Steel, Structural Steel	DSNY, Jason Seltzer, Project Officer, Cell: 646-983-3542, Office: 212-437-4520	\$ 4,542,946.67	Prime	8/2/2019	10/20/2019	IOR Inc. Address : 1073 Raymond Blvd., Suite 1400, Newark, NJ 07102 Contact : George Nickels Cell : 862-236-1742
NYCSA-NEW YORK SCHOOL CONSTRUCTION AUTHORITY 30-30 THOSON AVE., LONG ISLAND CITY, NY 11101, TEL: 718-472-8229	PS 159 QUEENS, Flood Elimination	PLA	205-01, 33rd Avenue, Queens, NY 11361	Interior and Exterior GC Work, Demolition, Cast in Place Concrete, Site Preparation, Site Improvements, Concrete Reinforcement, Paving and Surfacing, Concrete Formwork, Earth Work, Waterproofing, Asphalt, Excavation, Shoring, Chemical Injection Grouting, Painting, Fences and Gates, Landscaping	MHAMMED AKBAR, NYCSA Project Officer, Cell: 917 416-2608, Email:makbar@nycsca.org	\$ 1,411,895.00	Prime	7/11/2018	7/16/2019	ATANE Design and Construction Address: 40 Wall Street, 11th Floor New York, NY 10005 Contact : Jacinto Pichardo Cell : (561)-523-8757, Email:jacinto@ataneconsulting.com

Certificate Number
649721

Registration Date: 01/27/2024
Expiration Date: 01/26/2026



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:

PMY CONSTRUCTION CORP.
2024

Responsible Representative(s):
Deepak Patel, 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.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PMY CONSTRUCTION CORP.

Trade Name:

Address: 115 HAGUE STREET
JERSEY CITY, NJ 07307

Certificate Number: 1093126

Effective Date: October 01, 2004

Date of Issuance: April 06, 2017

For Office Use Only:

20170406161534992

PMY Construction Corp. - List of Equipments / Machines

MAKE	MODEL	YEAR	QUANTITY	CONDITION	Rent/Own	Present Location
Komatsu	PC 78 excavator with attachments	2022	1	Good	Own	124 Park Ave, Lyndhurst, NJ 07071
Bobcat	T595 skid steer with attachments	2018	1	Good	Own	124 Park Ave, Lyndhurst, NJ 07071
Nissan	1F 5k Forklift	2007	1	Good	Own	124 Park Ave, Lyndhurst, NJ 07071
Novae	Sure-trac 14' dump trailer	2020	1	Good	Own	124 Park Ave, Lyndhurst, NJ 07071
Snake	Snake river 8' dump trailer	2014	1	Good	Own	124 Park Ave, Lyndhurst, NJ 07071
Diamond C	HDT210 22' Flatbed trailer	2022	1	Good	Own	124 Park Ave, Lyndhurst, NJ 07071
Diamond C	FMAX210 35' GOOSENECK TRAILER	2016	1	Good	Own	124 Park Ave, Lyndhurst, NJ 07071
ALLMAND	NLV-ML3EC LIGHT TOWER	2019	1	Good	Own	124 Park Ave, Lyndhurst, NJ 07071
Wacker Neuson	LTV4K LIGHT TOWER	2020	1	Good	Own	124 Park Ave, Lyndhurst, NJ 07071
Skyjack	19' Scissor lift	2013	1	Good	Own	124 Park Ave, Lyndhurst, NJ 07071
Toyota	8FDU30 Diesel 6k forklift	2018	1	Good	Own	124 Park Ave, Lyndhurst, NJ 07071

PMY CONSTRUCTION CORP.

**Financial Statements
And Supplementary Schedules**

July 31, 2024

PMY CONSTRUCTION CORP.

July 31, 2024

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors
PMY Construction Corp.
Lyndhurst, New Jersey

We have reviewed the accompanying financial statements of PMY Construction Corp., which comprise the balance sheet as of July 31, 2024, and the related statements of income and retained earnings and cash flows for the seven months 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.

Accountants' 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.

We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.



Accountants' 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.

