



ORIGINAL

**REPLACEMENTS OF FLAT ROOFS
AT KILL VAN KULL GARDENS (12-5)**

HOUSING AUTHORITY OF THE CITY OF BAYONNE, NJ

BID DOCUMENT SUBMISSION CHECKLIST

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

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

Required with
Submission of Bid
(Owner's checkmarks)

Initial Each Item as
Submitted with Bid
(Bidder's Initials)

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

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

Required with
Submission of Bid
(Owner's checkmarks)

Initial Each Item as
Submitted with Bid
(Bidder's Initials)

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

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

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

Name of Bidder:

Mak Group, LLC

By Authorized Representative:

Signature:



Printed Name and Title: Atanas Nakev- Managing Member

Date: 09/01/2026

FORM OF BID

**REPLACEMENTS OF FLAT ROOFS
AT KILL VAN KULL GARDENS (12-5)**

BIDDER'S NAME: Mak Group, LLC

ADDRESS: 82 Midland Ave. Suite D Saddle Brook, NJ 07663

TELEPHONE NO.: 973-341-2404

FACSIMILE NO.: _____

E-MAIL ADDRESS: pm@makgroupllc.us

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

ADDRESS: 549 Avenue A
Bayonne, NJ 07002

TELEPHONE NO.: (201) 339-8700

FACSIMILE NO.: (201) 339-1766

ATTENTION: Mr. John T. Mahon, Executive Director

Pursuant to and in accordance with your Advertisement for Bids for work at these Public Housing Sites, and in accordance with the Instructions for Bidder's relating thereto, the undersigned hereby agrees to furnish all plant, labor, materials, supplies, equipment, and other facilities necessary or proper for, or incidental to, or as required by the Drawings and Project Manual prepared by DAL DESIGN GROUP, 11 West 8th Street, Bayonne, New Jersey 07002 dated August 1, 2026, along with all other addenda issued and mailed to the undersigned prior to the date of opening of bids.

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

TOTAL LUMP SUM SINGLE CONTRACT BID:

For the sum of: Nine Hundred Eighty Seven Thousand Seven Hundred-

(Written Amount)		
Fifty Eight	dollars	\$ <u>987,758.00</u>
		(Numerals)

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

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

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

Addendum Number

Dated

In submitting this bid, I have attached the following:

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

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

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

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

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

Submitted by: Mak Group, LLC
Legal Name of Corporation

Address: 82 Midland Ave. Suite D Saddle Brook, NJ 07663

Telephone: 973-341-2404

Facsimile: _____

E-mail Address: pm@makgroupllc.us

Name of State of Incorporation: New Jersey

Signed by:  Atanas Nakev Title: Managing Member

Attest: _____ (Place Corporate Seal Here)

Date: 09/01/2026

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

Submitted by: _____
Legal Name of Firm or Partnership

Address: _____

Telephone: _____

Facsimile: _____

E-mail Address: _____

Name of State of Incorporation: _____

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

(Signature of Owner or Partner) Title: _____

Date: _____

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

<u>Mak Group, LLC</u>		<u>09/01/2026</u>
Name of Firm	Authorized Signature	Date

2. By submittal of a bid, Contractor represents that he has visited the Project Site(s) and has familiarized himself with the job conditions by means of inspection and examination of the work area.
3. Contractor shall provide 100% Insurance of Performance and Payment Bond, from a U. S. approved surety duly licensed in the State of New Jersey. If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the Performance or Payment Bonds, the Contractor shall, within five (5) days after notice from the Owner, substitute acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be acceptable to the Owner. The premiums on such bond(s) shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.
4. Contractor shall provide proof of complete comprehensive and liability insurance.
5. The Housing Authority will supply to the Contractor an area for storage of equipment and materials to be incorporated in the work of this Contract. The Contractor shall be responsible to supply security to the area or area designated.
6. The Housing Authority hereby represents that the conditions of the project Site at the time of the Bidder's inspection may be altered or changed. It is the responsibility of the Bidder to make himself aware of any changes in the job conditions.
7. In submitting this bid, the bidder understands that the right is reserved by the Housing Authority to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

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

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

18. This bid is accompanied by a certified check \$ _____, cashier's check \$ _____, or Bid Bond \$ 49,387.90, to 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 surety on bonds securing government contracts issued by the U. S. Treasury Circular No. 570, as published annually in the Federal Register.
19. CONTRACT PERIOD The work shall commence at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within (not to exceed) one hundred and eighty (180) consecutive calendar days thereafter.
20. LIQUIDATED DAMAGES As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for and shall pay to the Housing Authority the sums hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day, including weekends and holidays, of delay until the work is completed or accepted. Liquidated damages shall be in the amount of:

FIVE HUNDRED (\$500) DOLLARS PER CALENDAR DAY

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

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

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

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

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

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

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

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

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

Date: 09/01/2026


Signature

By: Atanas Nakev

Name

Official Address:

82 Midland Ave. Suite D Saddle Brook, NJ 07663

Title: Managing Member

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, _____
Mak Group, LLC _____ as Principal and Harco National Insurance Company _____
as SURETY are held and firmly bound unto the Housing Authority of the City of Bayonne,
hereinafter called the "Local Authority", in the penal sum of 5 % of the bid. Five Percent of the Total Amount Bid
_____ Dollars, lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal
has submitted the accompanying bid, dated 9/01/2026, for _____
Replacement of Flat Roofs at Kill Van Kull Gardens

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument
under their several seals this 1st day of September, 2026, 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:

(Individual Principal) (Seal)

(Address) (Business Address)

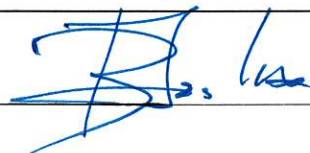
(Individual Principal) (Seal)

(Address) (Business Address)

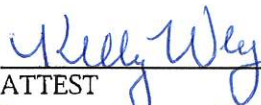
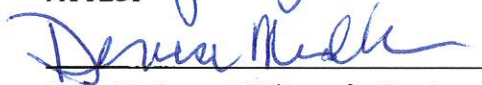
ATTEST:

(Affix Corporate Seal) Mak Group, LLC
(Corporate Principal)

82 Midland Ave
Saddle Brook, NJ 07663
(Business Address)

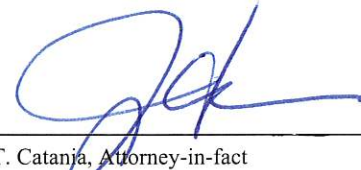
BY: 

Biljana Jovanoska - Member


ATTEST

Denise Medlar Witness for Surety

Harco National Insurance Company
(Corporate Surety)
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

(Affix Corporate Seal)

BY: 
Joseph T. Catania, Attorney-in-fact

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

POWER OF ATTORNEY

Bond # BID1643300588

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

DENISE A. MEDLAR, CAITLIN C. GAUGHAN, BRENT D. HEADLEY, ASHLEY GRATH, GEMMA B. FENDLER, MARY LAWRENCE, CHRISTOPHER J. RUCK, GINA M. SEMONELLE, JOSEPH T. CATANIA, CHRISTOPHER R. SMITH

Newark, DE

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 9/01/2026

B03707

Irene Martins, Assistant Secretary

FORM OF CONSENT OF SURETY

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

The undersigned hereby certify that they are the duly authorized agents of

Harco National Insurance Company

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

Mak Group, LLC

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 value

Harco National Insurance Company

Joseph T. Catania, Attorney-in-fact

ATTEST:

Denise Medlar
Denise Medlar Witness for Surety

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

Mak Group, LLC

Name of Bidder

82 Midland Ave

Saddle Brook, NJ 07663

By: Biljana Jvanoska

Biljana Jvanoska - Member
Title

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

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

DENISE A. MEDLAR, CAITLIN C. GAUGHAN, BRENT D. HEADLEY, ASHLEY GRATH, GEMMA B. FENDLER, MARY LAWRENCE, CHRISTOPHER J. RUCK, GINA M. SEMONELLE, JOSEPH T. CATANIA, CHRISTOPHER R. SMITH

Newark, DE

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 9/01/2026

B03707

Irene Martins, Assistant Secretary

ACKNOWLEDGEMENT BY SURETY

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 1st day of September, 2026, before me Mary L. Lawrence, a notary public in and for the County and State aforesaid, residing therein, duly commissioned and sworn, personally appeared Joseph T. Catania know to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



MARY L. LAWRENCE
NOTARY PUBLIC – STATE OF NEW JERSEY
Commission #50037749
My Commission Expires May 06, 2031

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE
pursuant to N.J.S.A. 2A:44-143
(for use when surety has a Certificate from the U.S. Department of the Treasury in accordance
with 31 U.S.C. s9305)

HARCO NATIONAL INSURANCE COMPANY surety on the attached bond hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirement of R.S. 17:17-6 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2025, which amounts have been certified by Johnson Lambert LLP, 4242 Six Forks Road, Suite 1500, Raleigh, NC 27609, and are included in the Annual Statement on file with the New Jersey Department of Banking and Insurance, 201 West State Street, Trenton, New Jersey.

