INVITATION TO BID

THE HOUSING AUTHORITY OF THE CITY OF BAYONNE 549 AVENUE A BAYONNE, N.J. 07002

The Housing Authority of the City of Bayonne is receiving bids for **APARTMENT TURNOVER HARDWOOD FLOORING AND REFINISHING.**

The Housing Authority of the City of Bayonne, the Awarding Authority (the "Owner") will receive sealed bids for this work in accordance with contract documents prepared together with such addenda as may be issued to the date of the receipt of the bids.

Parties interested in submitting a Sealed Bid may retrieve a detailed Bid Package, which more fully states the requirements of the Bid from the Authority's website at <u>www.bayonneha.org/bids</u> beginning on **DECEMBER 30, 2024**. Any questions can be directed to <u>epacyna@bayonneha.org</u>.

Bids must be received no later than **TUESDAY**, **JANUARY 14**, **2025 AT 11:15 AM** prevailing time at the office of the Housing Authority of the City of Bayonne, at the address set forth above, **549 Avenue A**, **Bayonne**, **NJ 07002** in order to be considered. Bids must be submitted in a sealed envelope, addressed to the Authority, as directed by the Specifications. Envelopes shall contain, on the exterior, the designation of the contract for which the bid is entered, and the name, address and telephone number of the Bidder. An original and two (2) copies should be submitted.

Walkthroughs will be conducted individually and by appointment. Please call Mr. Mike Pacyna at 201-339-8700 or e-mail mpacyna@bayonneha.org. Access to the buildings at any other time is restricted and wholly at the owner's discretion.

Parties choosing to submit their bids via the United States mail are required to have the mail delivered prior to the appointed bid opening time. Proper consideration must be given to allow for weekends and holidays.

The Authority reserves the right to waive any informality in any bid or bids, to reject any and all bids, and to accept such bid or bids and to make such awards as may be in the best interest of the Authority.

Bids will be awarded only to the corporation or other entity in whose name the qualifications or other documentation is submitted. Corporate affiliates, subsidiary or parent corporations or related entities are not automatically qualified.

Each bid shall be accompanied by a Bid Bond issued by a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570, or by certified check in the amount called for in the Specifications, made out to the Housing Authority of the City of Bayonne. Bids must also be accompanied by the affidavits, etc., referred to in the Instructions to Bidders. Regardless of whether a Bid Bond or Certified Check is submitted for bid guarantee, each bidder must submit a Consent of Surety also from a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570, stating that it will issue the necessary performance and maintenance bonds should the bidder enter into contract for this work with the Housing Authority of the City of Bayonne.

BID DOCUMENT SUBMISSION CHECKLIST

HOUSING AUTHORITY OF THE CITY OF BAYONNE

Apartment Turnover Hardwood Flooring Repairs and Refinishing (Name of Construction Project)

(Project or Bid Number)

PLEASE SUBMIT ORIGINAL AND 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 Submitted with Bid (Bidder's initials)

	A bid guarantee as required by N.J.S.A. 40A: II-21
V	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22
V	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2
5	A listing of subcontractors, as required by N.J.S.A. 40A: II-16
V	If applicable, bidder's acknowledgement of receipt any notice (s) or revision (s) or addenda to an advertisement, specifications or bid document (s)

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

Required With Submission of Bid (Owner's checkmarks)

Initial each Item Submitted with Bid (Bidder's initials)

4	Bid document submission checklist	(H)
V	A Bid Form	PB
	A previous participation certificate (HUD 2530)	B
	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	Ð

Bid, as referenced above and as required by N.J.S.A. 40A: ll-16

	A performance and payment bond (certificate from a surety company, if your bid is accepted, they will furnish the performance bond)	Ba
	Representations, certifications and other statements of bidders (HUD 5369-A)	Ð
K	Non-collusive affidavit (must be notarized)	- Ale
5	Bidder's affidavit	HR
	Qualifications questionnaire	FDA
_V	Contracts completed in the last five years	B
-	Status of contracts in hand	- De
L	Statement of Compliance	HR
	Affidavit for affirmative action plan (must be notarized)	Ale
	Voluntary act and deed acknowledgment	- De

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

Name: MARUTI	CONSTRUCTION	LLC.
By Authorized Representative:	(Hasutel.	
Signature:	Doutes.	
Printed Name and Title:	MARSHAD PATER	PRESIDENT
Date:	01/13/2025	

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

HOUSING AUTHORITY OF THE CITY OF BAYONNE

Apartment Turnover Hardwood Flooring Repairs and Refinishing

(Name of Construction Project)

(Project or Bid Number)

In accordance with N.J. S. A. 40A: ll-23a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date or 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 detect 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 (mail, fax, pick-up, etc.) Date Received



Acknowledgement by bidder:

Name of Bidder: MARUTI CONSTRUCTION LLC

By Authorized Representative:

Signature:

.

