ORIGINAL

# REPLACEMENT OF HOT WATER HEATERS AND STORAGE TANKS AT VARIOUS SITES

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

**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 | |
| _____ | Bid Form | |
| _____ | 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 | |
| _____ | Previous Participation Certificate (HUD 2530) | |
| _____ | Performance and Payment Bond (Certificate from a Surety Company that, if your Bid is accepted, they will furnish the Performance Bond) | |

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

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

**Name of Bidder:**

Grove Contracting, LLC

**By Authorized Representative:**

**Signature:** _____

**Printed Name and Title:** Michael D Ciccarelli

**Date:** 9/1/2026

# FORM OF BID

## REPLACEMENT OF HOT WATER HEATERS AND STORAGE TANKS AT VARIOUS SITES

BIDDER'S NAME: Grove Contracting, LLC

ADDRESS: 70 Durrell St, Verona, NJ 07044

TELEPHONE NO.: 973-571-1041

FACSIMILE NO.: 973-571-1043

E-MAIL ADDRESS: yankees1204@aol.com

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

ADDRESS: 549 Avenue A
Bayonne, NJ 07002

TELEPHONE NO.: (201) 339-8700

FACSIMILE NO.: (201) 339-1766

ATTENTION: Mr. John T. Mahon, Executive Director

Pursuant to and in accordance with your Advertisement for Bids for work at these Public Housing Sites, and in accordance with the Instructions for Bidder's relating thereto, the undersigned hereby agrees to furnish all plant, labor, materials, supplies, equipment, and other facilities necessary or proper for, or incidental to, or as required by the Drawings and Project Manual prepared by DAL DESIGN GROUP, 11 West 8th Street, Bayonne, New Jersey 07002 dated 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: Two million three hundred fifty thousand dollars
(Written Amount)
_____ dollars $ 2,350,000.00 .
(Numerals)

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

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

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

| Addendum Number | Dated |
|---|---|
| RFI 1&2 | 8/25/2026 |
| | |

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: Grove Contracting, LLC
Legal Name of Corporation

Address: 70 Durrell St, Verona, NJ 07044

Telephone: 973-571-1041

Facsimile: 973-571-1043

E-mail Address: yankees1204@aol.com

Name of State of Incorporation: New Jersey

Signed by: Michael D Ciccarelli Title: Manager/Member

Attest: _____ (*Place Corporate Seal Here*)

Date: 9/1/2026

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: Grove Contracting, LLC
Legal Name of Firm or Partnership

Address: 70 Durrell St, Verona, NJ 07044

Telephone: 973-571-1041

Facsimile: 973-571-1043

E-mail Address: yankees1204@aol.com

Name of State of Incorporation: New Jersey

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

N/A Title: _____
(Signature of Owner or Partner)

Date: 9/1/2026

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

| Grove Contracting, LLC | | 9/1/2026 |
|---|---|---|
| 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, restores and washrooms, restaurants and other areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained 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 $ 117,500.00, to the order of the Housing Authority in an amount as follows: for contracts up $200,000 the bid guarantee amount shall be 10%; for contracts from $200,001 to $400,000 the bid guarantee shall be $20,000; for contracts over $400,000 the bid guarantee shall be 5%. Any surety company used for the purpose of issuing a bid or performance and payment bond must be approved to act as surety on bonds securing government contracts issued by the U. S. Treasury Circular No. 570, as published annually in the Federal Register.

19. CONTRACT PERIOD The work shall commence at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within (not to exceed) one hundred and eighty (180) consecutive calendar days thereafter.

20. LIQUIDATED DAMAGES As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for and shall pay to the Housing Authority the sums hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day, including weekends and holidays, of delay until the work is completed or accepted. Liquidated damages shall be in the amount of:

FIVE HUNDRED ($500) DOLLARS PER CALENDAR DAY

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

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

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

Nothing in this section shall prevent the contracting unit/officer from seeing 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 ad 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) distributer/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: 9/1/2026

Signature

By: Michael D Ciccarelli
Name

Official Address:

70 Durrell St, Verona, NJ 07044

Title: Manager/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, _____ Grove Contracting, LLC as Principal and United States Fire Insurance Company as SURETY are held and firmly bound unto the Housing Authority of the City of Bayonne, hereinafter called the "Local Authority", in the penal sum of 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 September 1, 2026, for Replacement of Hot Water Heaters and Storage Tanks at Various Sites.

**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:

_____ _____ (Seal)
(Individual Principal)

_____ _____
(Address) (Business Address)

_____ _____ (Seal)
(Individual Principal)

_____ _____
(Address) (Business Address)

ATTEST:

Grove Contracting, LLC
(~~Corporate~~ Principal)
LLC

(Affix Corporate Seal)

70 Durrell Street
(Business Address)

Verona, NJ 07044

BY: _____

_____
ATTEST

_____

William A. Drayton Jr., Witness

United States Fire Insurance Company
(Corporate Surety)

305 Madison Ave, Morristown, NJ 07960

(Affix Corporate Seal)

BY: _____
Ryan Gray, Attorney-in-Fact

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

## FORM OF CONSENT OF SURETY

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

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

United States Fire Insurance Company

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

Grove Contracting, 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

Five Percent Of The Total Amount Bid (5%).

Ryan Gray, Attorney-in-Fact

September 1, 2026

ATTEST:

Secretary William A. Drayton Jr., Witness

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

Grove Contracting, LLC
Name of Bidder

By: _____

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.**

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF New Jersey

COUNTY OF Essex ss:

On this 1st day of September, 2026 before me personally appeared Michael D Ciccarelli to me known, who by me being duly sworn, did depose and say: that (s)he is a member or manager of the limited liability company of Grove Contracting, LLC and that (s)he is authorized to execute the attached surety bond in the name of and for the limited liability company above named, and that (s)he acknowledge to me that (s)he signed the attached instrument pursuant to such authority.

Julie A Dispenziere
Notary Public
My commission expires: 7/7/2030

JULIE A DISPENZIERE
Notary Public - State of New Jersey
Commission # 50018647
My Comm. Expires July 7, 2030

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

On this 1st day of September, 2026 before me personally came Ryan Gray to me known, who, being by me duly sworn, did depose and say; that (s)he is the Attorney-in-Fact of the United States Fire Insurance Company, the corporation described in which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he signed her name thereto by the authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that she signed said Instrument as an Attorney-in-Fact of said company by like authority.

Ursula Jakubiak
Notary Public

URSULA JAKUBIAK
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 8, 2031
COMMISSION: #50154109

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

**06446**

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

Krystal L. Stravato, Kevin T. Walsh, Jr., Marisol Mojica, Jaclyn Maffey, Andreah Moran, Ryan Gray, Dipal Savaliya

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

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

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

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of April, 2026.

**UNITED STATES FIRE INSURANCE COMPANY**

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 10th day of April, 2026, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 1st day of September 20 26

**UNITED STATES FIRE INSURANCE COMPANY**

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

# UNITED STATES FIRE INSURANCE COMPANY

1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

## STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2025

### ASSETS

| | |
|---|---|
| Bonds (Amortized Value) | 1,604,117,428 |
| Preferred Stocks (Market Value) | 221,297,003 |
| Common Stocks (Market Value) | 3,211,407,687 |
| Mortgage Loans (Market Value) | 1,570,955,499 |
| Real Estate | 93,932,010 |
| Cash, Cash Equivalents, and Short Term Investments | 276,936,746 |
| Derivatives | 51,232,646 |
| Other Invested Assets | 727,358,252 |
| Investment Income Due and Accrued | 37,225,789 |
| Premiums and Considerations | 765,205,671 |
| Amounts Recoverable from Reinsurers | 137,945,585 |
| Funds Held by or Deposited with Reinsured Companies | 265,261,544 |
| Net Deferred Tax Asset | 242,712,335 |
| Electronic Data Processing Equipment | 1,478,897 |
| Receivables from Parent, Subsidiaries and Affiliates | 25,028,926 |
| Other Assets | 267,875,736 |
| TOTAL ASSETS | $ 9,499,971,754 |

### LIABILITIES, SURPLUS & OTHER FUNDS

| | |
|---|---|
| Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses) | 3,633,318,679 |
| Reinsurance Payable on Paid Losses and Loss Adjustment Expenses | 102,136,901 |
| Loss Adjustment Expenses | 568,491,590 |
| Commissions Payable, Contingent Commissions and Other Similar Charges | 26,516,662 |
| Other Expenses (Excluding Taxes, Licenses and Fees) | 104,906,283 |
| Taxes, Licenses and Fees (Excluding Federal Income Taxes) | 40,252,641 |
| Current Federal and Foreign Income Taxes | 26,199,162 |
| Unearned Premiums | 1,259,998,295 |
| Advance Premium | 50,182,059 |
| Ceded Reinsurance Premiums Payable | 165,588,108 |
| Funds Held by Company under Reinsurance Treaties | 108,868,441 |
| Amounts Withheld by Company for Account of Others | 135,189,471 |
| Provision for Reinsurance | 573,769 |
| Payable to Parent, Subsidiaries and Affiliates | 37,895,006 |
| Other Liabilities | 87,980,664 |
| TOTAL LIABILITIES | $ 6,348,097,731 |
| Common Capital Stock | 18,780,000 |
| Gross Paid In and Contributed Surplus | 1,502,074,940 |
| Unassigned Funds (Surplus) | 1,631,019,083 |
| Surplus as Regards Policyholders | 3,151,874,023 |
| TOTAL LIABILTIIES, SURPLUS & OTHER FUNDS | $ 9,499,971,754 |

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2025, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 10th day of March, 2026.
UNITED STATES FIRE INSURANCE COMPANY

## 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, _____ _____as Principal and _____ as SURETY are held and firmly bound unto the Housing Authority of the City of Bayonne, hereinafter called the "Local Authority", in the penal sum of ____% of the bid. _____ _____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 _____, for _____.

**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 _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

_____ _____ (Seal)
(Individual Principal)

_____ _____
(Address) (Business Address)

_____ _____ (Seal)
(Individual Principal)

_____ _____
(Address) (Business Address)

ATTEST:

_____
(Corporate Principal)

(Affix Corporate Seal)

_____
(Business Address)

_____

BY: _____

_____ _____
ATTEST

_____ _____
(Corporate Surety)

_____

(Affix Corporate Seal)

BY: _____

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

## FORM OF CONSENT OF SURETY

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

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

_____

_____

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

_____ 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 _____

_____

_____.

_____

ATTEST:

_____

Secretary

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

_____

Name of Bidder

_____

By: _____

_____

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.**

## BIDDER'S STATEMENT OF OWNERSHIP

## REPLACEMENT OF HOT WATER HEATERS AND STORAGE TANKS AT VARIOUS SITES

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: A single member LLC under the Laws of the State of New Jersey

Name of Corporation Grove Contracting, LLC

State of Incorporation New Jersey Date of Incorporation 6/13/2012

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

| NAMES | ADDRESS |
|---|---|
| Michael D Ciccarelli | 70 Durrell St, Verona, NJ 07044 |
| | |

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:

| NAMES | ADDRESS |
|---|---|
| | |
| | |

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

## REPLACEMENT OF HOT WATER HEATERS AND STORAGE TANKS AT VARIOUS SITES

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 )
**COUNTY OF** Essex ) : **SS**

Michael D Ciccarelli, being first duly sworn, deposes and says as follows:

A. He/She is Manager/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: Rak Plumbing & Heating, LLC

Address: 60 Carlton Ave., East Rutherford, NJ 07073

Telephone No.: 973-309-0523

Facsimile: _____

N. J. License No. (if applicable): 36BI01330600

Name of Licensee (if applicable): Kordian Rak

New Jersey Business Registration Certificate No. : 2329225, as stated on the copy of the said Certificate, attached hereto.

Scope of work for which price quote was submitted: plumbing

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

Name of Subcontractor: L&M Heating and Cooling, LLC

Address: 33 Oxford Road, Manalapan, NJ 07726

Telephone No.: 732-770-2637

Facsimile: _____

N. J. License No. (if applicable): 19HC00242700

Name of Licensee (if applicable): Erik Ferreira

New Jersey Business Registration Certificate No. : 1889754, as stated on the copy of the said Certificate, attached hereto.

Scope of work for which price quote was submitted: HVACR

3. ELECTRICAL WORK

Name of Subcontractor: JMD Electrical Contracting

Address: 33 Dora Ave., Waldwick, NJ 07463

Telephone No.: 201-364-9752

Facsimile: _____

N. J. License No. (if applicable): 34EB1759600

Name of Licensee (if applicable): JMD Electrical Contracting

New Jersey Business Registration Certificate No. : 1803718, as stated on the copy of the said Certificate, attached hereto.

Scope of work for which price quote was submitted: electrical

4. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK

Name of Subcontractor: Portuguese Structural Steel

Address: 255 South Street Newark, NJ07114

Telephone No.: 973-344-1342

Facsimile: _____

N. J. License No. (if applicable): N/A

Name of Licensee (if applicable): _____

New Jersey Business Registration Certificate No. : 0540819, as stated on the copy of the said Certificate, attached hereto.

Scope of work for which price quote was submitted: structural and misc. steel

Signature of: _____

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Subscribed to and sworn before me

this 1st day of September, 2026.

_____

Notary Public of the State of New Jersey

My commission expires July 7, 2030.