HARCO NATIONAL INSURANCE COMPANY

POLICYHOLDERS' SURPLUS at December 31, 2025	1,214,397,663
DEDUCTIONS for investment in Subsidiary	79,378,741
POLICYHOLDERS' SURPLUS ALLOWED	1,135,018,922

- (3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C.s9305, the underwriting limitation established therein on August 1, 2026 is as follows:

HARCO NATIONAL INSURANCE COMPANY 113,502,000

- (4) The amount of the bond to which this statement and certification is attached is \$ 5% Bid Bond
- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

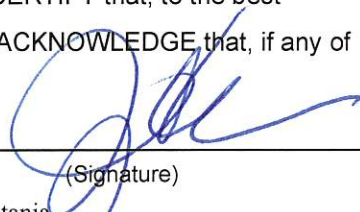
(a) The name and address of the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is: N/A

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

CERTIFICATE

(to be completed by an authorized certifying Agent or Attorney-in-Fact for each surety on the bond)

Joseph T. Catania, as **Attorney-in-Fact** for Harco National Insurance Company
an insurance company domiciled in the State of Illinois, 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 made by me are false, this bond is VOIDABLE.



(Signature)
Joseph T. Catania

(Printed Name)
Attorney-in-Fact

(Title)
9/01/2026

(Date)

HARCO NATIONAL INSURANCE COMPANY

1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS AT DECEMBER 31, 2025

ASSETS

Bonds (Amortized Value)	\$190,463,802
Stocks (Preferred Stocks)	12,219,973
Stocks (Common Stocks)	1,314,699,186
Cash, Bank Deposits & Short-Term Investments	117,085,365
Other Invested Assets	3,714,000
Unpaid Premiums & Assumed Balances	93,405,783
Deferred Premiums, Agents Balances & Installments booked	8,386,436
Reinsurance Recoverable from Reinsurers	47,226,955
Reinsurance - Funds Held by or deposited with reinsured companies ..	22,464,076
Current Federal & Foreign Income Tax Recoverable & Interest	8,095,166
Investment Income Due and Accrued	2,727,906
Receivables from Parent Subsidiaries & Affiliates	7,310,994
Other Assets	1,001,937
TOTAL ASSETS	<u>\$1,828,801,579</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$220,481,991
Reinsurance payable on paid losses & loss adjustment expense	6,897,981
Loss Adjustment Expenses	53,102,653
Commissions Payable, Contingent Commissions & Other Similar Charges	3,810,343
Other Expenses (Excluding Taxes, Licenses and Fees)	0
Taxes, Licenses & Fees (Excluding Federal Income Tax)	984,220
Current federal and foreign income taxes	0
Net Deferred Tax Liability	12,146,138
Unearned Premiums	161,650,739
Advance Premium	736,060
Ceded Reinsurance Premiums Payable	65,309,444
Funds held by Company under reinsurance treaties	30,977,229
Amounts Withheld by Company for Account of Others	46,204,657
Payable to Parent Subsidiaries & Affiliates	8,429,898
Other Liabilities	3,672,564
TOTAL LIABILITIES	<u>\$614,403,917</u>
Common Capital Stock	\$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	<u>540,115,824</u>
Surplus as Regards Policyholders	<u>\$1,214,397,662</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS ..	<u>\$1,828,801,579</u>

I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2025, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the
seal of the Company, this 9th day of March, 2026.
HARCO NATIONAL INSURANCE COMPANY

SIGNED AND SWORN to before me on this 10th day of March, 2026.

R. C. Smith





State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 02, 2026**

NAIC Company Code: **26433**

THIS IS TO CERTIFY THAT THE **HARCO NATIONAL INSURANCE COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2027, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

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

COMPANY NAME: HARCO NATIONAL INSURANCE COMPANY NAIC COMPANY CODE: 26433

STATUTORY HOME ADDRESS:
1701 GOLF ROAD, SUITE 1-600
ROLLING MEADOWS, IL 60008
SPECIAL CONDITIONS:



SUSAN OCHS
ACTING COMMISSIONER
BANKING AND INSURANCE

BIDDER'S STATEMENT OF OWNERSHIP

**REPLACEMENTS OF FLAT ROOFS
AT KILL VAN KULL GARDENS (12-5)**

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

PART I – If the bidder is a Corporation:

Name of Corporation Mak Group, LLC

State of Incorporation New Jersey Date of Incorporation 03/18/2008

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

<u>NAMES</u>	<u>ADDRESS</u>
<u>Atanas Nakev</u>	<u>9 Somerset Lane. Unit 222 Edgewater, NJ 07020</u>
<u>Biljana Jovanoska</u>	<u>1 Upper Saddle River Rd. Montvale, NJ 07645</u>

PART II – If the bidder is a Partnership:

Name of Partnership _____

County in which Certificate of Tradename is filed _____

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

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

PART III – If the bidder is a Sole Proprietorship:

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



Signature of person who completed Part I, II or III above

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

FORM OF SUBCONTRACTOR CERTIFICATE

**REPLACEMENTS OF FLAT ROOFS
AT KILL VAN KULL GARDENS (12-5)**

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

AFFIDAVIT
(Prime Bidder)

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

Atanas Nakev, being first duly sworn, deposes and
says as follows:

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

1. PLUMBING, GAS FITTING, AND ALL KINDRED WORK

Name of Subcontractor: N/A

Address: _____

Telephone No.: _____

Facsimile: _____

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

Name of Licensee (if applicable): _____

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

Scope of work for which price quote was submitted: _____

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

Name of Subcontractor: N/A

Address: _____

Telephone No.: _____

Facsimile: _____

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

Name of Licensee (if applicable): _____

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

Scope of work for which price quote was submitted: _____

3. ELECTRICAL WORK

Name of Subcontractor: N/A

Address: _____

Telephone No.: _____

Facsimile: _____

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

Name of Licensee (if applicable): _____

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

Scope of work for which price quote was submitted: _____

4. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK

Name of Subcontractor: N/A

Address: _____

Telephone No.: _____

Facsimile: _____

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

Name of Licensee (if applicable): _____

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

Scope of work for which price quote was submitted: _____

Signature of: Atanas Nakev



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 1st day of September, 2026.



Notary Public of the State of _____

KELLY L. WEY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50089350
My Commission Expires 9/13/2023

My commission expires _____, 20____.

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

**REPLACEMENTS OF FLAT ROOFS
AT KILL VAN KULL GARDENS (12-5)**

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

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

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

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

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

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

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

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

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

Mak Group, LLC

Name of Bidder

Attested or Witnessed by:

Kelly Way

82 Midland Ave. Suite D

Saddle Brook, NJ 07663

Address of Bidder

By: Atanas Nakev

(print name)

AN

Signature of Bidder

Dated: September 1, 2026

Managing Member

Title

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

**REPLACEMENTS OF FLAT ROOFS
AT KILL VAN KULL GARDENS (12-5)**

Housing Authority of the City of Bayonne

Replacements of Flat Roof at Kill Van Kull Gardens

(Name of Construction Project)

(Project or Bid Number)

In accordance with N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid. Moreover, you must provide the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

Title of Addendum/Revision

How Received

Date Received

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

Acknowledgement by Bidder:

Name of Bidder: Mak Group, LLC

By Authorized Representative:

Signature: 

Printed Name and Title: Atanas Nakev- Managing Member

Date: 09/01/2026

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner**US Department of Agriculture**
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects (See instructions)		For HUD HQ/FmHA use only	
Reason for submission: <u>Bid</u>		2. Project Name, Project Number, City and Zip Code Replacement of Flat Roofs at Kill Van Kull Gardens	
1. Agency name and City where the application is filed Housing Authority of City of Bayonne 549 Avenue A Bayonne, NJ 07002		5. Section of Act	
3. Loan or Contract amount \$		6. Type of Project (check one) ☐ Existing ☒ Rehabilitation ☐ Proposed (New)	
4. Number of Units or Beds		9. SSN or IRS Employer Number (TIN)	

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

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
- a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
- b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
- c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
- d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
- e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
- f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
- g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the controlling participants who propose to participate in this project are listed above.
4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.
- I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802).

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
			
This form prepared by (print name) <u>Atanas Nakov</u>		Area Code and Tel. No.	