Supplementary Information

The supplementary information included in Schedules 1 through 6 presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information and, based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

Hyde and Associates, LLC

Hyde & Associates

Chester, NJ 07930

September 9, 2024

PMY CONSTRUCTION CORP.

Balance Sheet

July 31, 2024

ASSETS

Current Assets	
Cash	\$ 1,309,714
Contracts receivable	16,131,045
Costs and estimated earnings in excess of billings on uncompleted contracts	3,927,944
Prepaid taxes	<u>66,972</u>
Total current assets	<u>21,435,675</u>
Operating lease, right of use asset	49,090
Property and equipment - net	<u>797,489</u>
Total assets	<u>\$ 22,282,254</u>

LIABILITIES AND STOCKHOLDER'S EQUITY

Current liabilities	
Accounts payable	\$ 5,875,284
Billings in excess of costs and estimated earnings on uncompleted contracts	-
Current maturities of long term debt	92,536
Current portion of lease liability	49,090
Deferred income taxes payable	<u>929,046</u>
Total current liabilities	<u>6,945,956</u>
Long term liabilities	
Long term debt, net of current portion	<u>132,478</u>
Total long term liabilities	132,478
Total liabilities	<u>7,078,434</u>
Stockholder's equity	
Common stock - no par value	40,000
Additional paid in capital	150,000
Retained earnings	<u>15,013,820</u>
Total stockholder's equity	<u>15,203,820</u>
Total liabilities and stockholder's equity	<u>\$ 22,282,254</u>

See independent accountant's review report and notes to financial statements.

PMY CONSTRUCTION CORP.

Statement of Income and Retained Earnings

For the Seven Months Ended July 31, 2024

Contract revenues earned	\$ 27,846,145
Transferred costs incurred	<u>23,209,375</u>
General contracting gross profit	4,636,770
General and administrative expenses	<u>448,219</u>
Other income and expense	
Interest	(3,043)
Income-other	<u>22,121</u>
	19,078
Income before provision for income taxes	4,207,629
Provision for income taxes	(31,199)
Net income	4,176,430
Retained earnings - beginning of period	<u>10,837,390</u>
Retained earnings - end of period	<u>\$ 15,013,820</u>

See independent accountant's review report and notes to financial statements.

PMY CONSTRUCTION CORP.

Statement of Cash Flows

For the Seven Months Ended July 31, 2024

Cash Flows from operating activities	-
Net income	\$ 4,176,430
Adjustments to reconciles net income to net cash used in operating activities	
Depreciation	82,999
Deferred taxes	98,171
Changes in operating assets and liabilities	
Contracts receivable	(5,557,226)
Costs and estimated earnings in excess of billings uncompleted contracts	825,495
Prepaid taxes	(66,972)
Taxes payable	(30,861)
Accounts payable	(220,035)
Billings in excess of costs and estimated earnings uncompleted contracts	-
Net cash used in operating activities	<u>(711,999)</u>
Cash flows from investing activities	
Purchase of equipment	<u>(117,354)</u>
Net cash used in investing activities	<u>(117,354)</u>
Cash flows from financing activities	
Long term debt repayments	(45,183)
Net cash used in financing activities	<u>(45,183)</u>
Net change in cash	(874,536)
Cash - beginning of period	<u>2,184,250</u>
Cash - end of period	<u>\$ 1,309,714</u>
Supplemental disclosure of cash flow information	
Cash was paid for	
Taxes	<u>\$ 32,502</u>
Interest	<u>\$ 3,043</u>

See independent accountant's review report and notes to financial statements.

PMY CONSTRUCTION CORP.

Notes to Financial Statements

July 31, 2024

Note 1 – Nature of Business Operations

Company's Activities

PMY Construction Corp. (the "Company") was incorporated under the laws of the State of New Jersey on July 30, 2004, and is engaged in operations as a general contractor for governmental and commercial buildings. The work is performed primarily under fixed-price contracts within the tri-state area. The length of the contracts vary, but typically range from one to three years.

Note 2 – Summary of Significant Accounting Policies

Basis of Presentation

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America.