JULIE A DISPENZIERE
Notary Public - State of New Jersey
Commission # 50018647
My Comm. Expires July 7, 2030

Form rev. 03/08/10

Certificate Number
732176

Registration Date: 11/30/2025
Expiration Date: 11/29/2027

# 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:

Rak Plumbing and Heating LLC

2025

**Responsible Representative(s):**
Kordian Rak, Owner

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

NON TRANSFERABLE

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

# STATE OF NEW JERSEY
# BUSINESS REGISTRATION CERTIFICATE

| | |
|---|---|
| **Taxpayer Name:** | RAK PLUMBING AND HEATING LLC |
| **Trade Name:** | |
| **Address:** | 37 CHARLES STREET<br>LODI, NJ 07644 |
| **Certificate Number:** | 2329225 |
| **Effective Date:** | March 25, 2019 |
| **Date of Issuance:** | July 11, 2025 |

**For Office Use Only:**

**20250711104732683**

Return

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

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

THIS IS TO CERTIFY THAT THE
**BOARD OF MASTER PLUMBERS**

HAS LICENSED

Kordian Rak
15 Urban Club Road
Wayne NJ 07470

FOR PRACTICE IN NEW JERSEY AS A(N): **Master Plumber**

**06/05/2025 TO 06/30/2027**
VALID

**36BI01330600**
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
BOARD OF MASTER PLUMBERS
HAS LICENSED
Kordian Rak
Master Plumber
06/05/2025 TO 06/30/2027
VALID
36BI01330600
License/Registration/Certificate # ACTING DIRECTOR
SIGNATURE

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/ CERTIFICATE ID CARD IS LOST PLEASE NOTIFY:
BOARD OF MASTER PLUMBERS
PO BOX 45008
NEWARK, NJ 07101

PLEASE DETACH HERE

**Kordian Rak**

EXPIRATION DATE **2027**

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS **36BI 01330600** . PLEASE USE IT IN ALL CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED BELOW.

**BOARD OF MASTER PLUMBERS**
**PO BOX 45008**
**NEWARK, NJ 07101**

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

HOME ☐
BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

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

HOME ☐
BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

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

IC (Rev. 05/20/2025)

Certificate Number
719683

Registration Date: 05/15/2026
Expiration Date: 05/14/2028

# 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:

L & M Heating and Cooling LLC

2026

**Responsible Representative(s):**
Erik Ferreira, President

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.

09/17/19

Taxpayer Identification# **471-327-406/000**

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

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:
**L & M HEATING AND COOLING LLC**

TRADE NAME:

ADDRESS:
**33 OXFORD ROAD**
**MANALAPAN NJ 07726**

SEQUENCE NUMBER:
**1889754**

EFFECTIVE DATE:
**07/23/14**

ISSUANCE DATE:
**09/17/19**

James J. Fruscione

Director
New Jersey Division of Revenue

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

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

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

THIS IS TO CERTIFY THAT THE
**BOARD OF EXAMINERS OF HVACR CONTRACTORS**

**HAS LICENSED**

Erik Ferreira
33 Oxford Road
Manalapan NJ 07726

**FOR PRACTICE IN NEW JERSEY AS A(N): Master HVACR Contractor**

05/23/2026 TO 06/30/2028
VALID

Signature of Licensee/Registrant/Certificate Holder

19HC00242700
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
BOARD OF EXAMINERS OF HVACR CONTRACTORS
HAS LICENSED
Erik Ferreira
Master HVACR Contractor

05/23/2026 TO 06/30/2028
VALID

SIGNATURE

19HC00242700
License/Registration/Certificate #

ACTING DIRECTOR

PLEASE DETACH HERE

**IF YOUR LICENSE/REGISTRATION/ CERTIFICATE ID CARD IS LOST PLEASE NOTIFY:**
BOARD OF EXAMINERS OF HVACR CONTRAC
PO BOX 47031
NEWARK, NJ 07101

PLEASE DETACH HERE

**Erik Ferreira** EXPIRATION DATE **2028**

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS **19HC 00242700** . PLEASE USE IT IN ALL CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED BELOW.

**BOARD OF EXAMINERS OF HVACR CONTRACTORS**
**PO BOX 47031**
**NEWARK, NJ 07101**

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

HOME ☐
BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

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

HOME ☐
BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

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

Certificate Number
733998

Registration Date: 06/06/2025
Expiration Date: 06/05/2027

# 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:

JMD ELECTRICAL CONTRACTING LLC

2025

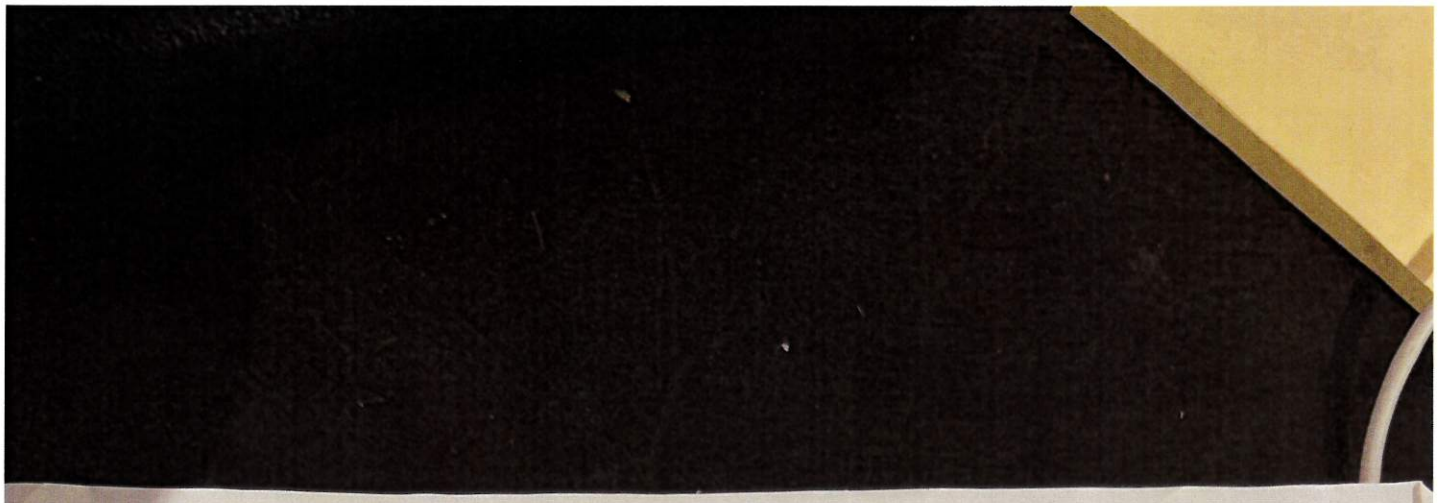
**Responsible Representative(s):**

Jason M Deutsch, Managing Member

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

NON TRANSFERABLE

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



23/2017 N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

# STATE OF NEW JERSEY
# BUSINESS REGISTRATION CERTIFICATE

| | |
|---|---|
| **Taxpayer Name:** | JMD ELECTRICAL CONTRACTING LLC |
| **Trade Name:** | |
| **Address:** | 33 DORA AVENUE<br>WALDWICK, NJ 07463 |
| **Certificate Number:** | 1803718 |
| **Effective Date:** | June 21, 2013 |
| **Date of Issuance:** | August 23, 2017 |

**For Office Use Only:**

**20170823124646787**

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors
HAS LICENSED
JMD ELECTRICAL CONTRACTING LLC
Electrical Business Permit

01/26/2024 TO 03/31/2027
VALID

SIGNATURE

34EB01759600
License/Registration/Certificate #

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors
HAS LICENSED
Jason M Deutsch
Electrical Contractor

01/24/2024 TO 03/31/2027
VALID

SIGNATURE

34EI01759600
License/Registration/Certificate #

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
DCA
THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors
HAS LICENSED
JMD ELECTRICAL CONTRACTING LLC
Electrical Business Permit
01/26/2024 TO 03/31/2027
VALID
SIGNATURE
34EB01759600
License/Registration/Certificate #
ACTING DIRECTOR

Certificate Number
621197

Registration Date: 02/10/2026
Expiration Date: 02/09/2027

# 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:

Portuguese Structural Steel 2026

**Responsible Representative(s):**
Paula Cabral, President

Michael B. Marich, 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.

10/24/05

Taxpayer Identification# **222-918-301/000**

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)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully, CPA
Director

**STATE OF NEW JERSEY**

**BUSINESS REGISTRATION CERTIFICATE**

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

TAXPAYER NAME:

**PORTUGUESE STRUCTURAL STEEL INC.**

TRADE NAME:

ADDRESS:

**255 SOUTH STREET**
**NEWARK NJ 07114**

SEQUENCE NUMBER:

**0540819**

EFFECTIVE DATE:

**08/23/88**

ISSUANCE DATE:

**10/24/05**

Director

FORM-BRC(08-01)

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

**PHIL MURPHY**
*Governor*

**SHEILA OLIVER**
*Lt. Governor*

# State of New Jersey

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

**ELIZABETH MAHER MUOIO**
*State Treasurer*


5-YEAR RECERTIFICATION

## APPROVED

*under the*

Minority and Women Business Certification Program

This certificate acknowledges PORTUGUESE STRUCTURAL STEEL INC. DBA:Portuguese Structural Steel as a Certified Women Business Enterprise (WBE) that has met the criteria established by N.J.A.C. 17:46.

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

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

Peter Lowicki
Deputy Director

**Issued:** 5/6/2023

***Expiration:** 5/6/2028

**Certification Number:** A0352-04

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

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

# REPLACEMENT OF HOT WATER HEATERS AND STORAGE TANKS AT VARIOUS SITES

**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):

   __x__ 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

   _____ 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.

Grove Contracting, LLC
Name of Bidder

Attested or Witnessed by:

70 Durrell St, Verona, NJ 07044
Address of Bidder

By: Michael D Ciccarelli
(print name)

Signature of Bidder

Dated: July 7, 2030

Manager/Member
Title

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

**GROVE CONTRACTING LLC**

TRADE NAME:

ADDRESS:

**70 DURRELL STREET**
**VERONA NJ 07044**

SEQUENCE NUMBER:

**1723416**

EFFECTIVE DATE:

**06/13/12**

ISSUANCE DATE:

**01/30/17**

Director
New Jersey Division of Revenue

FORM BRC

---

**STATE OF NEW JERSEY**

# Certificate of Authority

DIVISION OF TAXATION
TRENTON, N J 08695

The person, partnership or corporation named below is hereby authorized to collect
**NEW JERSEY SALES & USE TAX**

pursuant to **N.J.S.A. 54:32B-1 ET SEQ.**

This authorization is good ONLY for the named person at the location specified herein
This authorization is null and void if any change of ownership or address is effected

Acting Director, Division of Taxation

GROVE CONTRACTING LLC
70 DURRELL STREET
VERONA NJ 07044

Tax Registration No xxx-xxx-460/000
Tax Effective Date 05-04-17
Document Locator No I0000688039
Date Issued 05-04-17

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

---

Certification **57293**

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-May-2024** to **15-May-2031**

**GROVE CONTRACTING, LLC**
**70 DURRELL STREET**
**VERONA** **NJ** **07044**

ELIZABETH MAHER MUOIO
State Treasurer

## ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

## REPLACEMENT OF HOT WATER HEATERS AND STORAGE TANKS AT VARIOUS SITES

**Housing Authority of the City of Bayonne**

Replacement of Hot Water Heaters and Storage Tanks at Various Sites

**(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** (Mail, Fax, Pick-up, etc.) | **Date Received** |
|---|---|---|
| RFI 1&2 | email | 8/25/2026 |
| | | |
| | | |
| | | |
| | | |
| | | |

**Acknowledgement by Bidder:**

Name of Bidder: Grove Contracting, LLC

By Authorized Representative:

Signature: _____

Printed Name and Title: Michael D Ciccarelli/Manager/Member

Date: 9/1/2026

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 01/31/2026 )

**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)* Reason for submission: Bidding Requirement | | **For HUD HQ/FmHA use only** | |
|---|---|---|---|
| **1.** Agency name and City where the application is filed<br>Housing Authority of the City of Bayonne | | **2.** Project Name, Project Number, City and Zip Code<br>Replacement of Hot Water Heaters and Storage Tanks at Various Sites - Bayonne, NJ 07002 | |
| **3.** Loan or Contract amount $<br>N/A | **4.** Number of Units or Beds<br>N/A | **5.** Section of Act<br>N/A | **6.** Type of Project (check one)<br>☑ Existing ☐ Rehabilitation ☐ Proposed (New) |

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

| Name and address ( Last, First, Middle Initial) of controlling participant(s) proposing to participate | **8 Role of Each Principal in Project** | **9. SSN or IRS Employer Number (TIN)** |
|---|---|---|
| Grove Contracting, LLC Michael D Ciccarelli/Manager/Member | Manager/Member | 32-0379460 |
| | | |
| | | |
| | | |

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

| **Name of Controlling Participant** | **Signature of Controlling Participant** | **Certification Date (mm/dd/yyyy)** | **Area Code and Tel. No.** |
|---|---|---|---|
| Grove Contracting, LLC Michael D Ciccarelli/Manager/Member | | 9/1/2026 | 973-571-1041 |
| | | | |
| | | | |

**This form prepared by (print name)** Michael D Ciccarelli **Area Code and Tel. No.** 973-571-1041

**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 |
|---|---|---|---|---|---|---|---|
| Grove Contracting, LLC<br>Ciccarelli, Michael D<br>No previous participation, first Experience | See enclosed Current Completed Projects List | Grove Contracting, LLC-General Contractor | N/A | | x | | N/A |

## Part II- For HUD Internal Processing Only

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

| Date (mm/dd/yyyy) | Tel No. and area code | ☐ A. No adverse information; form HUD-2530 approval recommended. | ☐ C. Disclosure or Certification problem |
|---|---|---|---|
| Staff | Processing and Control | ☐ B. Name match in system | ☐ D. Other (attach memorandum) |

| Signature of authorized reviewer | Signature of authorized reviewer | Approved ☐ Yes ☐ No | Date (mm/dd/yyyy) |
|---|---|---|---|
| | | | |

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

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Off 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. S that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any que 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 releva by those parties submitting the application. The information requested in this form is used by HUD/USDA to standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmenta that you certify and submit your record of previous participation, in relevant projects, by completing and signi participation can be approved.