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3 List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4 Status of loan (current, defaulted, assigned, foreclosed)	5 Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

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

Received and checked by me for accuracy and completeness, recommend approval or refer to Headquarters after checking appropriate box.		Tel No. and area code		☐ A. No adverse information; form HUD-2530 approval recommended ☐ C. Disclosure or Certification problem	
Staff	Date (mm/dd/yyyy)	Processing and Control	☐ B. Name match in system ☐ D. Other (attach memorandum)		
Signature of authorized reviewer	Signature of authorized reviewer		Approved		Date (mm/dd/yyyy)
				☐ Yes ☐ No	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments 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)(1) through (a)(3) above; or

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

Atanas Nakev

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] 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, [X] is not listed on the Environmental Protection Agency List of Violating Facilities:

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

[X] is, [] is not included with the bid.

13. Bidder's Signature

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


(Signature and Date)

09/01/2026

Atanas Nakev
(Typed or Printed Name)

Managing Member
(Title)

Mak Group, LLC
(Company Name)

82 Midland Ave. Suite D Saddle Brook, NJ 07663
(Company Address)

Form of Non-Collusive Affidavit
REPLACEMENTS OF FLAT ROOFS
AT KILL VAN KULL GARDENS (12-5)

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

State of New Jersey)
) :SS
Count of Bergen)

Atanas Nakev, being first duly sworn, deposes and says:

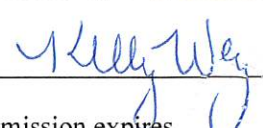
That he is Managing Member the
[a partner or officer of the firm of, etc.]

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:
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 1st day of September, 2026.



My commission expires 9/13/2023

KELLY L. WEY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50069350
My Commission Expires 9/13/2023

**REPLACEMENTS OF FLAT ROOFS
AT KILL VAN KULL GARDENS (12-5)**

HOUSING AUTHORITY OF THE CITY OF BAYONNE, NJ

BIDDER'S AFFIDAVIT

(This Affidavit is part of the Proposal)

STATE OF NEW JERSEY)

COUNTY OF Bergen) :SS
(Fill In)

Atanas Nakev being duly sworn, deposes

and says that he resides at 9 Somerset Lane. Unit 222 Edgewater, NJ 07020

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

Subscribed and sworn to before me

at Prinicpal Office

on this 1st day of September, 2026.



Signature of Bidder (Seal)



[Notary Public] **KELLY L. WEY**
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50089350
My Commission Expires 9/13/2028

My commission expires _____

QUALIFICATION QUESTIONNAIRE

**REPLACEMENTS OF FLAT ROOFS
AT KILL VAN KULL GARDENS (12-5)**

THE HOUSING AUTHORITY OF THE CITY OF BAYONNE

BID FOR: Above mentioned project and owner

NAME OF BIDDER: Mak Group, LLC

ADDRESS: 82 Midland Ave. Suite D Saddle Brook, NJ 07663

REQUIREMENTS FOR SUBMITTED PROPOSALS IF QUALIFIED:

1. Each proposal must be accompanied by a Certificate of Surety of a surety company qualified to do business in the State of New Jersey, who shall at the time of submitting such proposal qualify as to its or their responsibility for the full amount of such proposal; and he will post a performance bond for the full amount of the contract pursuant to law if he is the successful bidder. Also accompanying each said proposal there must be a Certified Check or Bid Bond in an amount equal to Five percent (5 %) (not to exceed _____) of the total proposal price.
2. It shall be necessary for the bidder to present evidence that he is the general contractor and can submit a suitable record of satisfactorily completing similar projects. In addition to the above, he shall submit evidence that his company has the necessary equipment to carry out this type of operation.

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

18 years

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

See Attached Equipment List

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

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

18 years

- e. If a corporation, answer the following:

E.1 - Date of Incorporation 03/18/2008

E.2 - State of Incorporation New Jersey

E.3 - ~~President~~'s name(s) Atanas Nakev- Managing Member

E.4 - ~~Vice President~~'s name(s) Biljana Jovanoska- Member

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

F.1 - Date of Organization _____

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

- g. We normally perform 90 % of the work with our own forces. General character of work performed by our company.

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

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

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

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

- l. In what manner have you inspected the proposed project: Explain in detail:
Thorough review of plans and specifications and drawings.

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

- n. Do you intend to subcontract any portion of the work? No If so, state which portion is to be subcontracted.

- o. Have you made contracts or received firm offers for all materials within price use in preparing your proposal? Yes (It is not necessary to list names of dealers or manufacturers.)
- p. Give trade references:
See Attached Trade References

- q. Give bank references:
See Attached Bank Reference

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

See Attached Financial Statement for answers to questions below.

ASSETS

Cash on Hand \$ _____

Cash in Bank & Name of Said Bank \$ _____

Accounts Receivable from Completed Contracts \$ _____

Real Estate Used for Business Purposes \$ _____

Material in Stock \$ _____

Equipment Book Value \$ _____

Furniture and Fixtures \$ _____

Other Assets \$ _____

TOTAL ASSETS \$ _____

LIABILITIES

Notes Payable to Bank \$ _____

Notes Payable for Equipment Obligations \$ _____

Notes Payable for Other Obligations \$ _____

Accounts Payable \$ _____

Other Liabilities \$ _____

TOTAL LIABILITIES \$ _____

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

Dated at Prinicpal Office this 1st day of September, 2026.

Mak Group, LLC

(Name of Bidder)

By: 

Title: Atanas Nakev- Managing Member

State of New Jersey

County of Bergen

Atanas Nakev being duly sworn, deposes and says that he/she

is the Managing Member of Mak Group, LLC
(Name of Organization)

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

Subscribed and sworn to before me this 1st day of September, 2026.


(Notary Public)

KELLY L. WEY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 60089360
My Commission Expires 9/13/2028

My commission expires _____.

STATUS OF CONTRACTS ON HAND

See Attached Current Project List

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

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

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

STATEMENT OF COMPLIANCE

**REPLACEMENTS OF FLAT ROOFS
AT KILL VAN KULL GARDENS (12-5)**

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



Signature

Atanas Nakev- Managing Member

Title

AFFIRMATIVE ACTION AFFIDAVIT
REPLACEMENTS OF FLAT ROOFS
AT KILL VAN KULL GARDENS (12-5)

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

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

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

The undersigned hereby states, have fully read and agrees to comply with the above, and is familiar with the regulations described therein and will furnish further information if requested by the Authority confirming the compliance with the above stated regulations. I am also aware that if the firm of Mak Group 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 Mak Group LLC may be debarred from all public contracts for a period of up to five (5) years.



(Signature)

September 1, 2026

Managing Member

Title (Sole Proprietor, General Partner or
Corporate Officer)

Subscribed and sworn to before me

this 1st day of September, 2026



My commission expires _____

KELLY L. WEY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50089350
My Commission Expires 9/13/2028

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

REPLACEMENTS OF FLAT ROOFS
AT KILL VAN KULL GARDENS (12-5)

AFFIDAVIT
(Prime Bidder)

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

Atanas Nakev, being first duly sworn, deposes and says:

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

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

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

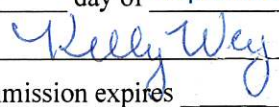
Name of Bidder: Mak Group, LLC

Printed Name and Title: Atanas Nakev- Managing Member



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 1st day of September, 2026.


My commission expires _____

KELLY L. WEY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50089350
My Commission Expires 9/13/2028

Form of Site Inspection
REPLACEMENTS OF FLAT ROOFS
AT KILL VAN KULL GARDENS (12-5)

AFFIDAVIT
(Prime Bidder)

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

Atanas Nakev, being first duly sworn, deposes and says:

That he is Managing Member of the
[a partner or officer of the firm of, etc.]

party making the foregoing proposal or bid, and that the above captioned locations were inspected
by Mak Group, LLC, estimator, in an effort to arrive at the
[name of firm]
enclosed bid proposal amount.



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 1st day of September, 2026.

Kelly Wey
My commission expires _____
KELLY L. WEY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50089350
My Commission Expires 9/13/2028

Form of Voluntary Act and Deed Acknowledgement

REPLACEMENTS OF FLAT ROOFS
AT KILL VAN KULL GARDENS (12-5)

AFFIDAVIT
(Prime Bidder)

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

Atanas Nakev, being first duly sworn, deposes and says:

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

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

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

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

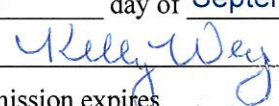


Signature of:
Bidder, if the bidder is an Individual;
Partner, if the bidder is a Partnership;
Officer, if the bidder is a Corporation ✓

Subscribed and sworn to before me

This 1st day of September, 2026.