Credit Risk

The Company undertakes projects for various levels of government and their agencies. Accordingly, the Company issues credit under binding contracts to these entities. The Company has never failed to collect the amounts due under these contracts and therefore has no need to provide an allowance for uncollectable accounts.

The Federal Deposit Insurance Corporation (FDIC) insures each of the Company's bank accounts up to a maximum of \$250,000 in each bank. The Company mitigates this risk by maintaining accounts in a financially sound banking institution.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America 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 revenues and expenses during the reporting period. Accordingly, 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.

Leases

The Company adopted the requirements of the new lease guidance utilizing the full retrospective transition method and elected the package of practical expedients, which allowed among other things, for not reassessing the lease. In addition, the Company applied the practical allowing hindsight in determining the lease term related to options to extend and in apply on the right of use assets.

PMY CONSTRUCTION CORP.

Notes to Financial Statements - Continued

July 31, 2024

Note 2 – Summary of Significant Accounting Policies – continued

On the balance sheet an operating lease right-of-use-asset in the amount \$49,090 and an operating lease liability in the amount of \$49,090 was added. The new guidance did not have an effect on the statement of income and retained earnings or cash flows for the period ended July 31, 2024.

The Company calculates operating lease liabilities electing the risk-free discount rate, using a comparable period with the lease term. All lease and non-lease components are combined for all leases. Lease payments for leases with a term of 12 months or less are expensed on a straight-line basis over the term of the lease with no lease asset or lease liability recognized.

Property and Equipment

Property and equipment is stated at cost. Depreciation is calculated using the straight-line and declining-balance methods over the estimated useful lives of the assets, which range from five to seven years. Expenditures for repairs and maintenance are charged to expense as incurred.

For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any related gain or loss is reflected in income for the period.

The Company reviews the carrying value of property and equipment whenever events and circumstances indicate that the carrying value of an asset may not be coverable from the estimated future cash flows expected to result from its eventual use and disposition. Based on this assessment, management has determined that there was no impairment.