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

***Note that approval of your certification does not obligate HUD to approve your project application, and it 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 Controll Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Proc 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 application will be processed at the same time you file your initial project application. This form must be fi 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 the basis of your record of previous participation, you will be notified by the HUD Office. You may re accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in wr your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in n can become HUD-approved controlling participants. The information you provide will enable HUD to eva respect to established standards of performance, responsibility and eligibility. Without prior approval, a may not participate in a proposed or existing multifamily or healthcare project. HUD uses this informatio not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate controlling participants and approve only individuals and organizations that will honor their legal, financ obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires p Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your of your records. HUD may use your SSN for automated processing of your records and to make requests for i and your previous records with other public agencies and private sector sources. HUD may disclose certain i State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It wil disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the in this application, including your SSN. Failure to provide any of the information will result in your disappro this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2( No. FR–5921–N–10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Performance System).

**PRA Statement:** The public reporting burden is estimated at 3 hours per response, including the time for revi searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the information.
Send comments regarding this burden estimate or any other aspect of this collection of information, including this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information T Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a cc 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 collec mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healt comprehensively assessing industry participants' risk. It is the Department's policy that participants in its hou their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approval withholding actions on principals in projects, based upon their past performances as well as other relevant infc such as owners, management agents, master tenants, general contractors, and nursing home operators are subj information on this form needs to be collected by the Department to evaluate participants' previous performan contracts, regulations, and directives.

## PREPARATION OF PERFORMANCE AND PAYMENT BOND

(1) Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.

(2) The name of the Principal shall be shown exactly as it appears in the Contract.

(3) The penal sum shall be not less than the contract amount.

(4) If the Principals are partners, or joint venturers, each member shall execute the bond as an individual, with his place of residence shown.

(5) If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.

(6) The official character and authority of the persons executing the bond for the Principal, whether individual, partnership or corporation, shall be certified by individual, partner or in the case of a corporation, by the secretary or assistant secretary therefore under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies. If a Corporation, President or Vice President should sign for same and Secretary of Corporation should attest to signature of signing officer.

(7) The current power-of-attorney of the persons signing for the surety company must be attached to the bond.

(8) The date of bond must <u>not</u> be prior to the date of contract.

(9) The following information must be placed on the bond by the surety company:
   a. The rate of premium in dollars per thousand, and
   b. The total dollar amount of premium charged.

(10) The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.

(11) Type or print the name underneath <u>each signature</u> appearing in the bond.

(12) An executed copy of the bond must be attached to each copy of the Contract (original Counterpart) intended for signing.

(13) The Performance and Payment Bond is generally of the type that will be required, but it is subject to such modification in form as may be required by the Solicitor of the Local Authority.

## PERFORMANCE AND PAYMENT BOND

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

_____

_____

as PRINCIPAL and _____

as SURETIES are hereby held and firmly bound into the Housing Authority of the City of Bayonne, New Jersey, in the penal sum of _____, dollars, for the payment of which well and truly to executors, administrators, successors and assigns.

Signed this _____ day of _____ 20 _____ .

The condition of the above obligation is such that whereas, the above named Principal was awarded, on the _____ day of _____, 20 _____ a contract with the Housing Authority of the City of Bayonne, New Jersey for

_____

_____

which said contract, consisting of Invitation, Bid and Award, is made a part of this Bond, the same as though set forth herein:

Now, if the said _____

_____

SHALL WELL AND FAITHFULLY DO AND PERFORM THE THINGS AGREED BY _____

_____to be done and performed according to the Terms of Said contract, and shall pay all lawful claims of sub-labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements, or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialmen, laborer, person firm or corporation having a just claim, as well as for the oblige herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of said contract or in or to the specifications therefore shall in anywise effect the obligation of said surety on its bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20 _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

In the presence of:

_____ _____(SEAL)
(Individual Principal)

_____ _____
(Address) (Business Address)

_____ _____(SEAL)
(Individual Principal)

_____ _____
(Address) (Business Address)

_____ _____(SEAL)
(Individual Principal)

_____ _____
(Address) (Business Address)

_____ _____(SEAL)
(Individual Principal)

_____ _____
(Address) (Business Address

_____ _____(SEAL)
(Individual Principal)

_____ _____
(Address) (Business Address)

_____
(Corporate Principal)

(Affix
Corporate
Seal)

_____
(Business Address)

_____ by _____

ATTEST:

_____
(Corporate Surety)

(Affix
Corporate
Seal)

_____
(Business Address)

---

The rate of premium in this bond is $ _____ per thousand. The total amount of premium charges is $ _____ .

*(The above is to be filled in by Surety Company.)*

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

**U.S. Department of Housing and Urban Development**

Office of Public and Indian Housing

# Representations, Certifications, and Other Statements of Bidders

# Public and Indian Housing Programs

# Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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## 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

Michael D Ciccarelli/Manager/Member [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, [✓] is not listed on the Environmental Protection Agency List of Violating Facilities:

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

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

**13. Bidder's Signature**

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

9/1/2006

(Signature and Date)

Michael D Ciccarelli

(Typed or Printed Name)

Manager/Member

(Title)

Grove Contracting, LLC

(Company Name)

(Company Address)

**Form of Non-Collusive Affidavit**

**REPLACEMENT OF HOT WATER HEATERS AND STORAGE TANKS AT VARIOUS SITES**

**AFFIDAVIT**
**(Prime Bidder)**

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

Michael D Ciccarelli, being first duly sworn, deposes and says:

That he is Manager/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, 20 26.

My commission expires July 7, 20 30.

JULIE A DISPENZIERE
Notary Public - State of New Jersey
Commission # 50018647
My Comm. Expires July 7, 2030

**REPLACEMENT OF HOT WATER HEATERS AND STORAGE TANKS AT VARIOUS SITES**

**HOUSING AUTHORITY OF THE CITY OF BAYONNE, NJ**

## BIDDER'S AFFIDAVIT

(This Affidavit is part of the Proposal)

**STATE OF NEW JERSEY)**
**) :SS**
**COUNTY OF** Essex **)**
(Fill In)

Michael D Ciccarelli being duly sworn, deposes and says that he resides at 70 Durrell St, Verona, NJ 07044 that he is the Manager/Member (Give Title) who signed the above Bid or Proposal, that he was 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 70 Durrell St, Verona, NJ 07044

on this 1st day of September, 2026

Signature of Bidder (Seal)

[Notary Public]

My commission expires 7/7/2030

JULIE A DISPENZIERE
Notary Public - State of New Jersey
Commission # 50018647
My Comm. Expires July 7, 2030

## QUALIFICATION QUESTIONNAIRE

**REPLACEMENT OF HOT WATER HEATERS AND STORAGE TANKS AT VARIOUS SITES**

THE HOUSING AUTHORITY OF THE CITY OF BAYONNE

BID FOR:

NAME OF BIDDER: Grove Contracting, LLC

ADDRESS: 70 Durrell St, Verona, NJ 07044

REQUIREMENTS FOR SUBMITTED PROPOSALS IF QUALIFIED:

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

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

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

      14 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.

      Please see enclosed 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.

TBD upon award

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

14 years

e. If a corporation, answer the following: A single member LLC under the Laws of the State of

E.1 - Date of Incorporation 6/13/2012

E.2 - State of Incorporation New Jersey

E.3 - President's name(s) Michael D Ciccarelli/Manager/Member

E.4 - Vice President's name(s) N/A

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 25% % 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 contract documents, plans and specifications

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

TBD upon award

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

HVACR, Plumbing, Electrical, Steel

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:

Please see enclosed Trade Reference List

q. Give bank references:

Kearny Bank 417 Bloomfield Ave., Caldwell, NJ 07004

973-226-7911

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.

_____

ASSETS

See enclosed

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 70 Durrell St, Verona, NJ 07044 this 1st day of September, 2026.

Grove Contracting, LLC
(Name of Bidder)

By: _____

Title: Manager/Member

State of New Jersey

County of Essex

Michael D Ciccarelli being duly sworn, deposes and says that he/she is the Manager/Member of Grove Contracting, 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)

My commission expires 7/7/2030.

JULIE A DISPENZIERE
Notary Public - State of New Jersey
Commission # 50018647
My Comm. Expires July 7, 2030

Form rev. 8/11/04

## CONTRACTS COMPLETED IN THE LAST FIVE YEARS

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

| OWNER | LOCATION | DESCRIPTION | DATE OF CONTRACT START | GROSS AMOUNT OF CONTRACT | DATE OF CONTRACT COMPLETION |
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Include Name and Telephone Number of the Owner's Representative and the Design Professional in charge of the Work for each Project.

| # | OWNER CONTACT INFO | PROJECT NAME & LOCATION | A/E CONTACT INFO | CONTRACT AMOUNT | DATE OF START | DATE OF COMPLETION |
|---|---|---|---|---|---|---|
| 43 | Borough of Roseland<br>140 Eagle Rock Avenue<br>Roseland, NJ 07068<br>973-226-8080 | Municipal Building & Site Improve-<br>ments Borough of Roseland 19<br>Harrison Street, Roseland, NJ | Boswell Engineering<br>330 Phillips Ave. South<br>Hackensack, NJ 07606<br>Joseph Kosinksi - 201-641-0770 | $ 1,878,500.00 | 8/15/2025 | 8/28/2026 |
| 42 | Township of Cranford<br>8 Springfield Ave., Cranford, NJ<br>07016<br>908-709-7200 | Addition and Renovations to the<br>Cranford Public Library 224<br>Walnut Ave., Cranford, NJ 07016 | Arcari + Iovino Architects PC<br>One Katherine Street, Little Ferry, NJ<br>07643<br>201-641-0600 | $ 2,521,685.00 | 12/13/2024 | 7/30/2026 |
| 41 | Butler Board of Education<br>38 Bartholdi Ave., Butler, NJ<br>07405 | Ceiling and Lighting Replacement at<br>Richard Butler School and Butler High<br>School | Gianforcaro Architects, Planners &<br>Engineers<br>111 Howard Blvd Suite 203 Mt<br>Arlington, NJ 07856<br>Anthony Gianforcaro 908-879-6001 | $ 113,000.00 | 7/31/2026 | 8/25/2026 |
| 40 | County of Union<br>10 Elizabethtown Plaza<br>Elizabeth, NJ 07202<br>877-424-1234 | Ash Brook Golf Course Club House<br>Improvements & Renovations<br>1210 Raritan Rd. Scotch Plains, NJ<br>07076 | USA Architects<br>20 N Doughty Avenue,<br>Somerville, NJ 08876<br>Josh Bosum - 908-722-2300 | $ 4,537,489.65 | 7/10/2024 | 8/15/2026 |
| 39 | Butler Board of Education<br>38 Bartholdi Ave., Butler, NJ<br>07405 | Building Addition to Butler High School<br>38 Bartholdi Ave, Butler, NJ 07405 | Gianforcaro Architects, Planners &<br>Engineers<br>111 Howard Blvd Suite 203<br>Mt Arlington, NJ 07856<br>Anthony Gianforcaro 908-879-6001 | $ 6,794,000.00 | 5/16/2024 | 9/13/2025 |
| 38 | Montclair Township Board of<br>Education<br>22 Valley Rd. Montclair, NJ 07042<br>973-509-4000 | Grandstand & Press Box Replacement<br>at Woodman Field for Montclair HS<br>10 Essex Ave., Montclair, NJ 07042 | Parette Somjen Architects<br>439 Route 46 E. Rockaway, NJ<br>07866 973-586-2400 - William<br>Ross | $ 2,120,000.00 | 3/18/2024 | 9/29/2025 |
| 37 | Wallington Board of Education<br>32 Pine St., Wallington, NJ 07507<br>973-777-0808 | Flooring Replacement at Gavlak<br>Elementary School<br>106 King St., Wallington, NJ 07507 | Di Cara Rubino Architects<br>30 Galesi Dr., Wayne, NJ 07470<br>Zachary Koenig- 973-256-0202 | $394,000.00 | 6/0/2025 | 8/30/2025 |
| 36 | Newark Board of Education<br>Purchasing Dept.<br>765 Broad Street, Newark, NJ<br>07102 973-733-7333 | 9785R New Cosmetology Suite at West<br>Side High School 403 S<br>Orange Ave., Newark 07103 | CTS Group Architecture Planning<br>17 Commerce St. Chantham, NJ<br>07928 Brian Compertore - 973-<br>635-5900 | $ 1,023,000.00 | 10/31/2023 | 3/15/2025 |
| 35 | Cliffside Park Board of Education<br>525 Palisades Ave.<br>Cliffside Park, NJ 07010<br>201-313-2300 | Additions & Renovations to<br>Gymnasium Lobby at Cliffside Park<br>High School 64<br>Riverview Ave, Cliffside Park, NJ 07010 | Lan Associates<br>445 Goodwin Ave., Midland<br>Park, NJ 07432<br>George Thompson 201-447-6400 | $ 1,693,000.00 | 3/28/2024 | 2/24/2025 |