My commission expires _____


KELLY L. WEY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50089360
My Commission Expires 9/13/2028

Certificate Number
665143

Registration Date: 08/06/2026
Expiration Date: 08/05/2028



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):

Biljana Jovanoska, Member

Responsible Representative(s):

Atanas Nakev, Managing Member

2026
MAK Group LLC

Kevin D. Jarvis, Acting Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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

11/08/25

Taxpayer Identification# 262-181-490/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252	
TAXPAYER NAME:	TRADE NAME:	SEQUENCE NUMBER:	ISSUANCE DATE:
MAK GROUP LIMITED LIABILITY COMPANY		1396755	11/08/25
ADDRESS:			
82 MIDLAND AVE SUITE D SADDLE BROOK NJ 07663			
EFFECTIVE DATE:			
03/18/08			
N.J. DIVISION OF TAXATION Director New Jersey Division of Revenue			
FORM 200			



Completed Projects

Owner: Bergen Community College
400 Paramus Rd.
Paramus, NJ
Robert Coane - rcoane@bergen.edu

Construction Manager: **No CM on this Project**

Architect: **RSC Architects**
Rick Parrish- rparrish@rscarchitects.com

Name of contract: Ender Hall Roof Replacement

Location of contract: 400 Paramus Rd. Paramus, NJ

Contract: \$ 256,758.00

Estimated Date of Completion: 01/31/2026

Roof Manufacturer: SR Products – Peter Debuono – 201-230-1106

Owner: Verona Township
600 Bloomfield Ave.
Verona, NJ

Construction Manager: **No CM on this Project**

Architect: **Solutions Architecture**
Leutrim Mustafa- leutrimm@solutions-arch.com

Name of contract: Verona Township Roof Replacement

Location of contract: 880 Bloomfield Ave. Verona, NJ

Contract: \$ 788,032.00

Estimated Date of Completion: 01/31/2026

Roof Manufacturer: GAF- Thomas Kelley

Owner: Westchester Community College
75 Grassland Rd.
Valhalla, NY 10595

Construction Manager: No CM on this Project

Architect: H2M Architects & Engineers

Name of contract: Phase V Roof Replacements- Academic Arts, Science and Library Buildings

Location of contract: 75 Grasslands Rd. Valhalla, NY 10595

Contract: \$2,375,758.00

Date of Completion: 12/20/2025

Roof Manufacturer: Versico



Vin Mistretta – (732)-241-4667- vmistretta@eastcoastroof.net

Owner: Randolph Township Board of Education
25 School House Road
Randolph NJ 07869
Kyle Bleeker: kbleeker@rtnj.org

Construction Manager: **No CM on this Project**

Architect: Parette Somjen Architects LLC-Kymani Gray
[Kymani Gray-kgray@planetpsa.com](mailto:Kymani.Gray@planetpsa.com)

Name of contract: Roof Replacement @ Ironia Elementary School

Location of contract: 303 Dover Chester Road , Randolph NJ 07869

Contract: \$3,237,758.00

Date of Completion: 12/15/2025

Roof Manufacturer: Garland Company, Harry Comfort: (973)-244-3069 - hcomfort@garlandco.com

Owner: Randolph Township Board of Education
25 School House Road
Randolph NJ 07869
Kyle Bleeker: kbleeker@rtnj.org

Construction Manager: **No CM on this Project**

Architect: Parette Somjen Architects, LLC-
[Kymani Gray-kgray@planetpsa.com](mailto:Kymani.Gray@planetpsa.com)

Name of contract: Roof Replacement @ Shongum Elementary School

Location of contract: 9 Arrow Place, Randolph, NJ 07869

Contract: \$2,498,758.00

Date of Completion: 12/15/2025

Roof Manufacturer: Garland Company, Harry Comfort: (973)-244-3069 - hcomfort@garlandco.com

Owner: City of Newark Department of Water and Sewer Utilities
920 Broad St. Rm B-31F Newark, NJ 07102
Sandra Currais-973-256-4965- curraiss@ci.newark.nj.us

Construction Manager: **No CM on this Project**

Architect: PCI Professional Consulting, Inc- Gary Baumann- 973-683-0044

Name of contract: Roof Replacement at the Pequannock Water Pretreatment Building, The Meadowlands Storm Water Pumping Station and The Wayne Pumping Stations 1 &2 – Contact 07-WS2024

Location of contract: Various Locations



Contract: \$839,758.00
Estimated Date of Completion: 11/2025
Roof Manufacturer: GAF
Louis Valenti – (201)-509-2182- louis.valenti@gaf.com

Owner: Montvale Board of Education
47 Spring Valley Rd.
Montvale, NJ 07645
Andrea Wasserman- awasserman@montvalek8.org

Construction Manager: Epic Management -
Architect: FKA Architects
Name of contract: Montvale Memorial School Partial Roof Replacement
Location of contract: 53 West Grand Ave. Montvale, NJ 07645
Contract: \$1,084,758.00
Roof Manufacturer: Garland-Harry Comfort-(973)-244-3069, hcomfort@garlandco.com
estimated Date of Completion: 08/2025

Owner: White Township Consolidated School District
565 County Route 519
Belvidere, NJ 07823
Lori Tirone
Construction Manager: NO CM on this Project
Architect: Parette Somjen Architects, LLC
Name of contract: Partial Roof Replacement Roof B at White Twp Consolidate School
Location of contract: 565 County Rd. 519 Belvidere, NJ 07823
Contract: \$889,758.00
Estimated Date of Completion: 09/30/2025
Roof Manufacturer: Garland Company-Harry Comfort: (973)-244-3069- hcomfort@garlandco.com

Owner: Irvington Township Housing Authority
101- A Union Ave.
Irvington, NJ 07111
Tisha Barnes - TBarnes@ihanj.org
Construction Manager: No CM on this Project
Architect: Clark Caton Hintz – Patrick Orem – (609)-883-8383 ext 333
Name of contract: Roof Replacement 81 Union Ave.
Location of contract: 81 Union Ave. Irvington, NJ 07111



Contract: \$594,758.00
Date of Completion: 07/31/2025
Roof Manufacturer: Elevate
Sal Arnone- (908)-380-4193- Sarnone@roofingspec.com

Owner: Borough of Highland Park
221 South 5th Ave. Highland Park, NJ 08904
Michael Bobish- 732-819-3782- mbobish@hpplnj.org
Construction Manager: **No CM on this Project**
Architect: Arcari & Iovino Architects-
Ralph Justo- 201-641-0600 - rjusto@aiarchs.com
Name of contract: Highland Park Public Library Roof Replacement
Location of contract: 31 N. 5th Ave. Highland Park, NJ 08904
Contract: \$368,758.00
Date of Completion: 11/2024
Roof Manufacturer: GAF
Louis Valenti – (201)-509-2182- louis.valenti@gaf.com

Owner: Oradell Board of Education
350 Prospect Ave. Oradell, NJ 07649
Peter Iappelli- iappellip@oradellschool.org
Construction Manager: **No CM on this Project**
Architect: LAN Associates-
David Pereira – 201-477-6400 -david.pereira@lanassociates.com
Name of contract: Contract #16- Partial Roof Replacement at Oradell PS
Location of contract: 350 Prospect Ave. Oradell, NJ 07649
Contract: \$486,558.00
Date of Completion: 11/2024
Roof Manufacturer: Garland Company
Soren Pederson- (908)-812-6971- spedersen@garlandco.com

Owner: Phillipsburg Board of Education
50 Sargent Ave. Phillipsburg, NJ 08865
Staci Horne- (908)-454-3400 x1100- horne.staci@pburgsd.net
Construction Manager: **No CM on this Project**
Architect: *Juliano Architects*
Paul Juliano- (908)-343-9500 - paul@julianoarchitects.com
Name of contract: Phillipsburg Early Childhood Learning Center Roof Replacement



Location of contract: 459 Center St. Phillipsburg, NJ 08865
Contract: \$2,769,758.00
Date of Completion: 10/2024
Roof Manufacturer: Garland Company
Harry Comfort- (973)-244-3069- hcomfort@garlandco.com

Owner: Harding Township Board of Education
34 Lee's Hill Rd. New Vernon, NJ 07976
Dr. Matthew Spelker- 973-267-6398- mspelker@hardingtwp.org

Construction Manager: *No CM on this Project*
Architect: Parette Somjen Architects
Hannah Calabrese- 973-586-2400 x283 - hcalabrese@planetpsa.com

Name of contract: Roof Replacement at Harding Elementary School
Location of contract: 34 Lee's Hill Rd. New Vernon, NJ 07976
Contract: \$1,074,758.00
Date of Completion: 09/2024
Roof Manufacturer: Garland Company
Harry Comfort- (973)-244-3069- hcomfort@garlandco.com

Owner: Montclair Board of Education
22 Valley Rd. Montclair, NJ 07042
Christina Hunt- (973)-509-4000- chunt@montclair.k12.nj.us