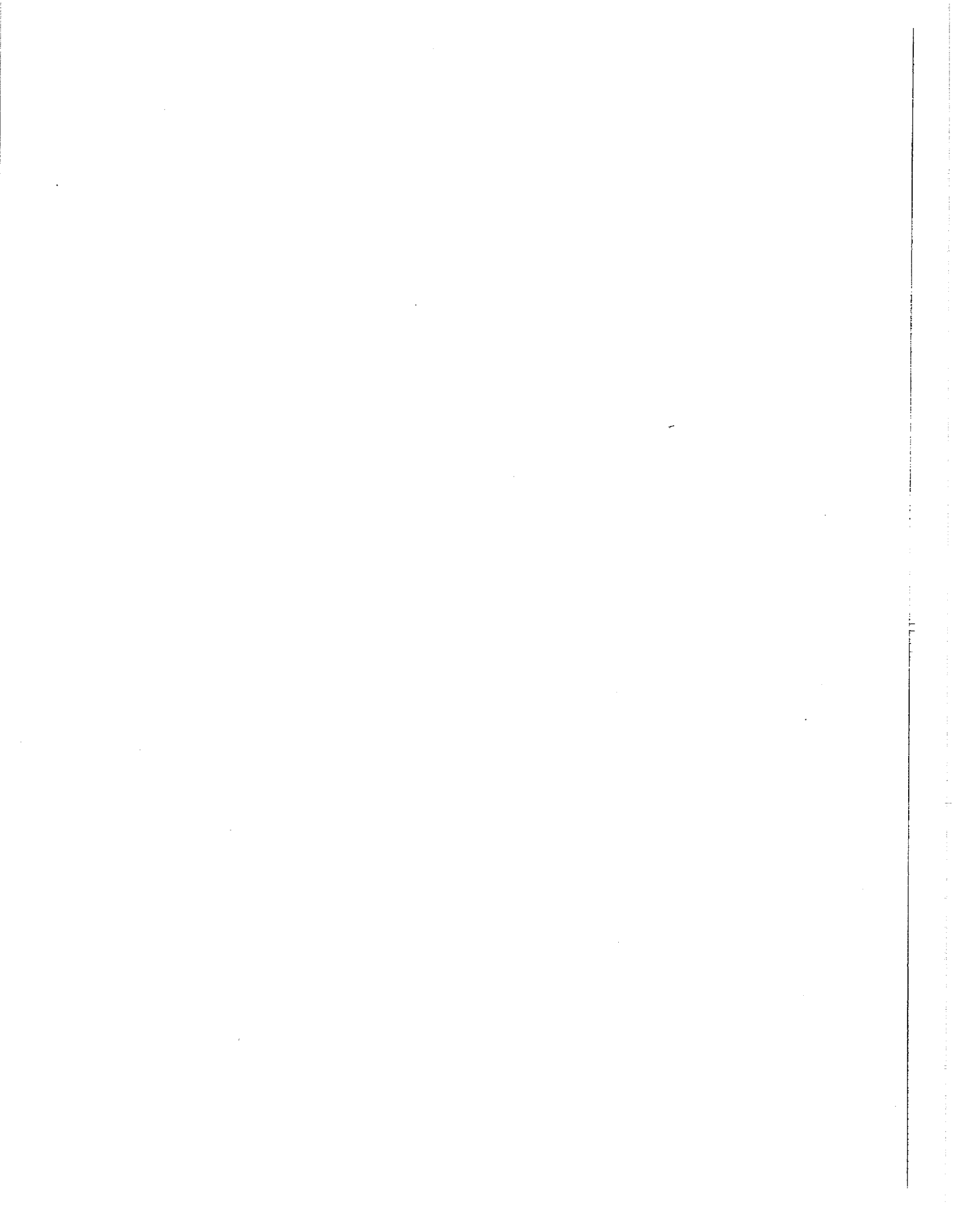
Income Taxes

The Company, with the consent of its stockholders, has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code, which provides that in lieu of corporation income taxes, the stockholders are taxed on the Company's taxable income for Federal, New York State and New Jersey.

The Company reports its income for financial statement reporting under the new revenue recognition standards as outlined in Note 3 and for tax purposes on a cash basis.

Allowance for Credit Losses

In June 2016, the FASB issued guidance (FASB ASC 326) which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. The Company adopted the standard effective January 1, 2023. In as much as most of the contract receivables are with government agencies it was determined that the impact of the adoption was not considered material to the financial statements and primarily resulted in enhanced disclosures only.



PMY CONSTRUCTION CORP.

Notes to Financial Statements – Continued
July 31, 2024

Note 3 – Revenue Recognition

The Company's revenue is primarily derived from construction contracts that can span one to three years. Revenue is recognized in accordance with ASC Topic 606, "Revenue from Contracts with Customers" and subsequently issued additional related ASU's ("Topic 606"). Topic 606 provides for a five-step model for recognizing revenue from contracts with customers as follows:

- 1) Identify the contract – multiple contracts with the same customer are treated separately unless the price of one contract is dependent on the other.
- 2) Identify performance obligations – a performance obligation is a promise to the customer to transfer goods or services that are distinct.
- 3) Determine the contract price – this involves establishing a fixed price, variable consideration, any contingent consideration, bonuses, and penalties. If there is variable consideration an estimate is made of the highest amount of revenue that will likely not require a reversal of accumulated revenue in subsequent periods
- 4) Allocate the transaction price – the transaction price is allocated over the separate performance obligations in the contract.
- 5) Recognize revenue – revenue is recognized when the obligation is satisfied, either over time or at a point in time when the customer has obtained control of the asset.

The Company has determined that generally all contracts contain one performance obligation. The transaction price is allocated in accordance with the schedule of values in the original bid documents. Changes are made to the transaction price from affirmative change orders to the extent that additional revenue from a change is probable and estimable. Revenue is recognized over time as control is transferred to the customers by measuring the progress toward complete satisfaction of the performance obligation using an input (i.e., "cost to cost") method. Under the cost-to-cost method, costs incurred to date are generally the best depiction of transfer of control.

All contract costs, including those associated with affirmative change orders are recorded as incurred and there is a transfer of control to the customer. Contract costs consist of direct costs on contracts, including labor and materials, amount payable to subcontractors and equipment costs. Those costs for which control has not passed to the customer are included in inventory.