| # | OWNER CONTACT INFO | PROJECT NAME & LOCATION | A/E CONTACT INFO | CONTRACT AMOUNT | DATE OF START | DATE OF COMPLETION |
|---|---|---|---|---|---|---|
| 34 | Township of Cranford<br>8 Springfield Ave., Cranford, NJ 07016 908-709-7200 | Flood Mitigation Assistance Program (CFDA #97.029) FMA-PJ-02-NJ-2017-005 at 12 Forest Avenue, Cranford, NJ 07016 | Lan Associates<br>445 Goodwin Ave., Midland Park, NJ 07432 201-447-6400 | $ 456,300.00 | 11/1/2023 | 12/31/2024 |
| 33 | Carteret Board of Education<br>599 Roosevelt Ave. Carteret, NJ 07008<br>732-541-8960 | New Security Vestibule at Carteret High School<br>199 Washington Ave., Carteret, NJ 07008 | DMR Architects<br>777 Terrace Ave., Suite 607<br>Hasbrouk Heights, NJ 07604 201-288-2600 | $ 1,621,000.00 | 7/15/2023 | 12/30/2024 |
| 32 | Passaic Valley Water Commission<br>1525 Main Ave., Clifton, NJ 07011<br>973-340-4300 | Auditorium/Purification Stair Enclosure at PVWC Little Falls Water Treatment Plant<br>800 Union Blvd. Totowa, NJ 07512 | Colliers Engineering and Design<br>101 Crawfords Corner Rd. Ste 3400<br>Holmdel, NJ 07733 877-627-3772 | $ 1,192,000.00 | 11/29/2023 | 12/15/2024 |
| 31 | Carteret Board of Education<br>599 Roosevelt Ave. Carteret, NJ 07008<br>732-541-8960 | New Outdoor Learning Classroom at Carteret High School<br>199 Washington Ave., Carteret, NJ 07008 | DMR Architects<br>777 Terrace Ave., Suite 607<br>Hasbrouk Heights, NJ 07604 201-288-2600 | $ 720,000.00 | 4/5/2024 | 10/1/2024 |
| 30 | County of Essex, New Jersey<br>465 Dr. Martin Luther King Jr. Blvd., Newark, NJ 07102 973-226-8500 | New Fabricated Restrooms and Other Improvements at Ivy Hill Park, Newark | French & Parello Associates<br>1800 NJ-34 #101<br>Wall Township, NJ 07719<br>Mike Piga - 732-312-9800 | $ 1,076,525.00 | 1/31/2024 | 8/5/2024 |
| 29 | Palisades Interstate Park Commission, 1 Alpine Approach Rd., Alpine, NJ 07620<br>Steve Shallop: 201-768-1360 x (6102) | Renovation of the PIPC Administration Building<br>1 Alpine Approach Rd., Alpine, NJ | Wells Architecture<br>251 Park Ave., Park Ridge, NJ 07656<br>201-573-1627 | $ 2,680,060.00 | 12/5/2022 | 8/30/2024 |
| 28 | Montclair Township Board of Education<br>22 Valley Rd., Montclair, NJ 07042<br>973-509-4000 | RFP #1581 Exterior Stair Replacement at Edgemont School and Community Pre-K<br>Montclair, NJ | Parette Somjen Architects<br>439 Route 46 E. Rockaway, NJ 07866<br>Dave Pantaleone 973-586-2400 | $ 319,000.00 | 10/16/2023 | 9/5/2024 |
| 27 | Belleville Board of Education 65 Ralph St., Belleville, NJ 07109 973-450-3456 | Senior Cafeteria and Snack Bar Renovation at Belleville High School 100 Passaic Ave., Belleville, NJ | Solutions Architecture Corp. 96 Pompton Ave., 2nd Floor Verona, NJ 07044 Deniz Tekeoglu 973-484-4800 DenizT@solutions-arch.com | $ 869,000.00 | 1/24/2023 | 11/23/2023 |
| 26 | Ramsey Board of Education<br>25 North Franklin Tpke., Ramsey, NJ 07446 | Ramsey High School Vestibule & Parking Lot Upgrades-SA #22.114 Contract A-Security Vestibule 256 East Main St., Ramsey, NJ 07446 | Solutions Architecture Corp. 96 Pompton Ave., 2nd Floor Verona, NJ 07044 Deniz Tekeoglu 973-484-4800 DenizT@solutions-arch.com | $ 485,000.00 | 6/27/2022 | 7/5/2024 |

## COMPLETED PROJECTS LIST

| # | OWNER CONTACT INFO | PROJECT NAME & LOCATION | A/E CONTACT INFO | CONTRACT AMOUNT | DATE OF START | DATE OF COMPLETION |
|---|---|---|---|---|---|---|
| 25 | County of Essex, New Jersey 465 Dr. Martin Luther King Jr. Blvd., Newark, NJ 07102 973-226-8500 | New Building & Site Improvements at Independence Park, Newark, NJ 186-270 Adams St., Newark, NJ | PS&S LLC 3 Mountainview Blvd., Warren, NJ 07059 Angela Gonzalez-732-560-9500 | $ 8,927,000.000 | 3/23/2023 | 4/26/2024 |
| 24 | Hackensack Board of Education 191 2nd St., Hackensack, NJ 07601 201-46-8000 | Auditorium and Girls Locker Room Upgrades at Hackensack High School 131 1st Street, Hackensack, NJ 07601 | DMR Architects 777 Terrace Ave., Suite 607 Hasbrouk Heights, NJ 07604 201-288-2600 | $ 3,284,000.000 | 7/15/2023 | 8/30/2024 |
| 23 | Hackensack Board of Education 191 2nd St., Hackensack, NJ 07601 201-46-8000 | Renovation of the Fitness Center at Hackensack High School 131 1st Street, Hackensack, NJ 07601 | DMR Architects 777 Terrace Ave., Suite 607 Hasbrouk Heights, NJ 07604 201-288-2600 | $ 929,000.000 | 12/22/2022 | 1/12/2023 |
| 22 | County of Essex, New Jersey 465 Dr. Martin Luther King Jr. Blvd., Newark, NJ 07102 973-226-8500 ext. 2550 | New Building & Site Improvements Wally Choice Community Center Glenfield Park, 37-35 Maple Ave., Montclair, NJ 07042 | Comito Associates PC 23 Warren Street Newark, NJ 07102 Danial Salazar 973-642-2446 | $ 10,619,000.00 | 6/27/2022 | 6/13/2023 |
| 21 | Township of Verona 600 Bloomfield Ave. Verona, NJ 07044 973-239-4921 | ADA Improvements at the Municipal Bldg. 600 Bloomfield Ave., Verona, NJ 07044 | Bright View Engineering 5 Pitcairn Dr., Roseland, NJ 07068 John Jahr 732-236-7557 | $ 254,000.00 | 6/27/2022 | 2/28/2023 |
| 20 | Ramsey Board of Education 25 North Franklin Tpke., Ramsey, NJ 07446 | Ramsey High School Vestibule & Parking Lot Upgrades-SA #22.114 Contract B-Site Work for Parking Lot, 256 East Main St., Ramsey, NJ 07446 | Solutions Architecture Corp. 96 Pompton Ave., 2nd Floor Verona, NJ 07044 Deniz Tekeoglu 973-484-4800 DenizT@solutions-arch.com | $ 310,000.00 | 8/26/2022 | 1/20/2023 |
| **19 | County of Hudson, New Jersey 567 Pavonia Ave Jersey City, NJ 07306 201-795-6280 | William J Brennan Courthouse Restoration of the West Entrance 583 Newark Avenue Jersey City, NJ 07306 (Built 1906) | USA Architects 20 N. Doughty Avenue Somerville, NJ 08876 Josh Bousum, 908-722-2300 jbousum@usaarchitects.com | $ 4,633,860.00 | 2/15/2021 | 6/30/2022 |
| **18 | County of Hudson, New Jersey 567 Pavonia Ave Jersey City, NJ 07306 201-795-6280 | William J Brennan Courthouse Renovations 583 Newark Avenue, Jersey City, NJ 07306 (Built 1906) | Rafael Vinoly Architects 375 Pearl St. Fl 31 New York, NY 10038 Dennis Goudas 212-942-5060 dgoudas@vinoly.com | $ 4,242,000.00 | 1/27/2020 | 8/6/2021 |
| 17 | Parsippany-Troy Hills Board of Fire Commissioners Dist. #1 PO Box #73, Mt. Tabor Parsippany-Troy Hills, NJ 07878 | New Firehouse, Mt Tabor Volunteer Fire Dept. Dist. #1 Headquarters 909 Tabor Road Morris Plains, NJ 07650 | NV-5 Architecture PC 800 Lanidex Dr. Parsippany, NJ 07054 Abner Marcaro 973-946-5600 | $ 5,334,713.00 | 1/16/2020 | 4/30/2021 |
| 16 | County of Essex, New Jersey 465 Dr. Martin Luther King Drive Room #335, Newark, NJ. 07102 973-226-8500 | Public Safety Academy Alterations 250 Grove Ave. Cedar Grove, NJ 07009 | County of Essex DPW Melinda Cortez, PE; 973-226-8500 x 2420 mcortez@essexcountynj.org | $ 558,300.00 | 6/6/2019 | 8/4/2019 |

| # | OWNER CONTACT INFO | PROJECT NAME & LOCATION | A/E CONTACT INFO | CONTRACT AMOUNT | DATE OF START | DATE OF COMPLETION |
|---|---|---|---|---|---|---|
| 15 | Bergen County Technical Schools<br>540 Farview Ave.<br>Paramus, NJ<br>201-343-6000 | Landscaping Design Building at BCTS<br>285 Pascack Rd.,<br>Paramus, NJ 07652 | DMR Architects<br>Henry Ossi 201-<br>288-2600<br>henryo@dmrarchitects.com | $ 2,240,000.00 | 6/6/2018 | 5/2019 |
| | | | | | | |
| **14 | County of Passaic<br>Passaic County Procurement Center<br>495 River St., 2nd FL,<br>Paterson, NJ<br>973-881-4353 | Restoration & Rehabilitation of the<br>John W. Rea House<br>675 Goffle Rd.,<br>Hawthorne, NJ 07506 (Built 1810) | Clarke Caton Hintz Architects<br>James Giresi,<br>609-477-7331 jgiresi@cchnj.com | $ 1,614,605.00 | 7/23/2018 | 4/14/2019 |
| 13 | Borough of Ridgefield<br>588 Bergen Blvd,<br>Ridgefield, NJ 07202<br>201-943-5215 | Firehouse Engine Co. 2 Improvements<br>588 Bergen Blvd, Ridgefield,<br>NJ 07657 | Maser Consulting PA Sunny<br>Mullen 973-398-<br>3110<br>smullen@maserconsulting.com | $ 105,000.00 | 08/07/2018 | 10/2018 |
| 12 | County of Union<br>10 Elizabethtown Plaza,<br>Elizabeth, NJ 07202<br>908-820-4275 | Fire Training Academy Alterations<br>710 Lower Rd.,<br>Linden, NJ 07306 | The Musial Group Architects<br>Noel Musial<br>908-232-2860<br>nmusial@themusialgroup.com | $ 1,165,000.00 | 08/18/2018 | 1/2018 |
| **11 | City of Jersey City<br>394 Central Ave, 3rd Floor,<br>Jersey City, NJ<br>201-547-5055 | Loew's Jersey Theatre Structural Repairs at<br>Side Addition<br>54 Journal Square,<br>Jersey City, NJ 07306 (Built 1929) | HMR Architects Lisa<br>Olcsvary<br>609-452-1071<br>olcsvary@hmr-architects.com | $ 258,000.00 | 8/30/2017 | 12/2017 |
| 10 | County of Essex<br>465 Dr. Martin Luther King Blvd.,<br>Newark, NJ 07102<br>973-226-8500 | New Cedar Grove Park & Community<br>Center Building<br>199 Fairview Ave.,<br>Cedar Grove, NJ 07009 | RSC Architects Ken<br>Mihalik 201-941-<br>3040 Kmihalik@rscarchitects.com | $ 2,925,433.00 | 5/12/2016 | 12/7/2016 |
| **9 | Integrity Inc.<br>49 Lincoln Park,<br>Newark, NJ 07102 | Restoration & Rehabilitation of<br>Limestone Entry Stoop at Integrity House<br>103 Lincoln Park, Newark,<br>NJ 07102 (Built 1920's) | LWDMR & Associates Architects<br>John Winckelmann 201-<br>333-5017<br>jwinckelmann@lwdmr.com | $ 82,000.00 | 6/28/2016 | 10/20/2016 |
| **8 | Integrity Inc.<br>49 Lincoln Park,<br>Newark, NJ 07102 | Exterior Building Restoration and Repairs at<br>Integrity House<br>49 Lincoln Park, Newark,<br>NJ 07102 (Built 1890-1900) | LWDMR & Associates Architects<br>John Winckelmann 201-<br>333-5017<br>jwinckelmann@lwdmr.com | $ 108,800.00 | 7/27/2015 | 10/29/2015 |
| 7 | Wallington Public Schools<br>32 Pine St,<br>Wallington NJ 07507<br>973-777-0808 | Masonry Restoration & Related Repairs at<br>Wallington High School<br>234 Main Ave.,<br>Wallington, NJ 07507 | The Architects Alliance<br>Blasé Weimer<br>973-623-7161 weimer@archall.org | $ 791,479.00 | 7/22/2014 | 9/16/2015 |
| 6 | Jersey City Board of Education<br>346 Claremont Ave.,<br>Jersey City, NJ 07305<br>201-915-6000 | Cafeteria Floor Replacement at PS #25<br>Nicolaus Copernicus School<br>3385 John F Kennedy Blvd.,<br>Jersey City, NJ 07086 | Jersey City BOE<br>Dianna Potolino 201-<br>915-6027 | $ 254,600.00 | 6/30/2014 | 8/21/2014 |