Printed Name and Title:

MARSHAD PATEL, PRESIDENT

Date:

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BID FORM

	Apartment Turnover Painting and Plastering
BIDDER'S NAME:	MARUTI CONSTRUCTION LLC.
ADDRESS:	3428 JOHN F. KENNEDY BLUD
	JERSEY CITY, NJ 07307
TELEPHONE NO.:	-201-936-3262 FAX NO:
E-MAIL ADDRESS:	MARUTI CONSTRUCTION 456 @ GMAIL. COM
TO:	HOUSING AUTHORITY OF THE CITY OF BAYONNE (the "AUTHORITY")
ADDRESS:	549 Avenue A P.O. Box 277
	Bayonne. New Jersey 07002
TELEPHONE NO. :	201-339-8700 FASCIMILE NO: 201 436-0995
ATTENTION: Mr. Joł	nn T. Mahon EXECUTIVE DIRECTOR

Pursuant to and in accordance with your Advertisement for Bids for work at these designated locations, and in accordance with the Instructions for Bidder's relating thereto, the undersigned hereby agrees to furnish all supplies, labor, materials, equipment, and other facilities necessary or proper for, or incidental to, or as required by the bid materials prepared by the Housing Authority of the City of Bayonne and dated 12/30/2024, 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:

The bid is based on the cost per square foot of surface prepped, as described in the technical specifications, and the cost per square foot of flooring repairs. Payment to the contractor will be based on the total square footage completed and deemed acceptable by the Authority each month.

Bid Price Calculation: (Insert prices, one for painting and one for plastering then multiply for total cost)

Job	Max. sq. ft.	Cost per sq. ft.	Total cost perjob
Refinishing Repairs		9.00 per sq. ft. 20.00 per sq. ft.	\$ 216,000.00 \$ 20,000.00
(Combine both totals	for a final bid price)	Total Bid Price	\$ 2.36,000.00

TWO HUNDRED

Total Bid Price

For the sum of: (words) THIPTY SIX THOUSAND dollars \$(numbers) 236,000.00 Ail blank spaces for total bid prices must be filled in, or typewritten, in both words and figures. This total bid price must be the same here and the total shown immediately above as the sum of the Bid Price Calculation. 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]
- NONE	5	 	

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 \$200,010 to \$400,000 the bid guarantee shall be \$20,000; for contracts over \$400,000 the bid guarantee shall be 5%.
- 3. Statement of Bidder's Qualifications.
- 4. Non-Collusive Affidavit.
- 5. Disclosure Statement of Ownership.
- 6. Affidavit for Affirmative Action Plan.
- 7. Bidder's Affidavit.
- 8. Qualification Questionnaire.
- 9. Previous Participation Certification.
- 10. Voluntary Act and Deed Acknowledgement.
- 11. Subcontractor Certificates.
- 12. Other submittals required elsewhere in the Project Manual.

It is agreed that the Authority shall be permitted to accept this bid within the period stipulated in the Project Manual without further cost to the Authority. It is further agreed that Authority in 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.

In as much as the exact amount of damage and loss to the Authority 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 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: <u>PATEL</u> <u>MARUTI CONSTRUCTION</u> Legal Name of Corporation	1 LLC.
Address: 3428 JOHN F. KGNNGOY BLVD	_
JURSEY LITY, NJ 07307	_
Telephone: <u>201-936-3262</u> Facsimile <u>-</u>	_
E-Mail: MARUTICONSTRUCTION455@GMAIL.CO	4
Name of State of Incorporation:	
Signed By: Title Title PRESIDGNT.	
Attest: <u>Hoputel</u> . (Place Corporate Seal Here) Date: <u>01132025</u>	
Date: 01/13/2025	
Note: If the bid is made by an unincorporated firm or partnership, it shall be signed in the firm or partner also by two or more of the partners or members of the firm in their names.	ership name an
Submitted by:	-
Address:	-
Telephone: Facsimile:	
E-Mail:	
Signed By:Title Signature of Owner or Partner	
Title Signature of Owner or Partner	
Date:	

and

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

MARUTI	CONSTRUCTION	LLC.	Maxetel.	01/13/2025
Name of Firm	Ā	uthorized S	ignature - 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 Authority, 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 Authority, substitute acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be acceptable to the Authority. 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 Authority.
- 4. Contractor shall provide proof of complete comprehensive and liability insurance.
- 5. The Housing Authority hereby represents that the conditions of the locations for which service are required 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.
- 6. 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.
- 7. The Housing Authority reserves the right to award or not to award a contract in the Housing Authority's best interest.
- 8. The Housing Authority reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Authority 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.
- 9. Attached is a Statement of Bidder's Qualifications properly executed.
- 10. 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.
- 11. Attached hereto is Form HUD-2530, which shall be completed, signed and submitted with this bid. Submit one original only.
- 12. Attached hereto is Form HUD 5369-A, which shall be completed, signed and submitted with this bid. Submit one original only.
- 13. Attached hereto are a Voluntary Act and Deed Acknowledgement by the Secretary of the Bidder which must be completed, executed, notarized and submitted together with this bid. The successful bidder's acknowledgement shall be incorporated into the Contract at the time of award. Submittal of this acknowledgement is a prerequisite to the validity of this bid.
- 14. The bidder represents that he () has, () has not participated in a previous contract or subcontract subject to either the Equal Opportunity Clause herein or the clause originally contained in Section 201 of Executive Order No. 11114; that he () has, () has not, filed all required compliance reports, and that representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontracts.
- 15. 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 segregated 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 areas, restores 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 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 certifications in his files.