The accuracy of the revenue and profit in a given period depends on the accuracy of the Company's estimates of the cost to complete each project. The Company believes that it has the experience to create reasonably accurate estimates. These estimates are evaluated periodically and adjusted as required.

PMY CONSTRUCTION CORP.

Notes to Financial Statements – Continued

July 31, 2024

Note 4 – Property and Equipment

Property and equipment for the period ended July 31, 2024, are as follows:

Property and Equipment	\$ 1,038,651
Less Accumulated Depreciation	<u>241,162</u>
Net Property and Equipment	<u>\$ 797,489</u>

Depreciation expense related to property and equipment amounted to \$62,999 for the period ended July 31, 2024.

Note 5 - Contracts Receivable

Contracts receivable for the year ended July 31, 2024, are summarized as follows:

Completed contracts	\$ 9,848,532
Contracts in progress	3,549,232
Retainages	<u>2,733,281</u>
	<u>\$ 16,131,045</u>

Note 6 - Costs and Estimated Earnings on Uncompleted Contracts:

At July 31, 2024, costs and estimated earnings on uncompleted contracts consisted of the following:

Transferred costs incurred on uncompleted contracts	\$ 20,707,193
Estimated earnings	<u>4,192,667</u>
	24,899,860
Less billings to date	<u>20,971,916</u>
Net costs and estimated earnings in excess of billings on uncompleted contracts	<u>\$ 3,927,944</u>

PMY CONSTRUCTION CORP.

Notes to Financial Statements – Continued

July 31, 2024

Note 6 - Costs and Estimated Earnings on Uncompleted Contracts - continued

Net costs and estimated earnings in excess of billings on uncompleted contracts are included in the accompanying balance sheet under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 3,927,944
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>-</u>
	<u>\$ 3,927,944</u>

Note 7 - Income Taxes

The components of the deferred tax assets and liabilities for the period ended July 31, 2024, are as follows:

	<u>Current</u>
Total deferred tax assets	\$ 5,875,284
Total deferred tax liabilities	<u>16,198,017</u>
Net deferred tax liabilities	<u>\$ 10,322,733</u>
Deferred tax payable at effective tax rate	<u>\$ 929,046</u>

The provision for income taxes for the period ended July 31, 2024, consisted of the following:

Current tax credit	\$ (66,972)
Deferred tax expense	<u>98,171</u>
	<u>\$ 31,199</u>

The Company has elected Subchapter S treatment for Federal, New York State and New Jersey income tax purposes. Therefore, there is provision only for the minimum taxes to these jurisdictions plus New York City General Corporate tax.

The Company, though, is liable for state income taxes in other states where it does business. The prior three years tax returns as filed remain open for examination by the respective taxing authorities.

PMY CONSTRUCTION CORP.

Notes to Financial Statements – Continued

July 31, 2024

Note 8 - Backlog

At July 31, 2024 the Company had a backlog of contract work in the amount of \$57,862,183 which was computed as follows:

Balance – December 31, 2023	\$ 28,451,256
Contract adjustments	2,165,019
New contracts – period ended July 31, 2024	55,092,053
Less contract revenue earned – period ended July 31, 2024	<u>(27,846,145)</u>
Balance – July 31, 2024	<u>\$ 57,862,183</u>

Note 9 – Long-Term Debt

During 2022, the Company entered into a promissory note secured by construction equipment. The note calls for monthly payments of \$3,605 inclusive of interest at .49% and is due in September 2025.

\$47,084

During 2022, the Company entered into a promissory note secured by construction equipment. The note calls for monthly payments of \$1,147 inclusive of interest at 5.99% and is due in July 2027.

39,481

During 2022, the Company entered into a promissory note secured by automobiles. The note calls for monthly payments of \$1,309 inclusive of interest at 4.29% and is due in February 2028.

49,749

During 2024, the Company entered into a promissory note secured by construction equipment. The note calls for monthly payments of \$1,966 with 0% interest and is due April 2028.

\$88,700

225,014

Less: current maturities

92,536

\$132,478

PMY CONSTRUCTION CORP.