| # | OWNER CONTACT INFO | PROJECT NAME & LOCATION | A/E CONTACT INFO | CONTRACT AMOUNT | DATE OF START | DATE OF COMPLETION |
|---|---|---|---|---|---|---|
| **5 | William Paterson University<br>College Hall Room 32,<br>200 Pompton Road,<br>Wayne, NJ 07470 | Exterior Restoration to Haledon/Hobart Hall 200 Pompton Rd,<br>Wayne, NJ 07470 (Built 1877) | Spiezle Architectural Group<br>Anthony Catana<br>609-695-7400<br>architects@apiezle.com | $ 440,000.00 | 6/5/2013 | 1/24/2014 |
| 4 | Passaic Board of Education<br>101 Passaic Ave.,<br>Passaic, NJ 07055<br>973-321-1000 | Façade & Entry Upgrades at Theodore Roosevelt School #10<br>151 Harrison St.,<br>Passaic NJ 07055 | RSC Architects<br>Ray Concepcion<br>201-941-3040<br>info@rscarchitects.com | $ 365,000.00 | 7/1/2013 | 9/30/2013 |
| 3 | Jersey City Board of Education<br>346 Claremont Ave.,<br>Jersey City, NJ 07305<br>201-915-6000 | Roof Renovation at PS #23 Annex & Masonry Repair at Dr. Paul Rafalides School PS #33 Jersey City, NJ 07305 | RSC Architects Steve Botbyl 201-941-3040 sbotbyl@rscarchitects.com | $ 390,000.00 | 9/26/2012 | 3/31/2013 |
| 2 | Jersey City Board of Education<br>346 Claremont Ave.,<br>Jersey City, NJ 07305<br>201-915-6000 | Masonry Repairs to PS 38 & PS 29<br>Jersey City, NJ 07305 | Jersey City Board of Education<br>Dianna Potolino<br>201-915-6027 | $ 350,000.00 | 7/6/2012 | 11/2/2012 |
| 1 | Montclair Board of Education<br>22 Valley Road,<br>Montclair, NJ 07042<br>973-509-4000 | Entrance Stairs Repair & Replacement at George Inness School<br>141 Park St.,<br>Montclair, NJ 07042 | Richard Rigolo Architects<br>Richard Rigolo<br>973-779-8864 rrigolo@optonine.net | $ 90,000.00 | 5/18/2012 | 8/17/2012 |
| | | | | | | |
| | **Notes:** | | | | | |

## STATUS OF CONTRACTS ON HAND

See attached

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 |
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| **TOTALS** | | | | | | |

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

GROVE CONTRACTING, LLC
JOBS IN PROGRESS

| OWNER | JOB/LOCATION | ARCHITECT | CONTRACT AMOUNT | TOTAL UNCOMPLETE | START DATE | END DATE |
|---|---|---|---|---|---|---|
| State of New Jersey Department of Military Affairs 141 Eggerts Crossing Rd., Lawrenceville, NJ 08648 Deborah Soto 609-530-7115 | Administration Building - General Purpose Alterations Lawrenceville, NJ 08648 | DRG Architects 270 Davidson Ave. #303 Somerset, NJ 08873 732-560-7900 | $4,880,000.00 | $ 3,693,866.00 | 4/22/2026 | 5/13/2027 |
| Hamilton Township School District 90 Park Ave. Hamilton, NJ 08690 Katherine Atwood 609-631-4100 | Auditorium Upgrades at Steinert High School 2900 Klockner Rd., Hamilton Square, NJ 08690 | Spiezle Group Inc. 1395 Yardville Hamilton Square Rd. Hamilton, NJ 08690 Melissa Garlatti - 866-974-7666 | $3,920,000.00 | $ 2,778,638.00 | 3/20/2026 | 3/26/2027 |
| Bloomingdale Board of Education 225 Glenwild Ave. Bloomingdale, NJ 07403 Felicia Kicinski 973-838-0555 | Building Addition at the Walter T. Bergen Middle School 225 Glenwild Ave., Bloomindale, NJ 074003 | Gianforcaro Architects 111 Howard Blvd. Suite 203 Mt. Arlington, NJ 07856 908-879-6001 | $17,740,000.00 | $ 13,683,269.00 | 4/20/2026 | classroom additions 8/1/2027 gym renovation 11/1/2027 |
| Westfield Board of Education 302 Elm Street Westfield, NJ 07090 Patricia Ramos 908-789-4400 | Intermediate School Media Center Renovations at Roosevelt Intermediate and Edision Intermediate Schools Westfield, NJ | FKA Architects 306 Ramapo Valley Road Oakland, NJ 07436 201-644-0505 | $2,880,000.00 | $ 1,741,504.00 | 4/20/2026 | 9/21/2026 |
| County of Mercer Department of Purchasing 640 South Broad Street PO Box 8068 Trenton, NJ 08650-0068 Ms. Isamar Moldanado 609-989-6238 | Roof Replacement and HVAC Upgrades at Mercer County Lawrence Library Branch 2571 Brunswick Pike Lawrenceville, NJ 08648 | LiRo Architects & Engineers 333 Thornhall St. Suite 100 Edison, NJ 08837 732-993-5477 | $4,687,377.00 | $ 3,782,911.00 | 4/28/2026 | 12/16/2026 |
| Madison Board of Education 359 Woodland Rd., Madison, NJ 07940 973-593-3100 | Gymnasium Renovations at the Madison High School 170 Ridgedale Ave., Madison, NJ 07940 | Gianforcaro Architects 111 Howard Blvd. Suite 203 Mt. Arlington, NJ 07856 908-879-6001 | $1,600,000.00 | $ 693,183.00 | 4/17/2026 | 9/1/2026 |
| Union County Vocational-Technical Schools 1776 Raritan Rd., Scotch Plains, NJ 08901 Janet Behrmann 908-889-8288 ext 115 | Addition & Alterations to Baxel Hall 1776 Raritan Rd., Scotch Plains, NJ 08901 | DI Group Architecture 15 Bethany Street New Brunskwick, NJ 08901 732-249-6242 | $31,220,000.00 | $ 25,684,507.00 | 4/8/2026 | 8/26/2027 |
| Ramapo Indian Hills Hs District 131 Yawpo Ave., Oakland, NJ 07436 Matthew Bouldin 201-416-8100 ext 3804 | RIH Family & Consumer Science Classrooms Alterations Ramapo HS 331 George St Franklin Lakes, Indian Hills HS 97 Yawpo Ave. Oakland | Solutions Architecture 96 Pompton Ave #2, Verona, NJ 07044 973-484-4800 | $ 2,064,000.00 | $ 1,225,633.00 | 2/13/2026 | 8/28/2026 |
| Cranford Board of Education 132 Thomas Street Cranford, NJ 07016 (908) 272-9100 | Interior Renonvations to Orange Avenue School 901 Orange Avenue, Cranford, NJ 07016 | Lan Associates 445 Godwin Ave., Ste 9 Midland Park, NJ 07432 201-447-6400 | $ 3,150,000.00 | $ 1,987,796.00 | 2/11/2026 | 10/23/2026 |
| Elmwood Park Board of Education 60 East 53rd St., Elmwood Park, NJ 07407 201-796-8700 | Additions & Renovations to the Gantner, Gilbert & 16th Ave. Schools, Elmwood Park, NJ 07407 | Di Cara Rubino Architects 30 Galesi Dr., Wayne, NJ 07470 973-256-0202 | $ 12,992,000.00 | $ 737,717.00 | 7/10/2024 | 6/12/2026 |

GROVE CONTRACTING, LLC
JOBS IN PROGRESS

| | | | | | | |
|---|---|---|---|---|---|---|
| Millburn Board of Education<br>434 Millburn Ave., Millburn, NJ 07041<br>973-376-3600 | Auditorium Renovations at Millburn High School<br>462 Millburn Ave., Millburn, NJ 07041 | Parette Somjen Architects 439 Route 46 E. Rockaway, NJ 07866 973-586-2400 - William Ross | $ 4,911,609.00 | $ 409,283.00 | 12/17/2025 | punch list items only |
| Elmwood Park Board of Education<br>60 East 53rd St., Elmwood Park, NJ 07407<br>201-796-8700 | Second Floor Addition Shell at Gantner Elementary School<br>99 Roosevelt Ave., Elmwood Park, NJ 07407 | Di Cara Rubino Architects<br>30 Galesi Dr., Wayne, NJ 07470 -<br>973-256-0202 | $ 1,725,000.00 | $ 163,847.00 | 1/29/2025 | 6/12/2026 |
| South Orange Village<br>76 South Orange Avenue<br>South Orange, NJ 07079<br>973-378-7715 | South Orange Public Library Renovation and Construction<br>65 Scotland Rd. South Orange Village 07079 | Andrew Berman Architect PLLC<br>77 Chambers St. 4th Floor<br>New York, NY 10007<br>Zachary Hinchcliffe 212-226-5998 | $ 14,120,000.00 | $ 8,280,136.00 | 4/24/2025 | 4/24/2027 |
| Montclair Township Board of Education<br>22 Valley Rd. Montclair, NJ 07042<br>973-509-4000 | Auditorium Renovations at Montclair High School<br>100 Chestnut St. Montclair, NJ 07042 | Parette Somjen Architects<br>439 Route 46 E. Rockaway, NJ 07866<br>973-586-2400 - William Ross | $ 6,652,000.00 | $ 739,373.00 | 6/18/2025 | 6/20/2026 |
| Township of North Bergen<br>4233 Kennedy Boulevard<br>North Bergen, NJ 07047<br>201-392-2000 | North Bergen Public Library Renovations and Improvements<br>8411 Bergenline Avenue<br>North Bergen, NJ 07047 | Milla Architecture Studio<br>137 Lake Road<br>Valley Cottage, NY 10989<br>Kerry-Ann Chin 973-985-3792 | $ 4,469,000.00 | $ 333,088.00 | 7/14/2025 | 6/15/2026 |
| Elmwood Park Board of Education<br>60 East 53rd St., Elmwood Park, NJ 07407<br>201-796-8700 | Mutli Purpose Room & Classroom Additions at Gantner, Gilbert & 16th Avenue Schools | Di Cara Rubino Architects<br>30 Galesi Dr., Wayne, NJ 07470<br>973-256-0202 | $ 19,200,000.00 | $ 7,565,515.00 | 8/26/2025 | 2/28/2027 |
| | | | $136,210,986.00 | $ 73,500,266.00 | | |

## STATEMENT OF COMPLIANCE

## REPLACEMENT OF HOT WATER HEATERS AND STORAGE TANKS AT VARIOUS SITES

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

Manager/Member

Title

## AFFIRMATIVE ACTION AFFIDAVIT

## REPLACEMENT OF HOT WATER HEATERS AND STORAGE TANKS AT VARIOUS SITES

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 Grove Contracting, 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 Grove Contracting, LLC may be debarred from all public contracts for a period of up to five (5) years.

(Signature)

September 1, 2026

Manager/Member

Title (Sole Proprietor, General Partner or Corporate Officer)

Subscribed and sworn to before me

this 1st day of September, 2026

My commission expires 7/7/2030

JULIE A DISPENZIERE
Notary Public - State of New Jersey
Commission # 50018647
My Comm. Expires July 7, 2030

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

## REPLACEMENT OF HOT WATER HEATERS AND STORAGE TANKS AT VARIOUS SITES

**AFFIDAVIT**
**(Prime Bidder)**

State of _____ )
) : SS
County of _____ )

_____, being first duly sworn, deposes and says:

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

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

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

Name of Bidder: _____

Printed Name and Title: _____

_____
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 _____ day of _____, 20_____.

_____

My commission expires _____, 20_____.

Form rev. 8/11/04

**Form of Site Inspection**

**REPLACEMENT OF HOT WATER HEATERS AND STORAGE TANKS AT VARIOUS SITES**

**AFFIDAVIT**
**(Prime Bidder)**

Site inspection not mandatory Grove Contracting, LLC conducted thorough review of contract documents, plans and specifications

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

Michael D Ciccarelli, being first duly sworn, deposes and says:

That he is Manager/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 Grove Contracting, 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, 20 26.

My commission expires July 7, 20 30.

JULIE A DISPENZIERE
Notary Public - State of New Jersey
Commission # 50018647
My Comm. Expires July 7, 2030

**Form of Voluntary Act and Deed Acknowledgement**

**REPLACEMENT OF HOT WATER HEATERS AND STORAGE TANKS AT VARIOUS SITES**

**AFFIDAVIT**
**(Prime Bidder)**

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

Michael D Ciccarelli, being first duly sworn, deposes and says:

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

foregoing proposal or bid, and that the Manager/Member - Michael D Ciccarelli
[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 July 7, 2030.