- 16. 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.
- 17. This bid is accompanied by a certified check\$_____, cashier's check\$______, or Bid Bond \$10 \cdot . BZD Cover the order of the Housing Authority in an amount as follows: for contracts up to \$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 on bonds securing government contracts issued by the U.S. Treasury Circular No. 570, as published annually in the Federal Register.
- 18. <u>CONTRACT PERIOD</u> The work shall commence at the time stipulated and shall be fully completed within the terms of the specifications. Contract period shall be from February 22, 2025 to February 21, 2026 with an option to extend for an additional one year period at the Housing Authority's discretion.
- 19. <u>ALTERNATIVE DIPUTE RESOLUTION</u> 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 the 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 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 contact, a construction contact and a related contact involving design, architecture, management, or engineering, or when more than one dispute of a similar nature arises under a construction, 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.

20. <u>CONTRACTOR'S EXPERIENCE</u> The contractor shall be State licensed contractor and shall be totally familiar with all the procedures and materials. The Contractor shall provide written documentation of previous experience. 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 Authority all such information and data for this purpose as the Authority may request, including but not limited to, his previous experience in performing comparable work, his business and technical organizations, and financial resources.

- BUSINESS REGISTRATION CERTIFICATE At the time of the bid, the bidder should submit a certification 21. that the bidder has complied with the business registration provisions of N.J.S.A. 52:32-44 and N.J.S.A. 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 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 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.
- LICENSED SUBCONTRACTORS At the time of the bid, the bidder should submit a certificate, which lists 22. 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 contact. 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); and (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 bid, the bidder should submit a copy of the Business registration Certificate and enter on the subcontractor certificate the number of such certificate for each subcontractor required to be listed as a subcontractor. However, pursuant the revisions in law described in paragraph 2labove, the Authority, as 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.
- TAX EXEMPTION Bidders are to take note that the Housing Authority is an exempt organization under the 23. provisions of the New Jersey State Sales and Use Tax and the payment of sales taxes are not required.
- LEAD-BASED PAINT Any contractor awarded a contract shall comply with 24 CFR Part 35 prohibiting the 24. use of lead-based paint.
- 25. GUARANTEE OF WORK The Contractor shall guarantee ail 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 Authority and agrees to replace any such defects at no charge to the Authority 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.

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

Date: 01132025

MARSHAD Name

Title: PRESIDENT

Official Address:

3428 JOHN F. KENNEDY JUNSEY (ITY NJ 07307

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US Department of Agriculture Farmers Home Administration

Part I to be completed by Controlling Participant of Covered Projects	ticipant of Covered Projects	For HUD HQ/FmHA use only	e only
(See instructions)			i
Reason for submission: BZO Propossi	Post		
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	er, City and Zip Code
THE HOUSING AUTHORITY OF THE CITY		549 AVE A	OF BAYANNE S49 AVE A, BAYANNE, NJ 07002
	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one)
× 236,000.00	1	1	LEXisting Rehabilitation Proposed (New)
7. List all proposed Controlling Participants and attach organization chart for all organizations	Id attach organization chart for all organizati	ions	
Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	Last, First, Middle Initial) proposing to participate	8 Role of Each Pr	8 Role of Each Principal in Project 9. SSN or IRS Employer Number

3 仏え & <i>JのHN F</i> , Kc~~~Gの BLVD, J CASEY Cエヤ, NJ 07309 ertifications: The controlling participant(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling			The controlling
3 以える <i>JのHN F、KciNCの BLVD、JCPSEY CZTY、NJ 0</i> 7309 ations: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and pr			oject listed above
3 4 2 名 <i>JのHN F、KcwNCの BLvD、JCrSEY CITY、NJ 0</i> 7304 ations: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in			the role(s) and pr
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3 以え & <i>JのHN F</i> , Kcriveの BLvO, JCrest Cエヤ, NJ 07303 ations: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to partici			pate as controllin
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· Lici	3428 3		fications: The cont

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PRESIDENT

CONSTRUCTION

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participant(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The controlling participants(s) further certify that to the best of their knowledge and belief:

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 mortgages;

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.

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; 5

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.

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;

g. The controlling participants have not defautice on an ourganism with wave of a manual field above. 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.

Name of Controlling Participant	Signature of Controlling	Certification Date	Area Code and Tel. No.
	Participant	(mm/dd/yyyy)	
MARUTZ CLONSTRUCTION LLC.			
	(HJOCETE)	01/13/2025 201-036-3262	201-936-3262
This form prepared by (print name) HAPSHAP PATZL	Area Coo	Area Code and Tel. No. 201 - 936 - 3262	36-3262
Previous editions are obsolete	ref	ref 24 CFR 200 Subpart H Form HUD-2530 (10/2016)	-2530 (10/2016)