Notes to Financial Statements – Continued

July 31, 2024

Note 9 – Long-Term Debt - continued

Future maturities of all long-term debt:

2025	\$92,536
2026	54,027
2027	51,810
2028	<u>26,641</u>
	<u>\$225,014</u>

Note 10 – Line of Credit

The Company has an unsecured line of credit with a Bank in the amount of \$3,500,000. As of July 31, 2024, \$ 0 of the facility had been utilized. Interest to borrow is prime plus 1%.

Note 11- Related Party Transactions

The Company has paid its office and shop rents to a related party. Rent and related costs of \$57,819 was paid to the affiliated landlord for the period ended July 31,2024.

Note 12 – Multi Employer Pension Plan

The Company is a member of various unions and as such contributes to the multiemployer defined pension plan under the terms of the collective bargaining agreement that covers its union represented employees. The risks of participating in these multiemployer plans are different from single-employer plans in the following aspects:

- 1) Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- 2) If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
- 3) If the Companies chose to stop participating in some of its multiemployer plans, the Companies may be required to pay those plans an amount based on the underfunded status of the plan, referred as a withdrawal liability.

Note 13 – Major Customers

Major customers who have accounted for over 10% of the Company’s revenue for the period ended July 31, 2024, is summarized as follows:

Customer A	31.81%
Customer B	28.72%
Customer C	10.40%

PMY CONSTRUCTION CORP.

Notes to Financial Statements – Continued

July 31, 2024

Note 14 – Operating Leases

The Company leases its office facility for terms under a long-term, non-cancelable operating lease agreement. The lease expires on April 30, 2025, and provides for renewal options. In the normal course of business, it is expected that the lease will be renewed or replaced by another lease.

The following is a schedule by year of approximate future minimum rental payments required under the operating lease agreements for the period ended July 31:

2025	<u>\$49,500</u>
Total minimum lease payments	49,500
Less: Amount representing interest	<u>410</u>
Present value of minimum lease payments	<u>\$ 49,090</u>

Note 15 – Subsequent Events

The Company evaluated subsequent events through September 9, 2024 the date the statements were available to be issued. There are no material subsequent events that require recognition or disclosure in these financial statements.

Note 16 – Contingencies

Consistent with industry practices, the Company, as a general contractor, is obligated for performance and completion of construction contracts.

SUPPLEMENTARY SCHEDULES

PMY CONSTRUCTION CORP.

Schedule 1 - Earnings from Contracts

Seven Months Ended July 31, 2024

	Contract Revenues Earned	Transferred Costs Incurred	General Contracting Gross Profit
Contracts completed during the period	\$14,811,183	\$12,198,175	\$ 2,613,008
Contracts in progress at the end of period	<u>13,034,962</u>	<u>11,011,200</u>	<u>2,023,762</u>
	<u>\$27,846,145</u>	<u>\$23,209,375</u>	<u>\$ 4,636,770</u>

See independent accountant's review report and notes to financial statements.

PMV CONSTRUCTION CORP.