Construction Manager: *Legacy Construction Management, Inc*
Conor O'Brien- (908)-413-3259 – cobrien@legacyminc.com

Architect: *Parette Somjen Architects*
William Ross- 973-586-2400- wross@planetpsa.com

Name of contract: Roof Replacement & Renovation at Glenfield Middle School
Location of contract: 25 Maple Ave. Montclair, NJ 07042
Contract: \$987,758.00
Date of Completion: 10/2024
Roof Manufacturer: Garland Company
Harry Comfort- (973)-244-3069- hcomfort@garlandco.com

Owner: Morris County
10 Court St. Morristown, NJ 07960
David Endly – (973)-285-2895- dendly@co.morris.nj.us

Construction Manager: *No CM on this Project*
Architect: Herbst Musciano, LLC



Name of contract: Gary Musciano- (973)-538-3815
Location of contract: Roof Repair at Morris View Healthcare Center
Contract: 540 West Hanover Ave. Morristown, NJ 07960
Contract: \$1,251,039.96
Estimated Date of Completion: 09/2024
Roof Manufacturer: Firestone
Mike Henry- (973)-723-6134- mhenry@roofingspec.com

Owner: Morris County
10 Court St. Morristown, NJ 07960
David Endly – (973)-285-2895- dendly@co.morris.nj.us
Construction Manager: *No CM on this Project*
Architect: Fox Architectural Design PC- Frederick Wawra- (973)-970-9355 x 11
Name of contract: Morris County Public Safety Training Academy Roof Replacement
Location of contract: 500 West Hanover Ave. Morristown, NJ 07960
Contract: \$1,057,758.00
Date of Completion: 09/2024
Roof Manufacturer: Garland Company
Harry Comfort- (973)-244-3069- hcomfort@garlandco.com

Owner: Verona Board of Education
151 Fairview Ave. Verona, NJ 07044
Ernie Turner- (973)-571-2029- ernie.turner@usa.net
Construction Manager: Legacy Construction Management, Inc
Conor O'Brien- (908)-413-3259 – cobrien@legacyminc.com
Architect: AECOM
Bethany Brennan – (973)-998-1216- Bethany.brennan@aecom.com
Name of contract: Verona 4 Schools and High School
Location of contract: Various School Locations in Verona, NJ
Contract: \$1,912,416.00
Date of Completion: 10/01/2020
Roof Manufacturer: Tremco
Jeffrey Dorfler- (908)-616-6437- JDorfler@tremcoinc.com

Owner: Somers Central School District
240 Route 202 Somers, NY 10589
Kenneth Crowley- (914)-277-2410- kcrowley@somersschools.org



Construction Manager: *Triton Construction Company*
John Hansen- (516)-427-3160- jhansen@tritonconstruction.net
Architect: *H2M Architects + Engineers*
Michael Lantier- (631)-756-8000- mlantier@h2m.com
Name of contract: *Roof Upgrades to Somers Middle School*
Location of contract: *250 Rt 202 Somers, NY 10589*
Contract: *\$ 773,758.00*
Date of Completion: *09/22/2020*
Roof Manufacturer: *Versico*
Vin Mistretta – (732)-241-4667- vmistretta@eastcoastroof.net

Owner: *Clarkstown Central School District*
62 Old Middletown Rd. New City, NY 10956
Anthony Valenti- (845)-639-6434- avalenti@ccsd.edu
Construction Manager: *Savin Engineers P.C.*
Oscar Hinkle- (914)-490-0269- ohinkle@savinengineers.com
Architect: *CS Arch Architect & Mep Engineer*
Robert Lafayette- (845)-561-3179- rlafayette@csarchpc.com
Name of contract: *Clarkstown Central School District GC-01- Roof Replacements*
Location of contract: *31 Demarest Mill Rd. West Nyack, NY 10994*
Contract: *\$3,295,758.00*
Date of Completion: *10/11/2019*
Roof Manufacturer: *Versico*
Vin Mistretta – (732)-241-4667- vmistretta@eastcoastroof.net



Currently Open Projects

Owner: Bergen Community College
400 Paramus Rd.
Paramus, NJ
Robert Coane - rcoane@bergen.edu

Construction Manager: **No CM on this Project**

Architect: **RSC Architects**
Rick Parrish- rparrish@rscarchitects.com

Name of contract: Library Wing Roof Replacement

Location of contract: 400 Paramus Rd. Paramus, NJ

Contract: \$1,367,336.00

Estimated Date of Completion: 08/31/2026

Roof Manufacturer: SR Products – Peter Dibuono – 201-230-1106

Owner: Piscataway Township Board of Education
1515 Stelton Rd.
Piscataway, NJ 08854

Construction Manager: **No CM on this Project**

Architect: **Spiezele Architectural Group, Inc.**
Leutrim Mustafa- leutrimm@solutions-arch.com

Name of contract: Roof Replacement at Quibbletown Middle School

Location of contract: 99 Academy St. Piscataway, NJ 08854

Contract: \$2,579,758.00

Estimated Date of Completion: 08/31/2026

Roof Manufacturer: GAF- Thomas Kelley

Owner: UniMak, LLC
82 Midland Ave Suite D
Saddle Brook, NJ 07663

Construction Manager: **Arris Contracting Company, Inc**

Architect: **CPL Architects**

Name of contract: Brookside ES – 2023 Classroom Addition

Location of contract: **30 Ryder Rd. Ossining, NY 10562**

Contract: \$297,000.00

Estimated Date of Completion: 06/15/2026

Roof Manufacturer: Carlise



Owner: UniMak, LLC
82 Midland Ave Suite D
Saddle Brook, NJ 07663

Construction Manager: Triton Construction
Architect: H2M Architects

Name of contract: White Plains HS Addition
Location of contract: 550 North St. White Plains, NY
Contract: \$663,000.00
Estimated Date of Completion: 06/15/2026
Roof Manufacturer: Versico

Owner: Summit Board of Education
14 Beekman Terrace
Summit, NJ 07901

Construction Manager: NO CM on this Project
Architect: EI associates
Name of contract: Roof Replacement at LCJ Summit Middle School
Location of contract: 272 Morris Ave. Summit, NJ 07901
Contract: \$3,785,758.00
Estimated Date of Completion: 08/30/2026
Roof Manufacturer:

Owner: Hopewell Valley Regional School District
425 South Main St.
Pennington, NJ 08534

Construction Manager: NO CM on this Project
Architect: Fraytak Veisz Hopkind Duthie P.C.
Name of contract: Partial Roof Replacements at Hopewell Valley Central High School and
Stony Brook Elementary School
Location of contract: 259 Pennington-Titusville Road, Pennington, NJ 08534
20 Stephenson Road, Pennington, NJ 08534
Contract: \$1,917,758.00
Estimated Date of Completion: 08/30/2026
Roof Manufacturer:

**MAK GROUP, LLC
FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
WITH INDEPENDENT ACCOUNTANT'S REVIEW REPORT
DECEMBER 31, 2025 AND 2024**



**GITTELMAN
& company, p.c.**

• CERTIFIED PUBLIC ACCOUNTANTS
• MANAGEMENT CONSULTANTS

MAK GROUP, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

INDEX

	<u>PAGE</u>
Independent Accountant's Review Report	1
Financial Statements:	
Balance Sheets	2
Statements of Income	3
Statements of Changes in Members' Equity	4
Statements of Cash Flows	5
Notes to Financial Statements	6 - 11
Supplementary Information:	
Costs of Revenues Earned	12
General and Administrative Expenses	13
Contracts in Progress	14 - 15
Completed Contracts	16 - 17
Accounts Receivable Aging Summary	18





GITTELMAN & company, p.c.

- CERTIFIED PUBLIC ACCOUNTANTS
- MANAGEMENT CONSULTANTS

"Tomorrow's knowledge today"

300 Colfax Avenue
Clifton, NJ 07013
correspondence:
P.O. Box 2369
Clifton, NJ 07015-2369

(973) 778-8885
(212) 477-3555
Fax (973) 778-0140
E-mail: info@gittco.com
[www: http://www.gittco.com](http://www.gittco.com)
NYC by appointment

Independent Accountant's Review Report

To the Members
MAK Group, LLC
Saddle Brook, New Jersey

We have reviewed the accompanying financial statements of MAK Group, LLC (a New Jersey Limited Liability Company), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountant's Responsibility

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

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

Accountant's Conclusion

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

Other Matter - Supplementary Information

The accompanying supplementary information included in pages 12-18 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our reviews of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and, do not express an opinion on such information.

Gittelman + Company, P.C.

GITTELMAN & COMPANY, P.C.