Page 1 of 4

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30 (10/2016)	ubpai	ref 24 CFR 200 S	1 5	-	Previous editions are obsolete
Date (mm/dd/yyyy)	No	Approved	eviewer	Signature of authorized reviewer	Signature of authorized reviewer
andum)	D. Other (attach memorandum)		B. Name match in system		
	[Processing and Control	Staff Process
ation problem	C. Disclosure or Certification problem	HUD-2530 approval	A. No adverse information; form HUD-2530 approval	Tel No. and area code	Date (mm/dd/yyyy) Tel No.
			ters after checking appropriate box.	ness; recommend approval or refer to Headquart	iternal Processing Or by me for accuracy and co
					PARTICIPATION FIRST EXPERIENCE
					" NO PREVIOUS
6. Last MOR rating and Physical Insp. Score and date	5. Was the Project ever in default during your participation Yes No If yes, explain	 4. Status of loan (current, defaulted, assigned, foreclosed) 	3.List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	1. Controlling Participants' Name (Last, First)
rticipation history in closure. Add extra	sation projects and parameters arefully. Make full disc st Experience".	<pre>ints' previous particip ie instruction sheet c; ous participation, Fir.</pre>	<pre>ste list of the controlling participa encies. Note: Read and follow th s, write by your name, "No previ</pre>	Section 8 Contracts. Below is a comple HA, State and local Housing Finance Age eck for accuracy. If no previous project:	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 multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. Note: Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".
al No. 2502-0118 (Exp. 05/31/2019)	OMB Approval No. 2502-0118 (Exp. 05/31/2019			tion	Previous Participation Certification

Page 2 of 4

of 4

Previous Participation Certification	OMB Approval No. 2502-0118 (Exp. 05/31/2019)
Instructions for Completing the Previous Participation Certificate, form HUD-2530	
Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. part 200, subpart H, can be obtained on-line at <u>www.gpo.gov</u> and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.	rrt 200, subpart in ink when l of your
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.	ı additional page ns regarding the
Purpose: This form provides HUD with a certified report of all previous participation in HUD programs by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all controlling participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.	e parties making ed to ensure that otable risks from cord of previous his form, before
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.	hat you propose. dards, HUD will
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.	satisfy all other
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 200.212, and as further clarified by the Processing Guide referenced in 24 CFR 200.210(b) and made available on the HUD website at: http://protral.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation .	g Participants of enced in 24 CFR site at:

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.

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Page 4 of 4

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BIDDER'S STATEMENT OF OWNERSHIP

In accordance with N.J.S.A. 52:25-24.2 provides 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–lf the bidder is a corporation:

í

For

FART 1–11 the bldder is a corporation:	
Name of Corporation	ARUTI CONSTRUCTION LLC.
State of Incorporation	Now Jansey
Date of Incorporation	07/13/2023
For those individuals * who own 10 percent or mo	ore of any class of its stock:
NAMES	ADDRESS
HARSHAD PATEL	3428 JOHN F. KENNEDY BLUD JENSEY CITY, NJ 07307
PART II- If the bidder is a partnership: Name of Partnership County in which certificate o	fTradename is filed
For those individuals * who own 10 percent or mo	ore of the interest in the partnership:
NAMES	ADDRESS
	$- \sim A -$ ereby certifies that I am the sole owner of
,tl	ne bidder therein.
Sign	ature of person who completed Part I, II or III above
* If any of the individuals listed below is an	arthorship or comparation a concrete cheat should be attached sining the

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 the persons (not partnerships or corporations).

Form of Non-Collusive Affidavit

AFFIDAVIT (Prime Bidder)

State of <u>MGW</u> JONGY):SS County of <u>ESSEX</u>

says:

That he is <u>PRESIDENT</u> the (a partner or officer of the firm of, etc.) party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the HOUSING AUTHORITY OF THE CITY OF BAYONNE or any person interested in the proposed contract; and

That all statements in said proposal or bid are true.

Signature of: HAMMAD 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 1.3^{TH} day of JAHOART and F

07/19/2027 My commission expires ._

JAGDISHKUMAR PATEL NOTARY PUBLIC State of New Jarsey ID # 50201164 My Commission Expires July 19, 2027

BID No.

Housing Authority City of Bayonne

at

Bayonne, NJ

BIDDER'S AFFIDAVIT

[This Affidavit is part of the Proposal)

) :ss COUNTY OF (Fill In)

 HAPSHAD
 PATEL
 being duly sworn, deposes and says

 that he resides at
 3428 JOHN F. KGWWGDY BWD that he is the

 JGWGY
 CITY, NJ 07307

 PRESIDENT
 who signed the above Bid or

 FINDPLNCE
 AND

 [Give

 REFENZEHING

Proposal, that he was duly authorized to sign and that the proposal is the true offer of the Proposer, that the seal attached is the seal of the Proposer and that all the declarations and statements contained in the Proposal are true to the best of his knowledge and belief.

Subscribed and sworn to before me

at JEASEY (ITY on this 13TH day of JANUARY 2025

07/19/2027 ion expires

Signature of Proposer [Seal)

JAGDISHKUMAR PATEL NOTARY PUBLIC State of New Jarsey ID # 50201164 My Commission Expires July 19, 2027

·Qualifications Questionnaire

The Housing Authority of the City of Bayonne

Bid for: Apartment Turnover Harwood flooring Repairs and

Refinishing

(

Name of Bidder: MARUTI CONSTRUCTION LLC.