Schedule 2 - Contracts in Progress

For the Seven Months Ended July 31, 2024

Contract	Total Contract		From Inception to July 31, 2024		At July 31, 2024		Seven Months Ended July 31, 2024			
	Contract Revenues	Estimated Gross Profit (Loss)	Revenues Earned	Transferred Costs Incurred	Gross Profit (Loss)	Billings in Excess of Cash and Unearned Earnings	Cost and Estimated Earnings in Excess of Billings	Revenues Earned	Transferred Costs Incurred	Gross Profit (Loss)
PS-2653K	\$ 10,866,797	\$ 1,956,023	\$ 9,128,199	\$ 7,483,050	\$ 1,645,059	\$ 7,550,097	\$ 1,425,724	\$ 2,596,859	\$ 2,260,050	\$ 336,809
PS-2172-3Food/lyn	12,444,828	1,866,814	10,453,744	8,885,607	1,568,137	9,875,862	1,692,407	7,998,797	6,298,992	1,700,805
Bid: 2022-07 Demolition of Abandoned Structures Trenton, NJ	728,400	72,520	697,993	628,590	69,403	613,500	37,380	16,659	15,000	1,659
Q163-120M Shore Front Parkway Amenities Construction	3,228,965	465,793	2,744,620	2,195,695	548,924	2,319,020	357,476	869,620	695,606	174,014
DANSY -NYS Veterans Home at Montrose Phase 2 Generator Replacement	401,000	64,160	330,825	277,893	52,932	231,450	58,947	8,458	7,105	1,353
PS-16X Change order Work	750,000	150,000	187,500	150,000	37,500	170,487	450,000	187,500	150,000	37,500
NJ DP&C BOBPP- HELMS and Clock Tower, Trenton, NJ	420,000	92,400	198,500	155,610	42,890	170,487	171,990	199,580	200,000	4,880
PS-298A - ROOFTOP PLAYS(GROUND)	8,582,469	1,885,150	246,410	209,685	36,725	33,000	6,694,349	256,410	200,000	56,410
William McCay Park, Manhattan	3,237,077	485,622	80,950	60,650	20,300	29,300	2,670,295	95,235	80,950	14,285
PS-46 Queens	2,425,855	345,878	71,253	60,650	10,603	29,300	2,661,327	71,253	60,650	10,703
16th Street Playground Renovation, Jersey City, NJ	6,795,860	1,015,363	293,876	173,295	30,581	62,400	5,603,220	203,876	173,295	30,581
PS-453 R	1,201,959	180,300	530,695	413,942	116,753	-	18,578,668	530,695	413,942	116,753
NJ DP&C - Stokes State Forest, Sandysport Township, Sussex County, NJ	1,720,188	258,028	-	-	-	-	1,072,699	-	-	-
Lenox Creek Park, Staten Island	1,902,940	285,444	-	-	-	-	1,402,160	-	-	-
Chief Dennis Park Reconstruction	3,645,675	546,851	-	-	-	-	1,617,516	-	-	-
Little Flower Playground Reconstruction	-	-	-	-	-	-	3,098,824	-	-	-
	\$ 87,762,093	\$ 15,241,258	\$ 34,893,860	\$ 20,303,191	\$ 4,103,667	\$ 29,971,316	\$ 46,813,292	\$ 13,034,502	\$ 11,011,240	\$ 2,023,262

See independent accountant's review report and notes to financial statements.

PMY CONSTRUCTION CORP.
Schedule 3 - Contracts Completed

For the Seven Months Ended July 31, 2024

Contract	Total Contract			Inception to December 31, 2023			Seven Months Ended July 31, 2024		
	Revenues Earned	Transferred Costs Incurred	Gross Profit (Loss)	Revenues Earned	Transferred Costs Incurred	Gross Profit (Loss)	Revenues Earned	Transferred Costs Incurred	Gross Profit (Loss)
PS-18 Staten Island	\$ 3,642,549	\$ 2,877,614	\$ 764,935	\$ 2,995,017	\$ 2,366,064	\$ 628,953	\$ 647,532	\$ 511,550	\$ 135,982
PS-213-Brooklyn	3,332,889	2,832,888	499,921	435,509	376,183	65,326	2,897,200	2,462,705	434,595
Demolition of 11 Dwellings	552,990	469,965	82,935	17,647	15,000	2,647	535,253	454,965	80,288
DSNY - New York City Department of Sanitation	9,203,815	7,547,128	1,656,687	343,144	276,115	69,029	8,838,671	7,271,013	1,587,658
Wagner High School - Reson A. Athletic Field	3,744,855	2,095,884	748,971	1,872,428	1,497,942	374,486	1,872,427	1,497,942	374,485
	\$ 20,476,928	\$ 16,723,479	\$ 3,753,449	\$ 5,665,745	\$ 4,525,304	\$ 1,140,441	\$ 14,811,183	\$ 12,198,175	\$ 2,613,008

See independent accountant's review report and notes to financial statements.
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PMY CONSTRUCTION CORP.