Clifton, New Jersey
February 13, 2026

MAK GROUP, LLC
BALANCE SHEETS
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
DECEMBER 31, 2025 AND 2024

ASSETS

	<u>2025</u>	<u>2024</u>
<u>CURRENT ASSETS</u>		
Cash and Cash Equivalents	\$ 4,499	\$ 219,449
Contracts Receivable	1,799,366	1,353,675
Contract Assets	263,681	182,463
Prepaid Expenses	740	-
Employee Advances	4,171	46,518
Total Current Assets	<u>2,072,457</u>	<u>1,802,105</u>
<u>PROPERTY AND EQUIPMENT</u>		
Machinery and Equipment	123,278	57,750
Computer and Office Equipment	2,340	2,340
Transportation Equipment	<u>130,083</u>	<u>130,083</u>
	255,701	190,173
Less: Accumulated Depreciation	<u>(188,128)</u>	<u>(175,844)</u>
Property and Equipment, Net	<u>67,573</u>	<u>14,329</u>
TOTAL ASSETS	<u>\$ 2,140,030</u>	<u>\$ 1,816,434</u>

LIABILITIES AND MEMBERS' EQUITY

<u>CURRENT LIABILITIES</u>		
Accounts Payable	\$ 586,963	\$ 156,924
Bank Lines of Credit	100,000	466,967
Loan Payable	80,000	-
Current Maturities of Long-Term Debt	<u>7,963</u>	<u>7,513</u>
Total Current Liabilities	<u>774,926</u>	<u>631,404</u>
Long-Term Debt, less Current Portion	<u>11,364</u>	<u>19,327</u>
Total Liabilities	<u>786,290</u>	<u>650,731</u>
<u>MEMBERS' EQUITY</u>		
Members' Equity	<u>1,353,740</u>	<u>1,165,703</u>
Total Members' Equity	<u>1,353,740</u>	<u>1,165,703</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>\$ 2,140,030</u>	<u>\$ 1,816,434</u>

See accompanying notes.



MAK GROUP, LLC
STATEMENTS OF INCOME
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
 YEARS ENDED DECEMBER 31, 2025 AND 2024

	<u>2025</u>	<u>2024</u>
Contract Revenues Earned	\$ 12,346,839	\$ 7,990,047
Cost of Revenues Earned, including Depreciation of \$12,284 and \$9,552, respectively	<u>11,086,113</u>	<u>7,438,825</u>
	1,260,726	551,222
General and Administrative Expenses	<u>928,654</u>	<u>340,130</u>
Income from Operations	<u>332,071</u>	<u>211,092</u>
<u>Other Expense</u>		
Interest Expense	<u>(38,034)</u>	<u>(81,533)</u>
Total Other Expenses	<u>(38,034)</u>	<u>(81,533)</u>
Income Before Income Taxes	294,037	129,559
Provision for State Income Taxes	<u>6,000</u>	<u>-</u>
Net Income	<u>\$ 288,037</u>	<u>\$ 129,559</u>

See accompanying notes.



MAK GROUP, LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
 YEARS ENDED DECEMBER 31, 2025 AND 2024

	<u>2025</u>	<u>2024</u>
Members' Equity, January 1	\$ 1,165,703	\$ 1,142,871
Net Income	288,037	129,559
Members' Distributions	<u>(100,000)</u>	<u>(106,727)</u>
Members' Equity, December 31	<u>\$ 1,353,740</u>	<u>\$ 1,165,703</u>

See accompanying notes.



MAK GROUP, LLC
STATEMENTS OF CASH FLOWS
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
YEARS ENDED DECEMBER 31, 2025 AND 2024

	<u>2025</u>	<u>2024</u>
<u>Cash Flows from Operating Activities:</u>		
Net Income	\$ 288,037	\$ 129,559
Adjustments to Reconcile Net Income to Net Cash Provided By Operating Activities:		
Depreciation	12,284	9,552
<u>Changes in Assets and Liabilities:</u>		
Contracts Receivable	(445,691)	537,344
Contract Assets	(81,218)	(154,386)
Prepaid Expenses	(740)	-
Employee Advances	42,347	(2,000)
Accounts Payable and Accrued Expenses	430,039	(350,561)
Net Cash Provided By Operating Activities	<u>245,058</u>	<u>169,508</u>
<u>Cash Flows from Investing Activities:</u>		
Purchase of Equipment	(65,528)	-
Net Cash Used By Investing Activities	<u>(65,528)</u>	<u>-</u>
<u>Cash Flows from Financing Activities:</u>		
Payments on Long-Term Debt	(7,513)	(7,087)
Repayments on Bank Line of Credit	(366,967)	(31,288)
Loan Payable	80,000	-
Members' Distributions	(100,000)	(106,727)
Net Cash Used By Financing Activities	<u>(394,480)</u>	<u>(145,102)</u>
Net Change in Cash and Cash Equivalents	<u>(214,950)</u>	<u>24,406</u>
Cash and Cash Equivalent at Beginning of Year	<u>219,449</u>	<u>195,043</u>
Cash and Cash Equivalents at End of Year	<u>\$ 4,499</u>	<u>\$ 219,449</u>
Supplemental Disclosures of Cash Flow Information:		
Cash Paid During the Years for:		
Interest	\$ 38,034	\$ 81,533
Taxes	6,000	-

See accompanying notes.



MAK GROUP, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

The Company's business activity involves roof installations and replacements for commercial, governmental and industrial renovation projects. Projects are primarily located in the Northern New Jersey area. The work is performed under fixed-price contracts. The length of the contracts are typically one to two years. Operations commenced in 2008. The Company was established as an LLC under the statutes of the State of New Jersey.

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expense. Actual results could vary from the estimates that were used.

The Company, as condition for entering into contracts, obtains surety bonds. As of December 31, 2025 and 2024 there were \$2,866,631 and \$1,912,500 surety bonds outstanding, respectively. The bonds are collateralized by contract receivables and the personal guaranty of the members of the Company.

CASH EQUIVALENTS

For the purposes of the statement of cash flows, the Company considers all highly liquid debt instruments with a maturity of three months or less to be cash equivalents.

CONTRACT RECEIVABLES

Contract receivables are recorded when invoices are issued and are presented in the balance sheet net of allowance for doubtful accounts. Based on management's assessment of the credit history with customers having outstanding balances and current relationships with them, it has concluded that realization of losses on balances outstanding at year end will be immaterial. Contract receivables are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of its customers.

REVENUE FROM CONTRACTS WITH CUSTOMERS

The Company operates as a roofing contractor out of Clifton, New Jersey. The Company's performance is dependent on the strength of the construction industry in the New York/New Jersey Tri-State region. The work is performed under fixed-price contracts modified by incentive provisions and change orders. The length of the contracts vary but are typically one to two years. The Company recognizes contract revenue for financial reporting purposes over time. Progress toward completion of the Company's contract is measured by the percentage of cost incurred to date to estimated total costs for each contract.

This method is used because management considered total cost to be the best available measure of progress on contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change significantly within the near term.



MAK GROUP, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

TRANSITION - MODIFIED RETROSPECTIVE METHOD

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The new guidance also added Subtopic 340-40, *Other Assets and Deferred Costs - Contracts with Customers*, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer. Collectively, we refer to the new Topic 606 and Subtopic 340-40 as the “new guidance”.

We adopted the requirements of the new guidance as of January 1, 2019, utilizing the modified retrospective method of transition. We applied the new guidance using the practical expedient provided in Topic 606 that allows the guidance to be applied only to contracts that were not complete as of January 1, 2019. Adoption of the new guidance resulted in changes to our accounting policies for revenue recognition, costs and estimated earnings in excess of billings on uncompleted contracts, billings in excess of costs and estimated earnings on uncompleted contracts, and deferred contract costs as detailed below. The impact of adopting the new guidance was immaterial to the financial statements so no adjustment to beginning retained earnings was necessary.

The Company constructs and improves roofs on industrial and commercial buildings for customers. Contracts are fixed-price, with incentive provisions. The payment terms and conditions in customer contracts vary. The construction of a building is a single performance obligation that is satisfied over time.

Payment typically is due over time in installments, based on project phases as specified in the contracts. Final payment is due at the point in time when the contract is finished.

SIGNIFICANT JUDGMENTS

Contracts may include bonuses or other consideration that depend on Company performance. For performance bonuses based on objective criteria, such as meeting specified construction deadlines, the Company estimates the amount of consideration to which it expects to be entitled based on historical experience on similar projects and recognizes that amount as revenue as progress is completed. If weather conditions, lack of historical experience on similar projects, or other factors, create uncertainty about the amount to which the Company expects to be entitled, the Company limits its estimate to an amount that will not result in a significant reversal of revenue when the uncertainty is resolved. Performance bonuses based on subjective criteria, such as customer acceptance, are recognized only when earned.