Address: <u>3428 JOHN F. KONNEDY BLVD, JONSEN CITY</u> NJ 07307

- 1. How many years have you been in the Flooring business?
- 2. How long has your company been in business?
- What type of equipment do you own that is available and intended for this project?
 We have an AVATIANE EQUIDMENT
 TO FINISM THIS PROJECT.
- Have you ever failed to complete any work awarded to you?
 <u>NO</u> If yes explain.
- 5. Are you going to have the same workers at all times, performing the work required?
- How available are you, in case an issue comes up on site?
 ANY לומב AVAUABLE
- How long do you think it will take to complete a 9000 sq. ft. apartment?
 30 DNFS

CONTRACTS COMLETED IN 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.

EXPECTED DATE OF COMPLETION							
GROSS AMOUNT OF CONTRACT							
DATE OF CONTRACT START							
DESCRIPTION	- 1211						
LOCATION	- ATTA NEW 1287 -						
OWNER	- 564						

STATUS OF CONTRACTS ON HAND

List the most current contracts that are still active with the approximate gross cost for each, start date and expected date of completion.

DATE OF COMPLETION														
AMOUNT OF CONTRACT														
CONTRACT START														
		CHED 1287-												
		-566 9778												
	CONTRACT AMOUNT OF START CONTRACT	CONTRACT AMOUNT OF START CONTRACT	-Sec ATTACK LZST -	-See ATTACK AMOUNT OF START CONTRACT CONTRACT	-See ATTACT AMOUNT OF -See ATTACHEO LZST -	CONTRACT AMOUNT OF START CONTRACT START CONTRACT CONTRACT CONTRACT	CONTRACT AMOUNT OF START CONTRACT START CONTRACT CONTRACT CONTRACT	CONTRACT AMOUNT OF START CONTRACT START CONTRACT CONTRACT CONTRACT CONTRACT	-See ATTACT AMOUNT OF START CONTRACT OUTRACT Interview I	CONTRACT AMOUNT OF START CONTRACT START CONTRACT CONTRACT CONTRACT CONTRACT CONTRACT CONTRACT CONTRACT CONTRACT CONTRACT CONTRACT	CONTRACT AMOUNT OF START CONTRACT START CONTRACT ST	CONTRACT AMOUNT OF START CONTRACT START CONTRACT ST	CONTRACT AMOUNT OF START CONTRACT START CONTRACT START CONTRACT CO	CONTRACT AMOUNT OF START SCC ATTACKEO LZS7 SCC ATTACKEO LZS7 SCC ATTACKEO LZ<7

AFFIRMATIVE ACTION AFFIDAVIT

Pursuant to ihe regulations promulgated by the Affirmative Action of 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 will 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 requirements of a Notice and explanation of certain revisions to Exhibit B, Mandatory Affirmative Action Language: Construction Contractors (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 above stated regulations. I am also aware that if the firm of \underline{MRUTT} $\underline{COSTRUCTFON}$ \underline{LLC} , 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 \underline{MAUTT} $\underline{CONSTRUCTFON}$ \underline{LLC} , may be debarred from all public contracts for a period of up to five (5) years.

(Signature

Title: (Sole Proprietor, General Partner of Corporate Officer)

Subscribed and sworn tobefore me This <u>13TH</u> day of <u>1ANUAR</u> 2025 - <u>19</u> A

My commission expires 07/19 2027

JAGDISHKUMAR PATEL NOTARY PUBLIC State of New Jersey ID # 50201164 My Commission Expires July 19, 2027

EXHIBIT B

P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE CONSTRUCTION CONTRACTS

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment, because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in their discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Affirmative Action Office is satisfied that the contractor is employing

workers provided by the union and provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L.1975, c.127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with union for a construction trade, the contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c.127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under,(B) below; and the contractor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.
- (B) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
 - (1) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
 - (2) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request the local construction trade

union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings; \cdot

(

- (4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement wit a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to layoff some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c.127;
- (6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualifications lower than that required, the contractor or subcontractor shall determine qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however are limited by the provisions of (C) below.
 - (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment

goal.

- (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.
- (7) To keep complete and accurate record of all requests made for referral of workers in any trade covered by the contract and on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) preceding provision shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall agreement, and, where required by custom or agreement, it shall send journeymen and trainees to the union. for referral, or to the apprenticeship program for the admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the contractor or subcontractor agrees that, in implementing the procedures of the preceding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.
- (D) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than 3 days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public

Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off- the-job programs for outreach and training of minority and female trainees employed on the construction projects.

(E) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C, 17:27). Form of Voluntary Act and Deed Acknowledgment

<u>AFFIDAVIT</u> (Prime Bidder)

State of <u>New JAPSEY</u>)): SS County of <u>ESSEX</u>)

HAPSHAD PATEL being first duly sworn,

deposes and says:

That he is <u>frestDent</u> of the [a partner or officer of the firm of, ..etc.] of the party making the foregoing proposal or bid, and that -the <u>frestDent</u> of the party making [partners or officers of the firm of, etc.] 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.

sputer.

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 13^{TH} day of JANUARY 20 25 6

my commission expires 07/19/2027

JAGDISHKUMAR PATEL	
NOTARY PUBLIC	
State of New Jersey	
ID # 50201164	
My Commission Expires July 19, 2027	

FORM OF SUBCONTRACTOR CERTIFICATE

Inaccordance with N.J.S.A. 40A: II-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 proposal unresponsive and shall constitute a fatal defect that shall cause the bid to be rejected.