Schedule 4 - General and Administrative Expenses

For the Seven Months Ended July 31, 2024

Personnel costs	
Officer compensation	\$ 75,000
Office salaries	103,673
Payroll taxes and insurance	<u>54,293</u>
Total personnel costs	<u>232,966</u>
Office and general expense	
Rent	57,819
Telephone and utilities	5,334
Professional services	52,679
Contributions	5,600
Depreciation	62,999
Taxes-other	9,439
Computer	12,525
Office	<u>8,858</u>
Total office and general expense	<u>215,253</u>
Total general and administrative expenses	<u>\$ 448,219</u>

See independent accountant's review report and notes to financial statements.

PMY CONSTRUCTION CORP.

Schedule 5 - Contract Costs

For the Seven Months Ended July 31, 2024

	Total Costs	Untransferred Costs	Transferred Costs
Materials	\$ 7,959,182	\$ -	\$ 7,959,182
Subcontractors	9,703,511	-	9,703,511
Labor	2,795,229	-	2,795,229
Payroll taxes and insurance	488,339	-	488,339
Union expense	1,277,628	-	1,277,628
Auto expense	201,643	-	201,643
Disposal	205,809	-	205,809
Equipment rental	134,967	-	134,967
License and fees	83,229	-	83,229
Application fee	23,640	-	23,640
Bid documents	220	-	220
Consulting and engineering	292,849	-	292,849
Bond	25,024	-	25,024
Outside services	18,105	-	18,105
	<u>\$ 23,209,375</u>	<u>\$ -</u>	<u>\$ 23,209,375</u>
Total transferred costs	<u>\$ 23,209,375</u>	<u>\$ -</u>	<u>\$ 23,209,375</u>

See independent accountant's review report and notes to financial statements.

PMY CONSTRUCTION CORP.

Schedule 6 - Contracts Receivable Aging

July 31, 2024

Contract	Total	0-30 Days	31-60 Days	61-90 Days	Over 90 Days	Retainage
PS 25 R	\$ 59,462	\$ -	\$ -	\$ -	\$ -	\$ 59,462
PS 39 X	436,845	-	-	-	383,017	53,828
PS 119 X	66,529	-	-	-	-	66,529
PS 16 X	188,355	-	-	128,889	-	59,466
PS 748	89,472	-	-	-	-	89,472
PS 92 M	148,678	-	-	-	-	148,678
NYCHA LIES Change Order	11,250	-	-	-	-	11,250
NYC Parks -Shorefront Parkway Job #1	22,657	-	-	-	5,000	17,657
NYC Parks -Shorefront Parkway Job #2	828,672	380,151	-	350,000	-	98,521
PS 159 Q	70,000	-	-	-	-	70,000
PS 32 Q	125,078	-	-	-	25,000	100,078
PS 265K	1,183,035	831,245	-	-	-	351,790
PS 163 M	26,153	-	-	-	-	26,153
PS 312 K	1,900,555	735,365	-	700,000	-	465,190
PS 213 K	866,590	82,986	100,000.00	550,000	-	133,604
PS 18 R	643,147	-	180,022	300,000	-	163,125
DASNY - NYS Veteran Home, Montrose, NY	41,673	-	32,100	-	-	9,573
Demo of Various Properties, Trenton NJ	30,675	-	-	-	-	30,675
NYC PARKS - Davidson Park	157,869	131,994	-	-	-	25,875
PS 290 M	81,118	-	-	81,118	-	-
DSNY NYC Department of Sanitation	8,151,248	3,781,529	3,916,884	-	-	452,835
NYC Parks -Watson	17,675	-	-	-	-	17,675
DPMC -10667-00 CNG Station Demolition	90,519	-	-	-	-	90,519
DPMC-40399-00 Clocktower Improvement	237,931	170,847	50,000	-	-	17,084
IIS 460R	534,242	-	260,000	100,000	-	174,242
William McCary Park, Manhattan	34,031	-	-	34,031	-	-
16th St Playground Renovation	27,764	-	-	27,764	-	-
PS 46 Q	59,822	-	-	59,822	-	-
Total	\$16,131,045	\$ 6,114,117	\$ 4,539,006	\$ 2,331,624	\$ 413,017	\$ 2,733,281

See independent accountant's review report and notes to financial statements.
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