PROPERTY, EQUIPMENT, AND DEPRECIATION

Property and Equipment are stated at cost. Depreciation is being provided using accelerated and straight-line methods over the estimated useful lives of the respective assets, which is generally five to seven years.



MAK GROUP, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

INCOME TAX

Although the Company is established as a New Jersey Limited Liability Company, effective January 1, 2025, the Company elected to be treated as an S Corporation for federal and state income tax purposes. Consequently, all tax effects of the Company's income or loss are passed through to the member individually.

The Company has also elected to participate in the New Jersey Business Alternative Income Tax Act (BAIT Act). BAIT allows the Company to pay and expense NJ state tax at the corporate level on behalf of its shareholders.

The Company has adopted the provisions of ASC 740-10, "Accounting for Uncertainty in Income Taxes", in addition to ASU 2008-06, "Application Guidance for Pass-Through Entities and Tax-Exempt Not-for-Profit Entities and Disclosure Modifications for Nonpublic Entities".

ASC 740-10-25 and ASU 2008-06 present a recognition threshold and measurement attribute for how an entity should recognize, measure, present and disclose in its financial statements uncertain tax provisions that the entity has taken or expects to take on a tax return.

The Company analyzed the filing positions in all of the federal and state jurisdictions where it is required to file income tax returns, as well as all open tax years in these jurisdictions. The Company did not have any unrecognized tax positions from tax positions that do not meet the more likely than not criterion. Accordingly, there was no effect on the Company's financial condition or results of operations for the years ended December 31, 2025 and 2024.

The Company recognizes interest and penalties related to uncertain tax positions in income tax expense. As of December 31, 2025 and 2024, the Company made no provision for interest or penalties related to uncertain tax positions. The Company files income tax (pass-through) returns in the U.S. federal jurisdiction and in various states and localities. There are currently no federal, state or local income tax examinations underway for these jurisdictions. Furthermore, the Company is no longer subject to U.S. federal income tax examinations by the Internal Revenue Service for tax years before 2022 and before 2021 for state and local authorities. The Company's tax years of 2022 and forward are subject to examination by federal, state and local taxing authorities.

CONCENTRATION OF MARKET RISK

The Company maintains cash balances in its bank and at other financial institutions which, at times, may exceed the limits of the Federal Deposit Insurance Corp. (FDIC). As of December 31, 2025 and 2024, there were no uninsured cash balances. The Company carefully monitors these balances to make sure its exposure is minimized.

DATE OF MANAGEMENT REVIEW

Management has evaluated subsequent events through February 13, 2026, the date on which the financial statements were available to be issued.



MAK GROUP, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

NOTE 2 - CONTRACTS RECEIVABLE

Contracts Receivable at December 31, are as follows:

	<u>2025</u>	<u>2024</u>
Completed Contracts	\$ 1,127,733	\$ 1,183,827
Contracts in Progress	555,019	169,848
Retainage	<u>116,614</u>	<u>—</u>
	<u><u>\$ 1,799,366</u></u>	<u><u>\$ 1,353,675</u></u>

NOTE 3 - CONTRACT BALANCES

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, contract assets and contract liabilities on the balance sheets. Contract assets represent work performed that could not be billed either due to contract stipulations or the required contractual documentation has not been finalized. Substantially all unbilled amounts are expected to be billed and collected within one year.

For fixed fee and time-and-materials based contracts, amounts are billed as work progresses in accordance with agreed-upon contractual terms, either at periodic intervals or upon achievement of contractual milestones. Generally, billing occurs subsequent to revenue recognition, resulting in contract assets. The Company's contract liabilities consist of advance payments, billings in excess of revenue recognition and deferred revenue.

The Company's contract assets and contract liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period. Advance payments, billings in excess of revenue recognized and deferred revenue are each classified as current.

Net contract assets (liabilities) consisted of the following as of December 31:

	<u>2025</u>	<u>2024</u>
Contract assets - current	\$ 263,681	\$ 182,463
Contract liabilities - current	<u>—</u>	<u>—</u>
Net Contract Assets	<u><u>\$ 263,681</u></u>	<u><u>\$ 182,463</u></u>



MAK GROUP, LLC
NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2025 AND 2024

NOTE 4 - BACKLOG (Compiled)

Backlog represents the amount of revenue the Company expects to realize from work to be performed on Uncompleted Contracts in progress at year end and from contractual agreements on which work has not yet begun. The following schedule summarizes backlog outstanding at December 31:

	<u>2025</u>	<u>2024</u>
Work to be performed on Uncompleted Contracts	\$ 1,217,969	\$ 1,912,500
New contracts entered into for which work has not yet begun	<u>2,579,758</u>	<u>—</u>
Backlog Balance at December 31,	<u>\$ 3,797,727</u>	<u>\$ 1,912,500</u>

NOTE 5 - INCOME TAXES

The provision for state income taxes for the year ended December 31 consists of the following:

	<u>2025</u>	<u>2024</u>
Current - State Corp. Tax	\$ —	\$ —
Current - State BAIT	<u>6,000</u>	<u>—</u>
Total State Income Taxes	<u>\$ 6,000</u>	<u>\$ —</u>

NOTE 6 - LINE OF CREDIT

The Company has a business revolving credit line with a bank in the amount of \$1,000,000, with interest on borrowings payable at 8.25% per annum at December 31, 2025. The maturity date is October 17, 2026. The credit line is secured by all the assets of the Company and personal guarantee of the members of the Company. The balance as of December 31, 2025 is \$100,000.

Interest expense for the years ended December 31, 2025 and 2024 was \$36,666 and \$65,192, respectively.

NOTE 7 - LONG-TERM DEBT

Long-Term Debt consists of the following at December 31:

	<u>2025</u>	<u>2024</u>
Note payable to Chase, interest rate of 5.84% per annum; 72 monthly installments of \$740.08 beginning May, 2023. The note matures April, 2028 and is secured by transportation equipment.	\$ 19,327	\$ 26,840
	19,327	26,840
Less: Current Portion	<u>(7,963)</u>	<u>(7,513)</u>
Long-Term Debt, less Current Portion	<u>\$ 11,364</u>	<u>\$ 19,327</u>

Interest expense for the year ended December 31, 2025 was \$1,368.

Maturities of long-term debt in the next three years are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2026	\$ 7,963
2027	8,441
2028	<u>2,923</u>
	<u>\$ 19,327</u>



MAK GROUP, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

NOTE 8 - MAJOR CUSTOMERS

During the years ended December 31, 2025 and 2024, the Company had major customers who accounted for more than 10% of the Company's revenues.

	<u>2025</u>	<u>2024</u>
Revenues		
(2 Customers and 4 Customers), respectively	<u>\$ 7,397,604</u>	<u>\$ 5,816,716</u>
Accounts Receivable Balance at December 31		
(2 Customers and 0 Customers), respectively	<u>\$ 992,355</u>	<u>\$ —</u>



MAK GROUP, LLC
SUPPLEMENTARY INFORMATION
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
YEARS ENDED DECEMBER 31, 2025 AND 2024



GITTELMAN
& company, p.c.

• CERTIFIED PUBLIC ACCOUNTANTS
• MANAGEMENT CONSULTANTS

MAK GROUP, LLC
COSTS OF REVENUES EARNED
 SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
 YEARS ENDED DECEMBER 31, 2025 AND 2024

	<u>2025</u>	<u>2024</u>
<u>Direct Job Costs</u>		
Materials	\$ 6,501,466	\$ 4,708,682
Subcontractors	1,185,288	1,186,003
Direct Labor	1,644,282	1,082,492
Other Direct Job Costs	363,059	-
Equipment Rental and Small Tools	10,311	1,959
	<u>9,704,406</u>	<u>6,979,136</u>
<u>Indirect Job Costs</u>		
Payroll Taxes	178,796	107,825
Consulting	99,094	-
Warranties	18,990	-
Bid Documents	295	-
Plans and Specs	2,541	1,820
Insurance, including Workers Compensation	937,081	307,592
Truck and Auto Expense	100,750	29,891
Licenses and Permits	30,807	3,009
Waste Disposal	1,069	-
Depreciation	12,284	9,552
	<u>1,381,707</u>	<u>459,689</u>
TOTALS	<u>\$ 11,086,113</u>	<u>\$ 7,438,825</u>



MAK GROUP, LLC
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
 SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
 YEARS ENDED DECEMBER 31, 2025 AND 2024