JULIE A DISPENZIERE
Notary Public - State of New Jersey
Commission # 50018647
My Comm. Expires July 7, 2030

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

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

1. **Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.**

2. **Note: The Division of CC/EEO will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.**

3. **Enter the prime contractor's name, address and zip code number.**

4. **Check box if Company is Minority Owned or Woman Owned**

5. **Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.**

6. **Enter the name and address of the project, including the county in which the project is located.**

7. **Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.**

8. **Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.**

9. **Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.**

10. **Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.**

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

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

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

# STATE OF NEW JERSEY

*DIVISION OF CONTRACT COMPLIANCE*

*EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS*

*FORM AA-201*

*Revised 10/03*

## INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

**Official Use Only**

*Assignment*

*Code*

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

**1. FID NUMBER** 32-0379460

**2. CONTRACTOR ID NUMBER** 28882

**3. NAME AND ADDRESS OF PRIME CONTRACTOR**

Grove Contracting, LLC

(Name)

70 Durrell St

(Street Address)

Verona, NJ 07044

(City) (State) (Zip Code)

**4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]**

**5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT**

Housing Authority of the City of Bayonne
549 Avenue A Bayonne, NJ 07002

**CONTRACT NUMBER** **DATE OF AWARD** **DOLLAR AMOUNT OF AWARD**

**6. NAME AND ADDRESS OF PROJECT**

Replacement of Hot Water Heaters and Storage Tanks at Various Sites

**7. PROJECT NUMBER**

**COUNTY**

Hudson

**8. IS THIS PROJECT COVERED BY A PROJEC LABOR AGREEMENT (PLA)?** ☐ YES ☑ NO

| 9. TRADE OR CRAFT | PROJECTED TOTAL EMPLOYEES | | | | PROJECTED MINORITY EMPLOYEES | | | | PROJECTED PHASE - IN DATE | PROJECTED COMPLETION DATE |
|---|---|---|---|---|---|---|---|---|---|---|
| | MALE | | FEMALE | | MALE | | FEMALE | | | |
| | J | AP | J | AP | J | AP | J | AP | | |
| 1. ASBESTOS WORKER | | | | | | | | | | |
| 2. BRICKLAYER OR MASON | | | | | | | | | | |
| 3. CARPENTER | | | | | | | | | | |
| 4. ELECTRICIAN | 1 | | | | | | | | 10/1/2026 | 1/1/27 |
| 5. GLAZIER | | | | | | | | | | |
| 6. HVAC MECHANIC | 1 | | | | | | | | 10/5/26 | 12/26/26 |
| 7. IRONWORKER | | | | | | | | | | |
| 8. OPERATING ENGINEER | | | | | | | | | | |
| 9. PAINTER | | | | | | | | | | |
| 10. PLUMBER | 4 | | | | 1 | | | | 10/2/26 | 1/1/27 |
| 11. ROOFER | | | | | | | | | | |
| 12. SHEET METAL WORKER | | | | | | | | | | |
| 13. SPRINKLER FITTER | | | | | | | | | | |
| 14. STEAMFITTER | | | | | | | | | | |
| 15. SURVEYOR | | | | | | | | | | |
| 16. TILER | | | | | | | | | | |
| 17. TRUCK DRIVER | | | | | | | | | | |
| 18. LABORER | | | | | 2 | | | | 10/2/26 | 1/10/27 |
| 19. OTHER | | | | | | | | | | |
| 20. OTHER | | | | | | | | | | |

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

(Signature)

10. (Please Print Your Name) Michael D Ciccarelli

(Title) Manager/Member

973-571-1041

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

9/1/2026

(Date)

# STATE OF NEW JERSEY

*DIVISION OF CONTRACT COMPLIANCE*

*EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS*

*FORM AA-201*

*Revised 10/03*

**INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION**

*Assignment*

*Code*

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CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD

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7. PROJECT NUMBER

COUNTY
Hudson

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|---|---|---|---|---|---|---|---|---|---|---|
| | MALE | | FEMALE | | MALE | | FEMALE | | | |
| | J | AP | J | AP | J | AP | J | AP | | |
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| 17. TRUCK DRIVER | | | | | | | | | | |
| 18. LABORER | | | | | | | | | | |
| 19. OTHER | | | | | | | | | | |
| 20. OTHER | | | | | | | | | | |

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

(Signature)

Michael D Ciccarelli — Manager/Member

10. (Please Print Your Name) (Title)

973-571-1041 — 9/1/2026

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

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

# Instructions to Bidders for Contracts Public and Indian Housing Programs

# Instructions to Bidders for Contracts

Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

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

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

**11. Preconstruction Conference** (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# General Conditions for Construction Contracts - Public Housing Programs

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

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

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


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**1. Definitions**

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) "Work" means materials, workmanship, and manufacture and fabrication of components.

**2. Contractor's Responsibility for Work**

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

**3. Architect's Duties, Responsibilities, and Authority**

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

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

**4. Other Contracts**

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

**Construction Requirements**

**5. Pre-construction Conference and Notice to Proceed**

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

**6. Construction Progress Schedule**

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

**7. Site Investigation and Conditions Affecting the Work**

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

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

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

**8. Differing Site Conditions**

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

**9. Specifications and Drawings for Construction**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:
  (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  (2) Protect the lives, health, and safety of other persons;
  (3) Prevent damage to property, materials, supplies, and equipment; and,
  (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:
  (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

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

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

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

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

**17. Temporary Buildings and Transportation of Materials**

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

**18. Clean Air and Water**

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

**19. Energy Efficiency**

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

**20. Inspection and Acceptance of Construction**

(a) Definitions. As used in this clause -

(1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.

(2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

(3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

**21. Use and Possession Prior to Completion**

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

**22. Warranty of Title**

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

**23. Warranty of Construction**

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  (1) The Contractor's failure to conform to contract requirements; or
  (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  (1) Obtain all warranties that would be given in normal commercial practice;
  (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  (3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

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

27. Payments

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

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

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

_____
Name:

_____
Title:

_____
Date:

(f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

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

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

**28. Contract Modifications**

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

**29. Changes**

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

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

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

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

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

**30. Suspension of Work**

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

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

**31. Disputes**

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

**32. Default**

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

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

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

**33. Liquidated Damages**

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $_____Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

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

**34. Termination for Convenience**

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

**35. Assignment of Contract**

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

**36. Insurance**

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount]

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

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

**37. Subcontracts**

(a) Definitions. As used in this contract -

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

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

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

**39. Equal Employment Opportunity**

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

(a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of of race,,, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3), (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training including apprenticeship

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**41. Interest of Members of Congress**

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

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

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

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

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

**44. Royalties and Patents**

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

**45. Examination and Retention of Contractor's Records**

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

**46. Labor Standards - Davis-Bacon and Related Acts**

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

(a) Minimum Wages.

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

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

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

Certificate Number
689722

Registration Date: 07/06/2026
Expiration Date: 07/05/2028

# 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:

Grove Contracting, LLC

2026

**Responsible Representative(s):**

Michael Ciccarelli, Managing Member

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.

# State of New Jersey

PHIL MURPHY
*Governor*

SHEILA OLIVER
*Lt. Governor*

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

ELIZABETH MAHER MUOIO
*State Treasurer*

5-YEAR RECERTIFICATION

**APPROVED**

*under the*

Small Business Set-Aside Act

This certificate acknowledges GROVE CONTRACTING LLC DBA:same as a Category 2 & 4 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

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

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

Peter Lowicki
Deputy Director

**Issued:** 8/31/2023

**Certification Number:** A0398-07

***Expiration:** 8/31/2028

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

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

THIS IS TO CERTIFY THAT THE
HOME IMPROVEMENT CONTRACTORS

GROVE CONTRACTING LLC
Michael D Ciccarelli
70 Durrell Street
Verona NJ 07044

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

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
HOME IMPROVEMENT CONTRACTORS
GROVE CONTRACTING LLC
Home Improvement Business Cont
NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE
02/20/2026 TO 03/31/2027
VALID
SIGNATURE
13VH08937700
License/Registration/Certificate # ACTING DIRECTOR

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
HOME IMPROVEMENT CONTRACTORS
PO BOX 45016
NEWARK, NJ 07101

02/20/2026 TO 03/31/2027
VALID

13VH08937700
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

PLEASE DETACH HERE

**GROVE CONTRACTING LLC**

EXPIRATION DATE **2027**

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS **13VH 08937700** . PLEASE USE IT IN ALL CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED BELOW.

**HOME IMPROVEMENT CONTRACTORS**
**PO BOX 45016**
**NEWARK, NJ 07101**

RINT YOUR NEW **ADDRESS OF RECORD** BELOW.
OUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON OUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE VAILABLE TO THE PUBLIC.

HOME ☐
BUSINESS ☐

TELEPHONE
NCLUDE AREA CODE

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

HOME ☐
BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Grove Contracting, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

70 Durrell Street

6 City, state, and ZIP code

Verona, NJ 07044

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 3 | 2 | – | 0 | 3 | 7 | 9 | 4 | 6 | 0 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** [signature] **Date** 9/1/2026

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Grove Contracting, LLC.
70 Durrell Street
Verona, NJ 07044

Phone: 973-571-1041
Fax: 973-571-1043

## TRADE REFERENCES

- Ken Mahalik, AIA - Netta Architects; (973) 379-0006
- Steve Botbyl – Project Manager, RSC Architects (201) 941-3040
- Nick Naik, President, Zenith Construction Services, Inc. (973) 674-2500
- Diane Corter – Kearny Bank Assistant Vice President (973) 226-7911
- Michael J. Hanrahan, AIA, Principal, Clark Canton Hintz (609) 883-8383
- Sanjeev Varghese, PE Public Works Director & County of Essex Engineer (973) 226-8500 x2660
- Jim Brighton, AIA, Principal, NV5 Architecture, PC (973) 946-5634
- Dennis Goudas, AIA LEED AP, Rafael Vinoly Architects (212) 924-5060
- Conor O'Brien, Project Executive, Legacy Construction Management (732) 864-1340
- Mark Jacobus, Business Administrator/Board Secretary, Elmwood Park BOE (201) 796-8700 x3175

## BANKING, INSURANCE, & FINANCIAL REFERENCES

- Diane Corter/Manager, Kearny Bank, 973-226-7911
- Roger Smith, Principal, Professional Insurance Associates, 201-599-8155
- Joe Catania, Principal, Anderson & Catania Surety Services, LLC, 302-762-7599
- Mark Gittelman, CPA, MS, President, Gittelman & Co., PC 973-778-8885

**Grove Contracting, LLC.**
70 Durrell Street
Verona, NJ 07044

Phone: 973-571-1041
Fax: 973-571-1043

# CONSTRUCTION EQUIPMENT

Grove Contracting, LLC controls all necessary equipment to accomplish the work described in contract documents during the contract term (Below is a partial list)

| | |
|---|---|
| Yard/Garage: | 225 Belmont Ave. Belleville, NJ<br>3000 SF Garage/Storage<br>2000 SF Lot<br>11 Vreeland Lane, Cedar Grove, NJ garage |
| Vehicles: | 2006 Ford F450 Rack Body Dump Truck<br>2013 Ford F150 Pick-up Truck<br>2014 Dodge Ram Pick-up Truck<br>2012 Flat Bed Trailer<br>2018 Dodge Ram Promaster |
| Equipment: | 1 - Lull All Terrain Forklift<br>4 – 7CF Mortar Mixers<br>2 – Plate Tampers<br>2 – Jumping Jack Tampers<br>2 – 1 ½ yard Garbage Hoppers<br>2 – 20" Masonry Table Saws<br>350 – 5' x 6' Scaffold Frames<br>500 – Mason Plank<br>4 – Generators/Pumps |
| Hand Tools: | 4 – Circular Saws<br>5 – Hammer Drills<br>2 – Hilti Guns<br>4 – Cordless Tool Packs |

# RTIFICATE OF PARTICIPATION

THE FOLLOWING COMPANY

**Grove Contracting LLC**

:NDMENTS TO N.J.S.A. 34:11 -56.50 AND N.J.S.A. 34:11-56.52(6), ABC-NJ CERTIFIES PARTICIPATION IN
TERED APPRENTICESHIP PROGRAM BY ACTIVELY PARTICIPATING IN THE ERISA TRUST.

ABC-NJ - ERISA TRUST PARTICIPATOR TRADE(S) COVERED BY PARTICIPATION:

| | | | |
|---|---|---|---|
| ___ | Floor Cover Layer | ___ | Plumber |
| X | Glazier, Architectural | ___ | Roofer* |
| ___ | HVAC/R Technician | ___ | Sheet Metal Worker |
| X | Insulator, Thermal | ___ | Sprinkler Fitter |
| X | Operating Engineer (Heavy Equipment) | ___ | Structural Iron Worker |
| ___ | Millwright | ___ | Tile Finisher |
| ___ | Painter (Industrial Coating and Lining) | X | Tile Setter |
| X | Painter (Commercial/Residential) | ___ | Truck Crane Operator |
| ___ | Pipefitter | ___ | Truck Driver, Heavy |

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Samantha Dealmeida Roman

SAMANTHA DEALMEIDA ROMAN
ERISA EXECUTIVE MANAGER

**EXPIRES: 4/30/2027**

**Roofer Registered Apprenticeship took effect on December 18, 2025.*

# RESUME

***MICHAEL CICCARELLI, SENIOR PROJECT MANAGER***
***GROVE CONTRACTING, LLC***

**QUALIFICATIONS SUMMARY:**

- 47 years of Construction Experience
- 37 years Experience as Project Manager / Superintendent
- Experienced with Complex Multi-Phased Projects up to $35M
- Ability to Manage and Accommodate Multiple Stakeholders Interests
- Diverse Construction Experience

**EDUCATION:**

Nutley High School, International Union of Bricklayers and Allied Craft workers, Various courses in continuing education (see Professional Qualifications section below).

**PROFESSIONAL QUALIFICATIONS:**

Training and Certifications: NSE – Drafting, BCANJ/AGCA Project Management; OSHA 30 Hr., Other various concrete/masonry application certifications, MS Office.

**RELEVANT PROJECTS:**

Please refer to the attached Grove Contracting, LLC Completed Projects List.