> AFFIDAVIT (Prime Bidder)

State of <u>New 3005</u> County of <u>ESSE</u>)

MARSHAD PATELbeing first duly sworn, deposes and says:That he is**PRESIDENT** (a partner or officer of the firm of, etc.) ofthe party making the foregoing proposal or bid, and that in preparing the foregoing proposal or bid has solicited and received price quotes for the following subcontracted work:

1. PLUMBJNG. GAS FITTING AND ALL KINDRED WORK

Name of Subcontractor: _____AA -____Address: ______Phone:

Phone: _____

N.J. License# (if applicable):

Name of Licensee (if applicable):

Scope of work for which price quote was submitted:_____

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

Name of Subcontractor:/	JIA-
Address:	. N
Phone:	
N.J. License# (if applicable):	
Name of Licensee (if applicable): Scope of work for which price quote was su	<u></u>
Scope of work for which price quote was su	bmitted:

3. ELECTRICAL WORK

	-NONG -	
Name of Subcontractor:		
Address:		
Phone:	-NA-	
N.J. License# (if applicable): _		
Name of Licensee (if applicable)	:	
Scope of work for which price qu	ote was submitted:	

4. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK

-NONG -
Name of Subcontractor:
Address:
Phone:
N.J. License# (if applicable):
Name of Licensee (if applicable): Scope of work for which price quote was submitted:
Scope of work for which price quote was submitted:

The bidder further states that, if awarded a contract for this project, the bidder shall award a contract to each of the above listed subcontractors.

Aparcitel.	
Signature of: 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 <u>1374</u> day of <u>JANUAR</u> 20 <u>25</u> .	× 1 · · ·
Any	and the second second states and s
Notary Public of the State	JAGDISHKUMAR PATEL NOTARY PUBLIC
of riew Jensey	State of New Jersey ID # 50201164
	MY Commission Expires July 19 2027

My commission expires JULY 19TH, 2027.

NOTE: Due to the nature of this bid, ordinarily, there will be no sub-contactors for this contract. However, this form is required by law and should be submitted, indicating "none" for each category for which there is no sub-contractor.

Previous Participation Certification

OMB Approval No 2502-0118

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

Table of Contents

(Claus	se	Page
	1.	Certificate of Independent Price Determination	1
	2. 3.	Contingent Fee Representation and Agreement Certification and Disclosure Regarding Payments	1
		to Influence Certain Federal Transactions	1
	4.	Organizational Conflicts of Interest Certification	2
	5.	Bidder's Certification of Eligibility	2
	6.	Minimum Bid Acceptance Period	2
	7.	Small, Minority, Women-Owned Business Concern Representation	2
	8.	Indian-Owned Economic Enterprise and Indian Organization Representation	2
	9.	Certification of Eligibility Under the Davis-Bacon Act	3
	10.	Certification of Nonsegregated Facilities	3
	11.	Clean Air and Water Certification	3
	12.	Previous Participation Certificate	3
	13.	Bidder's Signature	3

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)(I) 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)(I) through (a)(3) above.

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" $\hfild A$ 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, [4] is not a women-owned business enterprise. "Womenowned 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)

- [] Black Americans [] Asian Pacific Americans
- [] Hispanic Americans [] Asian Indian Americans
- [] Native Americans
- [] 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, []-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, [] is not included with the bid.

13. Bidder's Signature

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

(Signature an

PATEL MARSHAD (Typed or Printed Name)

BIDDER CERTIFICATION AND/OR ACKNOWLEDGEMENT OF THECOMI'LIANCE WITH NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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 Obe 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 undersigning bidder herby certifies and/or acknowledges as follows:

- 1. The term "Business Organization" means in 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 no 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 or will either (check one):

1/

Obtained a Business Registration Certificate from the State of New Jersey, Department of Treasury, and provided to the Authority a true copy of said Certificate; or

Obtained a Certificate of Registration for Individuals Contracting with Public Agencies for the State ofNew Jersey, Department of Treasury, and provided to the Authority 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 contractorprovides 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 1P.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 tiroe to tiroe during the course of the contract performance. A complete and accmate 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 tiroe a contract between the contractor and the Authority is executed.
 - (ii) No contract with a subcontractor described in (i) shall be entered into by any contractor under this contract with the Authority unless the subcontractor fust 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 the 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 pmsuant 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 conunon 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 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.

	MARUTI CONSTRUCTION LLC.
	Name of Bidder
Attested or Witnesses by:	
BHADRESH PATEL	3428 JOHN F. KENNENT BLUD
Balatel	<u>JAPSCY</u> CITT, NJ 07307 Address of Bidder
	By: <u>HAPSHAD</u> PATEL (print name)
Dated: 13TH JANUARY, 20 25	Signature of Bidder
·	PRESIDENT Title



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MARUTI CONSTRUCTION LLC
Trade Name:	
Address:	3428 JOHN F. KENNEDY BLVD JERSEY CITY, NJ 07307
Certificate Number:	2878126
Effective Date:	July 14, 2023
Date of Issuance:	July 25, 2023
For Office Use Only: 20230725170517806	