	<u>2025</u>	<u>2024</u>
Office Payroll	\$ 476,028	\$ 124,310
Payroll Taxes	48,309	12,382
Workers Compensation Insurance	3,427	-
Advertising	6,412	-
Professional Fees	91,654	81,424
Office Expense	38,209	38,293
Rent Expense	214,524	47,945
Bank Charges	7,709	1,320
Postage and Delivery	2,730	1,223
Payroll Processing Fees	31,805	18,102
Meals and Entertainment	3,605	4,704
Utilities	2,257	-
Penalties	-	6,101
Travel	1,985	4,326
Total General and Administrative Expenses	\$ 928,654	\$ 340,130



MAK GROUP, LLC.
CONTRACTS IN PROGRESS
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
YEAR ENDED DECEMBER 31, 2025

	Total Contract			From Inception to December 31, 2025					Prior to January 1, 2025			Year Ended December 31, 2025				
	Net Revenues	Estimated Gross Profit		Revenues Earned	Cost of Revenues	Gross Profit	Billed to Date	Estimated Cost to Complete	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Contract Assets	Percent Complete
Construction Project																
EHRR - Ender Hall Roof Replacement Bergen Community College, Paramus, NJ	\$ 256,758	25,758		\$ 231,082	\$ 207,900	\$ 23,182	160,594	\$ 23,100	\$ -	\$ -	\$ -	\$ 231,082	\$ 207,900	\$ 23,182	\$ 70,468	90.00%
VTRR - Verona Township Roof Replacement Verona, NJ	788,032	78,032		701,348	631,900	69,448	566,346	78,100	-	-	-	701,348	631,900	69,448	135,002	89.00%
UM - Brookside ES Brookside, NJ	313,800	31,380		15,690	14,121	1,569	-	288,299	-	-	-	15,690	14,121	1,569	15,690	5.00%
UM - White Plains High School White Plains, NY	850,000	85,000		42,500	38,250	4,250	-	726,750	-	-	-	42,500	38,250	4,250	42,500	5.00%
	<u>\$ 2,208,590</u>	<u>\$ 220,170</u>		<u>\$ 990,621</u>	<u>\$ 892,171</u>	<u>\$ 98,450</u>	<u>\$ 726,940</u>	<u>\$ 1,096,249</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 990,621</u>	<u>\$ 892,171</u>	<u>\$ 98,450</u>	<u>\$ 263,681</u>	



GITTELMAN
& company, p.c.

- CERTIFIED PUBLIC ACCOUNTANTS
- MANAGEMENT CONSULTANTS

MAK GROUP, LLC.
 CONTRACTS IN PROGRESS
 SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
 YEAR ENDED DECEMBER 31, 2024

Total Contract		From Inception to December 31, 2024				Prior to January 1, 2024				Year Ended December 31, 2024				At December 31, 2024	
Net Revenues	Estimated Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Billed to Date	Estimated Cost to Complete	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Contract Assets	Percent Complete	
\$ 2,125,000	\$ 111,138	\$ 361,250	\$ 342,357	\$ 18,893	\$ 176,787	\$ 1,671,506	\$ -	\$ -	\$ -	\$ 361,250	\$ 342,357	\$ 18,893	\$ 182,463	17.00%	
\$ 2,125,000	\$ 111,138	\$ 361,250	\$ 342,357	\$ 18,893	\$ 176,787	\$ 1,671,506	\$ -	\$ -	\$ -	\$ 361,250	\$ 342,357	\$ 18,893	\$ 182,463		

Construction Project
 Rochester Community College
 Buffalo, New York



GITTELMAN
 & company, p.c.
 • CERTIFIED PUBLIC ACCOUNTANTS
 • MANAGEMENT CONSULTANTS

MARK GROUP, LLC
COMPLETED CONTRACTS
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
YEAR ENDED DECEMBER 31, 2025

Construction Project	Total Contract			From Inception to December 31, 2025			Prior to January 1, 2025			Year Ended December 31, 2025			
	Revenues Earned	Cost of Revenues	Estimated Gross Profit	Billed To Date	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit
City of Newark - DWSU Roof Replacement Newark, NJ	\$ 895,276	\$ 850,512	\$ 44,764	\$ 895,276	\$ 895,276	\$ 850,512	\$ 44,764	\$ -	\$ -	\$ -	\$ 895,276	\$ 850,512	\$ 44,764
County of Sussex Board of Commissioners Roofing and Waterproofing at various locations Newton, NJ	12,019	8,682	3,337	12,019	12,019	8,682	3,337	-	-	-	12,019	8,682	3,337
Jersey City Public Schools Roof Repairs - District Wide Jersey City, NJ	106,374	90,418	15,956	106,374	106,374	90,418	15,956	-	-	-	106,374	90,418	15,956
White Township Consolidated School District Partial Roof Replacement White Township, NJ	859,369	773,432	85,937	859,369	859,369	773,432	85,937	-	-	-	859,369	773,432	85,937
Irvington Housing Authority Union Avenue Replacements Irvington, NJ	610,456	553,745	56,711	610,456	610,456	553,745	56,711	-	-	-	610,456	553,745	56,711
Montvale Board of Education Montvale Memorial Elementary School Montvale, NJ	1,060,808	954,727	106,081	1,060,808	1,060,808	954,727	106,081	-	-	-	1,060,808	954,727	106,081
Randolph Board of Education Roof Replacement at Ironia Elementary School Randolph, NJ	2,883,397	2,595,057	288,340	2,883,397	2,883,397	2,595,057	288,340	-	-	-	2,883,397	2,595,057	288,340
Randolph Board of Education Roof Replacement at Shongu Elementary School Randolph, NJ	2,340,849	2,130,173	210,676	2,340,849	2,340,849	2,130,173	210,676	-	-	-	2,340,849	2,130,173	210,676
Village of Suffern Village Hall Roof Replacement Village of suffern, NY	467,846	425,740	42,106	467,846	467,846	425,740	42,106	-	-	-	467,846	425,740	42,106
Westchester Community College Roof Replacements at Academic Arts, Science Bldg Westchester, NY	2,452,687	2,330,053	122,634	2,452,687	2,452,687	2,330,053	122,634	361,250	342,357	18,893	2,091,437	1,987,696	103,741
County of Hudson Hudson County Buildings Roof Maintenance Jersey City, NJ	28,387	22,807	5,580	28,387	28,387	22,807	5,580	-	-	-	28,387	22,807	5,580
	<u>\$ 11,717,468</u>	<u>\$ 10,735,345</u>	<u>\$ 982,123</u>	<u>\$ 11,717,468</u>	<u>\$ 11,717,468</u>	<u>\$ 10,735,345</u>	<u>\$ 982,123</u>	<u>\$ 361,250</u>	<u>\$ 342,357</u>	<u>\$ 18,893</u>	<u>\$ 11,356,218</u>	<u>\$ 10,392,988</u>	<u>\$ 963,230</u>



**GITTELMAN
& company, p.c.**
• CERTIFIED PUBLIC ACCOUNTANTS
• MANAGEMENT CONSULTANTS

MAK GROUP, LLC.

Construction Project

omrirstown, New Jersey

Jersey City Public Schools
Jersey City, New Jersey

Brook of Highland Park

omnis View Healthcare Centre

i

2W Vernon, New Jersey

ontclair, New Jersey

radell Board of Education
radell, New Jersey

Phillipsburg Early Childhood I

Miscellaneous Small Jobs and

:

ERT
CO
ERT
MAN

T
m
D P
EMER

L/

an

IC A

Con

MA
W,
COU
ULTA

4. U.S. Citizens



- CERTIFIED PUBLIC ACCOUNTANTS
- MANAGEMENT CONSULTANTS

MAK GROUP, LLC
ACCOUNTS RECEIVABLE AGING SUMMARY
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
AS OF DECEMBER 31, 2025

Customer	Current	1 - 30	31 - 60	61 - 90	91 and over	Retainage	Total
Bergen Community College	\$ -	\$ -	\$ 154,534	\$ -	\$ -	\$ 16,614	\$ 171,148
Borough of Highland Park	-	-	-	435	-	-	435
City of Newark - Div of Water & Sewer	-	19,262	142,467	-	-	-	161,729
County of Hudson	-	196	27,799	392	-	-	28,387
Jersey City Public Schools	-	-	14,047	27,535	4,523	-	46,105
Montvale Board of Education	-	-	43,188	-	-	-	43,188
Randolph Board of Education	487,336	-	-	-	-	-	487,336
Township of Verona	327,321	227,698	-	-	-	-	555,019
Village of Suffern	-	-	51,857	-	-	-	51,857
Westchester Community College	179,076	-	-	-	-	-	179,076
White Township Consolidated School	-	-	75,086	-	-	-	75,086
TOTAL	\$ 993,733	\$ 247,156	\$ 508,978	\$ 28,362	\$ 4,523	\$ 16,614	\$ 1,799,366

Completed Contracts	\$ 1,227,733
Contracts In Progress	555,019
Retainage	16,614
	<u>\$ 1,799,366</u>