*****Please note; Detailed project scope information can be furnished upon request.*****

**REFERENCES:**

- James Baldino, Consultant, Avalan Consulting, LLC; (973) 632-6916, (46 year relationship)
- Ken Mahalik, AIA, RSC Architects; (201) 941-3040 (34 year relationship)
- Steve Botbyl, Project Manager, RSC Architects; (201) 941-3040 (34 year relationship)
- Nick Naik, President, Zenith Construction Services, Inc.; (973) 674-2500 (19 year relationship)
- Branch Manager/VP, JPMorgan Chase Bank, NA; (973) 571-2352 (14 year relationship)
- Michael J. Hanrahan, AIA, Principal, Clark Canton Hintz, (609) 883-8383 (11 year relationship)
- Roger Smith, Principal, Professional Insurance Associates; 201-559-8155 (11 year relationship)
- Sanjeev Varghese, PE, Public Works Director & County of Essex NJ Engineer; (973) 226-8500 x 2660 (6 year relationship)
- Joe Catania, Principal, Anderson & Catania Surety Services, LLC ; (302) 762-7599 (9 year relationship)
- Mark I Gittelman, CPA, MS, President, Gittelman & Co, PC; (973) 778-8885 (9 year relationship)
- Henry Ossi, CPE, LEED AP, ICS, Principal, DMR Architects; (201) 288-2600 (9 year relationship)
- Jim Brighton, AIA, Principal, NV5 Architecture, PC; (973) 946-5634 (7 year relationship)
- Dennis Goudas, AIA, LEED AP, Rafael Vinoly Architects; (212) 924-5060 (7 year relationship)

# RESUME

## *MICHAEL D. CICCARELLI, MANAGING MEMBER / PROJECT EXECUTIVE, GROVE CONTRACTING, LLC*

**QUALIFICATIONS SUMMARY:**

- 23 years of Construction Experience
- 14 years Experience as Principal / Project Manager / Superintendent
- Experienced with Complex Multi-Phased Projects up to $35M
- Ability to Manage and Accommodate Multiple Stakeholders Interests
- Diverse Construction Experience

**EDUCATION:**

Cedar Grove High School, Caldwell College, MBA and Masters Concentration in Accounting, Various courses in continuing education (see Professional Qualifications section below).

**PROFESSIONAL QUALIFICATIONS:**

MBA and Masters Concentration in Accounting, Training and Certifications: ABC/NJ Project/Safety Management; OSHA 30 Hr., Other various concrete/masonry application certifications, MS Office, MS Projects, and QuickBooks, and other CM Systems/Portals.

**RELEVANT PROJECTS:**

Please refer to the attached Grove Contracting, LLC Completed Projects List.

*****Please note; Detailed project scope information can be furnished upon request.*****

**REFERENCES:**

- James Baldino, Consultant, Avalan Consulting, LLC; (973) 632-6916, (24 year relationship)
- Phil Wagenti, VP, Kearny Bank; (800) 273-3406 (4 year relationship)
- Branch Manager/VP, JPMorgan Chase Bank, NA; (973) 571-2352 (10 year relationship)
- Roger Smith, Principal, Professional Insurance Associates; 201-559-8155 (7 year relationship)
- Ken Mahalik, AIA, RSC Architects; (201) 941-3040 (24 year relationship)
- Steve Botbyl, Project Manager, RSC Architects; (201) 941-3040 (24 year relationship)
- Nick Naik, President, Zenith Construction Services, Inc.; (973) 674-2500 (19 year relationship)
- Michael J. Hanrahan, AIA, Principal, Clark Canton Hintz, (609) 883-8383 (11 year relationship)
- Sanjeev Varghese, PE, Public Works Director & County of Essex NJ Engineer; (973) 226-8500 x 2660 (10 year relationship)
- Joe Catania, Principal, Anderson & Catania Surety Services, LLC ; (302) 762-7599 (9 year relationship)
- Mark I Gittelman, CPA, MS, President, Gittelman & Co, PC; (973) 778-8885 (9 year relationship)
- Henry Ossi, CPE, LEED AP, ICS, Principal, DMR Architects; (201) 288-2600 (9 year relationship)
- Jim Brighton, AIA, Principal, NV5 Architecture, PC; (973) 946-5634 (7 year relationship)
- Dennis Goudas, AIA, LEED AP, Rafael Vinoly Architects; (212) 924-5060 (7 year relationship)
- Angela Gomez, RA, AIA, NCARB, Sr Lead Architect, PS&S Architects & Engineers (732) 584-0448 (3 year relationship)

# ADAM KUTARNIA

31 Orange Ave, Clifton, 07013

**862-377-4192** **adamkutarnia@gmail.com**

## EMPLOYMENT HISTORY

### Project Manager, Grove Contracting ..... Aug 2023
Verona, NJ

- Plan all construction operations and schedule intermediate phases to ensure deadlines will be met
- Negotiate contracts with external vendors
- Collaborate with engineers, architects etc. to determine the specifications of the project
- Oversee and supervise construction project progress and provide reports on timeline, progress, and adjustments
- Ensure that projects are completed on time and within budget

### Construction Administrator, DMR Architects ..... Jan 2019 — Aug 2023
Hasbrouck Heights, NJ

- Help ensure the project stays on track and meets quality standards.
- Review submittals/RFIs
- Review proposed change orders
- Review contractors work schedules to make sure work is completed in accordance with Contract
- Review and approve contractor's monthly payment applications.

### Project Manager, Klavish Construction ..... Jun 2016 — Jan 2019
Elmwood Park, NJ

- Compile and plan budgets, cost estimates, and other financial estimates
- Order and manage materials and equipment
- Ensure that projects are completed on time and within budget
- Coordinate, plan, and manage schedules with General Contractors

## EDUCATION

### Montclair State University ..... Sep 2012 — May 2016
*B.S. in Business Administration, Finance* Montclair, NJ

## SKILLS

Microsoft Excel .....
Communication .....
Effective Time Management .....
Ability to Multitask .....
Creative Thinking .....
Computer Skills .....

## LANGUAGES

Polish ..... ***Native speaker***
Spanish ..... ***Working knowledge***

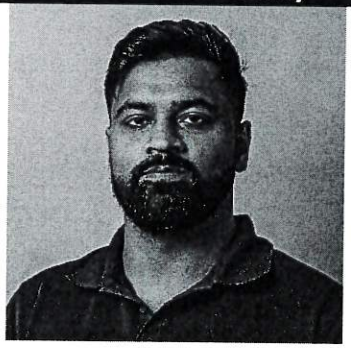
| | |
|---|---|
| **Name** | SAM, HASSAN LATIF |
| **Email** | HassanLatifpe@gmail.com |
| **Mobile** | (201)-362-9828 |
| **Address** | Franklin Lakes, NJ |



## Resume Introduction

My expertise extends from Project Management to Architectural/MEPS estimating. Having successfully led initiatives such as L&L Holding's TSX Theatre & Hotel and Bloomberg's 919 3rd Ave, I am well-equipped to oversee construction projects seamlessly. My collaborative and multilingual approach, coupled with technical acumen, positions me as an ideal candidate for your construction needs.

## Professional Summary



*Accomplished Construction Estimator and Project Manager with 6+ years of experience delivering multi-million-dollar projects. Broad estimating expertise with a specialization in MEPS trades, leading preconstruction, cost estimation, and value engineering to ensure timely, budget-compliant, high-quality outcomes. Proven leadership in project management and superintendent roles, known for aligning teams, optimizing resources, and driving operational efficiency. Skilled in building client relationships, strategic decision-making, and maintaining regulatory compliance.*

## Experience History

| | | |
|---|---|---|
| **Grove Contracting**<br>**Cedar Grove, NJ**<br>*February 3, 2025* | *6 years* | Project Manager at Grove Contracting overseeing multimillion-dollar public and educational projects, including the $15MM South Orange Public Library and $6MM Montclair High School Renovation. Skilled in bid analysis, project buyouts, scheduling, pay management, contract writing, and scope coordination to ensure on-time, on-budget delivery. |
| **Structuretone**<br>**New York, NY**<br>*January 3, 2019* | *6 years* | -Led key projects as P.M. / Superintendent, including TSX Hotel and Theater, Bloomberg's 919 3rd Ave office fit-out, and KPMG's 10-floor Design/Build, ensuring timely and budget-conscious delivery.<br>-Developed comprehensive estimates with a specialty in MEPS and cost projections, optimizing project budgets and enhancing value engineering.<br>-Streamlined processes to boost efficiency, reduce costs, and drive team productivity across high-profile projects. |
| **AWZ Engineering**<br>**Montville, NJ**<br>May 2017- January 2019 | *2 years* | -Led the design and submission of site plans for residential and commercial projects across NY, NJ, PA, and CT, ensuring regulatory compliance and timely approvals.<br>-Strengthened relationships with planning board members across multiple municipalities, facilitating smoother permitting and project approvals. |

| | | |
|---|---|---|
| | | -Conducted feasibility studies and ensured projects adhered to local ordinances, streamlining the permitting process and driving project readiness. |
| **Atlantic Engineering Labs**<br>**New York, NY**<br>**January 2014- May 2017** | *3 years* | -Conducted inspections for fire-rated construction, fireproofing, fire stopping, and steel welds, ensuring regulatory compliance.<br>-Delivered timely inspection reports, recommended corrective actions, and facilitated adherence to safety standards.<br>- Notable Projects include Pfizer's 66 Hudson 10 Floor Fit-out, United Nation Headquarter's Penthouse Suite, Little Island at Pier 55 |

## External Professional References

*Domenick DiNizo*

- *Client Rep for TSX Theater Fit Out Project*
- *Vice President of L&L Holdings Company*
- *Domenick.dinizo@ll-holding.com*
- *(646)-341-8698*

*Andrew Maziarski*

- *Historical Plaster Renovations at TSX Theater Fit Out Project*
- *Project Manager at Evergreene Studios*
- *AMaziarski@Evergreene.com*
- *(212)-244-2800*

*Debora Barros*

- *Senior Architect at Wiss Janney Elstner WJE*
- *DBarros@WJE.com*
- *(646)-343-0653*

## Education

*Bachelor of Science in Civil Engineering with a Minor in Business*
*New Jersey Institute of Technology, Newark, NJ*
*January 2014 – August 2018*

## Certifications

***NYCDOB-SST***
***OSHA 30***

## Memberships

*St. Peter's Amateur Wrestling Team*
*NJIT MSA Group -Vice President*
*Structure Tone Recruitment Team Lead*

## Technical Proficiencies

- **Project Management Software:** CMIC, Buildingconnected, Vendorcafe, Ebuilder, Kahua
- **Design & Coordination Tools:** AutoCAD Civil 3D, Revit, BlueBeam, SharedFile, Plangrid,
- **Cost Management & Estimation Tools:** RSMeans, Excel, On-Screen Takeoff
- **Collaboration Platforms:** Office Suite, Microsoft Project Scheduling, Google Products, ChatGPT

## Notable Projects

- Hermes 550 Madison- STO Estimating
- SL Green Realty- Willow Tree Capital Partners- STO Estimating
- Lixil StairCase Showroom- 11007999- STO Estimating
- KPMG Floors 13 to Floor 24- 11008559 -STO MEPS
- St. Regis New York -11008534 -STO MEPS
- Hermes 550 Madison -11008515-STO MEPS
- Lowenstein Sandler -11008140-STO MEPS
- Alliance Bernstein -11008096-STO Opertation
- TSX Broadway Theater Fitout -51000043T- STO Operations
- Bloomberg 919 3rd Ave PH4 -11007543-STO Operations

# Nick Mistry

Bridgewater, New Jersey | jinshmistry@gmail.com | 908-288-4716

(Permanent resident of the United States, **No Work sponsorship required**)


## Education

Master of Science, Civil Engineering — Clarkson University Potsdam, NY, USA
2007 – 2008
USA

Bachelor of Engineering, Civil Engineering — Veermata Jijabai Technological Institute (VJTI)
2004 – 2007
Mumbai, India

Diploma (Associates), Civil and Environmental Engineering — Veermata Jijabai Technological Institute (VJTI)
2000 – 2004
Mumbai, India

## Prominent Projects Executed

29 story High rise and mid rise projects in Jersey City – Over 200 Units with high end residential, bowling Alley, Golf courts, state of the art amenities .
300 units, retail, large landscape, residential spaces swimming pool – Flemington, NJ The Enclave Project link
84 units Retail - large event hall (converted from an existing bank), co-working office spaces, residential – Union, NJ Project link
85 units retail, residential projects – Morristown, NJ Project link
Retail & Hospitality – Marriot Hotels Woodbridge, NJ Project link North Brunswick, NJ Project link
Several other projects in NY – NJ – PA areas

Skills: Client Relationship Management, Construction scheduling, Conflict Resolution, Mentoring, Problem-Solving, Negotiation, Contract administration, Team Building, Team Management, Preconstruction to Closeout, Budgeting, Estimating, Construction Safety

## Professional Experience:

**Highrise Construction (General Contractor, Jersey City): Senior Project Manager, Construction (May 2023 – Current)**

- Worked on multiple high rise, midrise and commercial projects in Jersey City
- Detailed Budgeting, buyouts of different trades
- Preparing scopes and detailed project schedules
- One point contact with ownership with minimal to no oversight
- Managing junior project team
- Bringing in sub-contractors as needed
- AIA contract negotiation with trades
- Detailed coordination with ownership, architects, engineers, consultants, etc
- Raising RFI's with the concerned stakeholders and getting timely responses
- Raising change orders per terms of contract
- Raising timely invoices with ownership and satisfying bank inspections
- Leading weekly OAC and internal sub meetings
- Tracking long lead items and ordering them ahead of time in coordination with the schedule
- Seeking alternate engineering approvals for long lead items
- Project closeout documentation and facilitating required training to ownership/staff

**GN Management: Owners Rep, Construction – (Ownership)**

- Worked on High Rise Projects in Jersey City, NJ
- Mixed-use projects with commercial retail spaces, Golf courts, Bowling alley, residential units, office spaces overlooking the NYC skyline
- Reported to the Board Ownership with minimal to no regular oversight.
- Detailed coordination efforts with GC, Architects, Engineers, Consultants, interior designers, FF&E, etc.
- Complete profit and loss responsibility of the project. Decision maker on change orders, procurements
- Tracked the progress of GC with the schedule submitted as well as the financials of the project
- Oversaw OAC meetings conducted by project team to discuss RFIs and project progress milestones

- Regular site visits to check the quality of work and address any issues
- Approved requisitions per the work progress; made sure we had waivers, and supply-side documentation requisite insurance, pictures, and storage evidence.
- Coordinated with the lenders, walked through, and answered queries with supporting documentation.
- Spearheaded preparation of detailed supporting documentation w/attorneys, principals for claims
- Took active leadership with management to amicably resolve claims and disputes per AIA contract.