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	Finish date	4/1/2025	5/5/2025	8/20/2023	11/25/2023	3/28/2024	8/12/2024	9/1/2024	12/12/2024
	Start Date	11/18/2024	2/1/2025	7/20/2023	8/1/2023	12/25/2023	5/11/2024	7/11/2024	8/13/2024
	Prime / Sub	Prime	Prime	Prime	Subcontractor	Subcontractor	Prime	Prime	Subcontractor
RENCES	CONTRACT PRICE	161,552.00	111,100.00	113,000.00	\$. 37,000.00	145,000.00	96,000.00	38,800.00	42,000.00
STRUCTION LLC - WORK EXPERIENCE REFERENCES	Work Description	Exteriror GC Work , Demolition, Concrete Footings , Site Work, Paving & Resurfacing , Pavement Markings, Bleachers,Fence Work	Exteriror GC Work , renovation of the field house, bleacher pads, dugouts , exterior painting of the field house, exterior doors, masonry columns, concrete porch, and steps, replacing existing railings, painting, Concrete	Interior and Exteriror GC Work , Demolition, Cast In Place Concrete, Doors & Frames, Flooring , Tiles , Bathroom Renovation	Exterior GC Work, Demolition, Excavation,Cast In Place Concrete, Asphalt, Landscaping, Street Markings	Interior GC Work,, Waterproofing, Painting, Masonry Work, Flooring , \$ Tiles , Door & Frames	62 Stager Street, Nutley, NJ Waterproofing, Painting, Flooring 07110 Waterproofing, Painting, Flooring Frames	Exteriror GC Work , Demolition,Cast In Place Concrete, Asphalt Work, Block Work	Exteriror GC Work , Demolition, Cast In Place Concrete, Excavation, Site Work, Paving & Resurfacing
MARUTI CONSTRUCTION LLC - V	Project Address	100 Riveredge Road Tenafiy, NJ 07670	60 McAlpin Avenue,Mahopac,NY 10541	75 Gless Ave, Belleville, NJ 07109	Ewing Headquarters, Hamilton & Cherry Hill Maintenance Yards – Ewing & Hamilton, Mercer County & Cherry Hill,	109-55, 128th Street, Queens, NY 11420	62 Stager Street, Nutley, NJ 07110	20 Mapplewood Drive,Parsipanny,NJ 07054	215, 16th Street, Jersey City, NJ-07307
	Project Name	Municipal Field Beautification	Renovation of Field House, Bleacher and Dugouts at Mcdonough Park	Interior & Exterior renovation	Demolition, Asphalt Paving & Building Repairs	Bathroom Renovations	New Wall & Bathroom Renovation	Paving & Resurfacing	Site Work
2	Agency	Borough of Tenafly,NJ	Town Of Carmel	Private Industry	New Jersey City Local Agency	Success Academy Charter School, New York	Private Industry	Private Industry	City of Jersey City, NJ
	NAME OF OWNER/GC	Borough of Tenafly,NJ	Town Of Carmel	Parth Chavda	PMY Construction Corp.	RAJA CONTRACTORS INC.	REKHA PARIKH	Nilkanth Patel	CLS CONTRACTING CORP.

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, Maruti Construction LLC as Principal and Capitol Indemnity Corporation

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 (10% of the Principals Bid Amount Not to Exceed \$20,000,00) % of the bid. Ten Percent of the Principals Bid Amount Not to Exceed % of the bid. Twenty Thousand and 00/100 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 accompany bid, dated <u>January 10, 2025</u>, for APARTMENT TURNOVER HARDWOOD FLOORING AND REFINISHING

NOW THEREFORE, if the principal shall not withdraw said bid within the period of sixty (60) days after 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 time specified, if the Principal shall pay the Local Authority the difference between the amount specified in said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this <u>10th</u> day of <u>January, 2025</u>, 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)

(Address)

(Business Address)

____(Seal) (Individual Principal)

(Address)

ATTEST:

(Affix Corporate Seal) (Business Address)

Maruti Construction LLC (Corporate Principal)

3428 John F. Kennedy Blvd. (Business Address)

Jersey City, NJ 07307

By: <u>Harshadkumar Kiritbhai Patel</u>, President

Britelie Bhudsesh Padel Attest

Capitol Indemnity Corporation (Corporate Surety)

1600 Aspen Commons STE 300, Middleton, WI 53562

(Affix Corporate Seal)

Bv:

Jeffrey W. Price, Attorney-in-Fact

(Power of Attorney for person signing for Surety Company must be attached to bond.)

FORM OF CONSENT OF SURETY

In accordance with N.J.S.A. 40A: ll-22, provide the following information when submitting a bid. Failure to do so shall render a bidder's bid proposal unresponsive and 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 Maruti Construction LLC

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

Housing Authority of the City of Bayonne a surety bond for the financial performance of any and all provisions contained in the specifications and contract. The maximum amount that we will be surety for ______ is 100% of the Contract Amount

Capitol Indemnity Corporation

Surety Company of Agent Jeffrey W. Price, Attorney-in-Fact

Attest:

itaess - Marv Early

Withess - wary Early

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

Maruti Construction LLC Name of Bidder

sprete Bv:

Harshadkumar Kiritbhai Patel, President Title

IMPORANT: 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 BONS IN THE STATE OF NEW JERSEY AND APPROVED IN THE U.S. TREASURY CIRCULAR N0.570.

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATION (pursuant to N.J.S.A. 2A: 44-143)

Capitol Indemnity Corporation surety on the attached bond, hereby certifies the following:

- 1. The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking & Insurance.
- 2. The capital and surplus, as determined in accordance with the applicable laws of New Jersey, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2022:

Surety Company Capitol Indemnity Corporation Capital and Surplus \$187,225,344

which amounts have been certified as indicated by the certified public accountants, Ernst & Young LLP, 155 N. Upper Wacker Drive, Chicago, IL 60606, and are included in the Annual Statements on file with the New Jersey Department of Banking & Insurance, 20 West State Street, PO Box 325, Trenton, NJ 08625-0325.

- 3. Capitol Indemnity Corporation has a current rating from A.M. Best Company of A (Excellent).
- 4. Capitol Indemnity Corporation has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, the underwriting limitation per bond established therein on July 1, 2022 is \$24,413,000.
- 5. The amount of the bond to which this statement and certification is attached is

Ten Percent of the Principals Bid Amount Not to Exceed Twenty Thousand and 00/100 Dollars (10% of the Principals Bid Amount Not to Exceed \$20,000.00)

Certificate

I ______ Jeffrey W. Price ______ as _____ Attorney-In-Fact _____ for Capitol Indemnity Corporation (Name of Agent) a corporation admitted in New Jersey, DO HEREBY CERTIFY that, to the best of

my knowledge, the foregoing statements made by me are true and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.

(Signature of Certifying Agent)

Jeffrey W. Price, Attorney-In-Fact (Printed Name of Certifying Agent)

Attorney-In-Fact (Title of Certifying Agent)

January 10, 2025

(Date)

Surety Acknowledgment

State of <u>New York</u> } ss: County of Nassau }

On this <u>10th</u> day of <u>January</u>, 20<u>25</u>, before me personally came <u>Jeffrey W. Price</u> to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of <u>Capitol Indemnity Corporation</u> the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

office under the Standing Resolutions thereof.	$\langle n \rangle$
MARY PRICE	
My commission expires NOTARY PUBLIC, STATE OF NEW YORK	
Demetration NO. ULI ROOSCOOL	Notary Public
Qualified in Nassau County My Commission Expires March 4, 20	6
My Commission Expires manage	-

CAPITOL INDEMNITY CORPORATION BALANCE SHEET December 31, 2023

Admitted Assets

• •

Cash and invested assets:	\$	5,154,164
Bonds	Ŷ	114,118,774
Common stocks		484,402,361
Cash, cash equivalents and short-term investments		603,675,299
Total cash and invested assets		
Investment income due and accrued		29,140
Uncollected premiums and agents' balances in course of collection		35,768,377
Deferred premiums, agents' balances and installments booked but deferred and not yet due		4,151,829
Amounts recoverable from reinsurers		13,677,120
Other amounts receivable under reinsurance contracts		255,755
Current federal and foreign income tax recoverable and interest thereon		681,079
Net deferred tax asset		11,334,733
Electronic data processing equipment and software		481,282
Receivables from parent, subsidiaries and affiliates		16,209,560
Other admitted assets	_	154,230
Total admitted assets	\$	686,418,404
	=	
Liabilities and Surplus as Regards Policyholders		
Liabilities:		
Losses	\$	218,838,518
Reinsurance payable on paid losses and loss adjustment expenses		48,049,022
Loss adjustment expenses		38,485,753
Commissions payable, contingent commissions and other similar charges		957,246
Other expenses (excluding taxes, licenses and fees)		10,040,848
Taxes, licenses and fees (excluding federal and foreign income taxes)		31,750
Unearned premiums		81,594,127
Advance premium		20,323
Ceded reinsurance premiums payable (net of ceding commissions)		(11,517,144)
Amounts withheld or retained by company for account of others		8,584,213
Payable to parent, subsidiaries and affiliates		13,701,009
Other liabilities		758,376
Total liabilities		409,544,041
Total modules	_	
Surplus as regards policyholders:		
Common capital stock		4,201,416
Gross paid in and contributed surplus		103,923,753
Unassigned funds (surplus)	_	168,749,194
Surplus as regards policyholders	_	276,874,363
Total liabilities and capital and surplus	\$ _	686,418,404
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I, Adam L. Sills, CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2023, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

adar f

Adam L. Sills CEO & President



Lock Fields

CAPITOL INDEMNITY CORPORATION POWER OF ATTORNEY

CIC1960786

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

its true and lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

..... ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 ------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

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

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

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest: Ryan J. Byrnes

STATE OF WISCONSIN

COUNTY OF DANE

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Senior Vice President, Chief Financial Officer and Treasurer

Sunanna M Broadbant Suzanne M. Broadbent Assistant Secretary

S.S.:

SEA

CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr. Chief Executive Officer and President

Danial J. Ragele

David J. Regele Notary Public, Dane Co., WI

My Commission Is Permanent

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



STATE OF WISCONSIN COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this	10th day of	January	, 20 <u></u> .
	SEAL	Andrew B. I Senior Vice President, Gend	

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450. CIC-ePOA-M (Rev. 01-2020)