**March Associates (General Contractor): SPM, Construction (March 2019 – May 2023)**

- Relationship management with all agencies; managed over 38 subs and all internal & external stakeholders
- Managed large projects simultaneously with retail – Amenity – commercial space projects of over $150 million.
- Profit and loss level responsibility of the projects. Full ownership of the project from inception to closing out.
- One-point contact between Ownership, GC, subs, lenders, Utility companies, architects, Engineers, and consultants
- Coordinating submittals, identification of long lead items; seeking alternate approvals.
- Getting Subs their required answers on RFI's to not delay the project.
- Raising RFI's, change orders, discussion of change orders with ownership, engineers, etc.
- Spearheaded Weekly sub and ownership meetings (OAC); subsequent minutes prep and follow-up.
- Managing junior PMs, APMs, and Supers and worked as a team for optimal success of the project.
- Managing requisitions; subsequent approval post field verification; revision as necessary.
- Walkthrough with the Lender's Professional Engineer for approval of the requisition.
- Contract and scope management with ownership, subs, and work order contracts.
- Rough takeouts and buyouts as the project progressed.
- Turned around tough projects and brought them back on schedule.

**Sharp Management (General Contractor, Century 21 group): Senior PM, Construction (June 2016 – March 2019)**

- Managed projects with retail/commercial space projects of over $125 million.
- Creating effective and optimal systems and communication plans for managing the entire workflow.
- Effective coordination between internal and external stakeholders.
- Management of over 25 subs of various trades and their inter-dependences.
- Raising and resolving RFI's with agencies for various aspects of work.
- Preparing contracts, writing up contract scope, verifying scope sheets, preparing leveling sheets, and the award of scope with effective negotiation per budget
- All in Procore - Subcontractor requisitions, verification, approval, Preparation of client master bill
- Verifying change orders, potential change orders, getting approvals from the client
- Spearheading subcontractor meetings and participating in owner meetings with senior management.

**Formation capital (Private equity company): Owners Rep/SPM, Construction (Jan 2011 – June 2015)**

- Owners SPM for multiple projects in NY-PA-NJ
- Complete budget and construction management ensuring on-time completion of projects.
- Brand Hospitality and Multi-family projects under execution
- RFPs for selecting lead GC and other subcontractors.
- Coordinated with the team of Architects, Brand company representatives, Structural Designers, General Contractors
- Incorporated artistic changes in drawings per the owner's vision and coordinated a fit-in with the architect
- Structural re-design and township permits for the changes.
- Drafted and executed legal construction contracts.
- Interacted with and managed all stakeholders with effective communication plans.

**Al Engineers, Inc. Middletown, Connecticut: Structural Engineer (Jan 2009 – Dec 2011)**

- Load Rating, structural analysis, and techno-managerial functions
- On-site bridge inspections as a team leader
- Formed a techno-managerial team, "The Bridge Tech Group" for appraisal and technical appreciation of projects for the firm. Using this tool to cope with the difficult economic situation in the United States at the time
- Proposed new technology ideas to be proposed to the state DOTs for enhancement of the company

**Middlebrook+Louie, San Francisco, California: Structural Engineer (Internship) (April 2008 – July 2008)**

- Member of the design team on the New Doha International Airport concourse buildings and hangers
- Reviewed drawings and made structural models for design
- Structural quantity take-offs and supporting senior members of the team
- Modelled the airport buildings and hangers on STAAD, BEAVA, Ramsteel
- Simulated loads on structures and conducted structural analysis for limits and stress patterns
- Writing reports of work and projects for senior members of the team
- Prepared detailed notes of work and assisted Professional Engineers in design review

**Software Proficiency**: Procore (certified), Bluebeam Revu, Timberscan, MS Project, MS Office, etc

**Scholarships:**

- Received the 2007-08 prestigious Katharine & Bryant Mather Scholarship from the American Concrete Institute for the Master's program my Master of Science – Link
- Received two awards for excellence in academics from VJTI
- Received cash awards for standing in all state merit list

# VIDAS STANKEVICIUS

## OBJECTIVE

To get a challenging job in Building & Architectural Industry to apply my existing knowledge and managerial skills

## EDUCATION

- ***Bachelors of Sciences in Civil Engineering/B.S.C.E.*** — ***2008***
  New Jersey Institute of Technology — New Jersey, USA
- ***Bachelors of Structural Engineering and Architecture*** — ***2000***
  Kaunas University of Technology — Kaunas, Lithuania

## CERTIFICATIONS

- ***MTA/NYTA***– Approved as Quality Control Manager For MTA
  MTA / NYTA
- ***MTA/NYTA***– Approved as Project Manager for MTA
  MTA / NYTA
- ***OSHA 30 Hour Construction Industry Outreach Training***
  *OSHA*
- ***Construction Quality Management Certificate***
  US Army Corps of Engineers
- ***Fall Management For Supervisors***
  Zurich
- ***4 Hour Scaffold Training***
  ISG
- ***MTA / NYCT Track Safety***
  *MTA / NYCT*
- ***MTA / NYCT Construction Safety Workshop***
  *MTA / NYCT*
- ***First aid Certificate***
  *OSHA*

## AREAS OF EXPERTISE

- Project Management
- General Office Administration
- Inventory Management
- On-site Construction Projects
- Shipping & Handling
- General Computer Work

6 Washington St, Harrison, New Jersey - 07029
PHONE 973-885-1810 • E-MAIL vidas_stankevicius@yahoo.com

## EXPERIENCE

**90Ninety**

***$385,000,000***

Commercial Two Towrs Multifamily 715,000SF 614 units

***October, 2022 –October, 2023***

***Skycore Builders Inc.***
**44 South Broadway**
**11 Floor**
**White Plains, NY, 10601**

The 715,000 SF, mixed-use 90Ninety development in Downtown Jamaica.
Two towers with complex façade, balconies, courtyard and below grade parking.

- Superstructure, Elevators Project Manager
- Managing and coordinating personnel, budget, administration and operational activities involved in all phases of the project, from their initial conception through completion and opening of the facility.
- Providing ongoing interface with contractors, construction managers, owners on project issues
- Managing and coordinating personnel, budget, administration and operational activities involved in all phases of the construction of the project, from their initial conception through completion and opening of the facility.
- Providing ongoing interface with contractors, construction managers, owners.
- Working with architect/engineer of record regarding change orders, interpretation of contract documents, shop drawing submittals/approvals and other technical matters as required to ensure a structurally sound, code compliant and aesthetic facility
- Issuing field memoranda or directives to contractors to enforce contract compliance
- Facilitating the senior management with the project progress monitoring
- Reviewing contractors' claims or disputed work and reporting to senior management
- Supporting & Implementing Project Process Flow
- Project Review Meetings with relevant staff members
- Managing issues and problems raised in field reports made by architects and construction management staff.
- Following the Project Plan, tracking various milestones

**NYC School Construction Authority**

New School Construction - Public School PS667k — ***$210,000,000***
Rehabilitation of Numerous Schools — ***Up to $15,000,000 Each Project***

***August, 2016 –September, 2021***

***MCkissack Group;***
***HAKS;***
**40 Wall Street,**
**New York, NY, 10005**

**Project Officer Level 2**

- Managing and coordinating personnel, budget, administration and operational activities involved in all phases of assigned school construction projects, from their initial conception through completion and opening of the facility.
- Providing ongoing interface with contractors, construction managers, local school personnel and Senior Project Officers on project issues
- Working with architect/engineer of record regarding change orders, interpretation of contract documents, shop drawing submittals/approvals and other technical matters as required to ensure a structurally sound, code compliant and aesthetic facility
- Issuing field memoranda or directives to contractors to enforce contract compliance
- Facilitating the senior management with the project progress monitoring
- Reviewing contractors' claims or disputed work and reporting to senior management
- Supporting & Implementing Project Process Flow
- Project Review Meetings with relevant staff members
- Managing issues and problems raised in field reports made by architects and construction management staff.
- Visiting various job sites as required
- Following the Project Plan, tracking various milestones

***March, 2016 –August, 2016***

***HAKS***
**40 Wall Street,**
***New York, NY, 10005***

**Project: NYC Department of Homeless Services**
**Special Task Team for NYC Mayor Office** — ***$80,000,000***

133 Hoyt St, Kearny, New Jersey - 07032
PHONE 973-885-1810 • E-MAIL vidas_stankevicius@yahoo.com

Inspections, DHS Shelter repair work and DOB violation removal

*September, 2014 – October, 2015*

*JMC Stone Corp.*
323 Willis Ave.
Mineola, NY 11501

**Project: Grand Central Terminal Leak Remediation Phase 2**
Exterior Stone Façade Restoration
**New York, NY** ***$28,000,000***

*August, 2013 – October, 2015*

*JMC Stone Corp.*
323 Willis Ave.
Mineola, NY 11501

**Project: Rehabilitation of The High Bridge Over The Harlem River**
**Rehabilitation of the Historical Bridge**
Manhattan / Bronx, NY ***$62,000,000***

*March, 2009 –June, 2011* ***M.A. Angeliades, Inc., LIC, NY***

**Project: Medgar Evers Collage / DASNY**
**Construction of the Academic Building # 5** ***$380,000,000***
Brooklyn, NY

*June, 2006 – March, 2009* ***M.A. Angeliades, Inc., LIC, NY***

**Project: Church Avenue Station**
**Up Grade of Church Ave. Station for ADA Accessibility** ***$18,500,000***
Brooklyn, NY

**Project Manager**

- Requisitions, Payments to Subcontractors
- Scheduling: Project Schedules, Two Week, Four Week, Six Week Look A Head Schedules, Weekend Work Schedules

- Establishing & Implementing various administrative procedures for the project
- Facilitating the senior management with the project progress monitoring
- Managing various aspects of the projects including weekly Cost Reports, Sub contractors meetings, Budget Monitoring,
- Supporting & Implementing Project Process Flow
- Project Review Meetings with relevant staff members
- Ensuring regulatory compliance for the project with respect to labor and local laws
- Coordinating project budget estimates, project billing, project accounts receivables
- Coordination of various project activities and meetings involving engineers, architects, designers and clients.
- Project Communication various project members and related personnel
- Following the Project Plan, tracking various milestones

***Jan, 2005 – June, 2006*** ***RCDolner LLC, New York, NY***

**Project: 92 Greene / 109 Mercer St.,**
**Apartment Buildings** ***$19,500,000***
**New York City, NY**

**Project: 50 Madison Ave.,**
**Apartment Building** ***$16,500,000***
**New York City, NY**
*50madison.com*

**Project Manager**

- Establishing & Implementing various administrative procedures for the project
- Facilitating the senior management with the project progress monitoring
- Managing various aspects of the projects including weekly Cost Reports, Sub contractors meetings, Budget Monitoring, Scheduling,
- Supporting & Implementing Project Process Flow
- Project Review Meetings with relevant staff members
- Ensuring regulatory compliance for the project with respect to labor and local laws
- Coordinating project budget estimates, project billing, project accounts receivables
- Coordination of various project activities and meetings involving engineers, architects, designers and clients.
- Project Communication various project members and related personnel
- Following the Project Plan, tracking various milestones

***Mar, 2003 – Dec, 2004*** ***Cruz Construction Corporation, Holmdel, NJ***

**Assistant Project Manager**
**Pompton Lakes Dam Flood Control Project** ***$ 9,000,000***
**U.S. Army Corps of Engineers**

- Create Project Documents, Shop Drawings/submittals, work site plans, etc. using AutoCAD software.
- Assist Quality Control Manager on a daily basis (submittals, reports, filings).
- Liaison for various subcontractors and on-site personnel
- Coordination of work flow for the project & Record Maintenance
- Construction quality inspections, quotations, construction records, CQM Preparatory Meetings, time & materials record keeping, Invoices and Bill approval, Daily reports,
- Order materials and deal with suppliers & assist Project Manager.

## COMPUTER KNOWLEDGE

- **Primavera 6, All Project Management Programs,**
- **AutoCAD**:
  - CIVIL BUILDINGS designing, their planned, dimensional and constructional structures.
  - Constructional elements of civil buildings (bedding, walls, span, roofs, stairs, windows, doors,) & Principles of Industrial Buildings
  - Civil buildings framework and its elements.
  - Architectural & Design project of a civil building
  - Constructions of industrial buildings: framework, walls, windows, external dormers, etc. Architectural and design project of an industrial building.
- Computer Languages: Basic understanding of PASCAL
- Operating Systems: Microsoft **Windows**
- Software: Dell **Image Expert**, **Microsoft Office - Microsoft Word, PowerPoint**)

## LANGUAGES

Fluent in Lithuanian, Russian & English

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