

SPECIFICATIONS

REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1) AND PAMRAPO GARDENS ANNEX (12-6A)

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

**MR. JOHN MAHON
EXECUTIVE DIRECTOR**

SEPTEMBER 29, 2023

ARCHITECT/ENGINEER

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

REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1) AND PAMRAPO GARDENS ANNEX (12-6A)

Housing Authority of the City of Bayonne

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INVITATION TO BID

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

The Housing Authority of the City of Bayonne is receiving bids for **REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1) AND PAMRAPO GARDENS ANNEX (12-6A)**.

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

Parties interested in submitting a Sealed Bid may retrieve a detailed Bid Package, which more fully states the requirements of the Bid from the Authority's website at www.bayonneha.org/bids beginning on **October 6, 2023**. Any questions can be directed to epacyna@bayonneha.org.

Bids must be received no later than **FRIDAY, NOVEMBER 3, 2023 AT 11:30 AM** prevailing time at the office of the Housing Authority of the City of Bayonne, at the address set forth above, **549 Avenue A, Bayonne, NJ 07002** in order to be considered. Bids must be submitted in a sealed envelope, addressed to the Authority, as directed by the Specifications. Envelopes shall contain, on the exterior, the designation of the contract for which the bid is entered, and the name, address and telephone number of the Bidder. An original and two (2) copies should be submitted.

Walkthroughs will be conducted individually and by appointment. Masks must be worn and appropriate distancing observed due to Covid-19. Please call Michael Pacyna at 201-339-8700 and press 2 for the maintenance department, or e-mail mpacyna@bayonneha.org. Access to the buildings at any other time is restricted and wholly at the owner's discretion.

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

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

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

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

The Invitation for Bid and the contract awarded to it comply with the fair and open process, established and further defined by N.J.S.A. 19:44A-20.7. Consequently, the provision of N.J.S.A 19:44A-20.5 and N.J.S.A 19:44A-20.26, as to campaign contributions, do not apply to the Invitation to Bid and the contract to be awarded hereunder.

Each Bidder must submit, with its Bid, security in the amount indicated below. No bidder may withdraw its Bid for a period of sixty (60) days after the actual date of opening thereof without the consent of the Authority.

<u>Amount of Bid</u>	<u>Bid Guarantee</u>
Up to \$200,000	10% of Bid
\$200,000 to \$400,000	\$20,000
Over \$400,000	5% of Bid

All Bidders are hereby notified that compliance with the most recently published and applicable Davis-Bacon Wage Requirements will be required in the performance of any contract awarded.

All Bidders are hereby notified that compliance with the business registration provisions of P.L. 2004, c. 57, as subsequently amended by P.L. 2009, c. 315, will be required at time of bid submission or thereafter in the performance of any contract awarded.

The successful Bidder will be required to obtain a Performance Bond for the full amount of the Contract and a Maintenance Bond for a percentage of the construction cost as defined in the specifications, both from a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570.

Bidders and the successful Contractor and his subcontractors will be required to comply with Affirmative Action Regulations of the State of New Jersey, stipulated in N.J.S.A. 10:5-31-38, and to comply with Chapter 33 of the Public Laws of 1977 and with the requirements of Public Law of 1975, Chapter 127, and N.J.A.C. 17:27 "Law Against Discrimination", current regulations, as well as all federal Affirmative Action Programs.

All Bidders, including corporations, partnerships, and sole proprietorships, must submit a Statement of Ownership.

The project is being executed with funds provided by the U.S. Government through Department of Housing and Urban Development.

John T. Mahon, Executive Director
Housing Authority of the City of Bayonne






**REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1)
AND PAMRAPO GARDENS ANNEX (12-6A)**

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)	<u>8</u>
_____	Non-collusive Affidavit (Must be Notarized)	<u>8</u>
_____	Bidder's Affidavit	<u>8</u>
_____	Qualifications Questionnaire (Including a Certified Financial Statement prepared within the last twelve months)	<u>8</u>
_____	Contracts completed in the last five years	<u>1</u>
_____	Status of Contracts on Hand	<u>8</u>
_____	Statement of Compliance	<u>9</u>
_____	Affidavit for Affirmative Action Plan (Must be Notarized)	<u>8</u>
_____	Affidavit of Minority Business Enterprise Compliance (Must be Notarized)	<u>8</u>
_____	Site Inspection Affidavit (Must be Notarized)	<u>8</u>
_____	Voluntary Act and Deed Acknowledgement	<u>8</u>
_____	Initial Project Manning Report – Construction	<u>upon Award</u>

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

Name of Bidder:

A-Tech Concrete Co.

By Authorized Representative:

Signature:

Printed Name and Title:

Date:

11/3/23

Armando Acunian, V.P.

FORM OF BID

**REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1)
AND PAMRAPO GARDENS ANNEX (12-6A)**

BIDDER'S NAME: A-Tech Concrete Co.
ADDRESS: 11 Taylor Rd.
Garison NJ 08817
TELEPHONE NO.: 732-248-1777
FACSIMILE NO.: 732-248-1740
E-MAIL ADDRESS: mamora@atechconcrete.net

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

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

ATTENTION: Mr. John T. Mahon, Executive Director

Pursuant to and in accordance with your Advertisement for Bids for work at these Public Housing Sites, and in accordance with the Instructions for Bidder's relating thereto, the undersigned hereby agrees to furnish all plant, labor, materials, supplies, equipment, and other facilities necessary or proper for, or incidental to, or as required by the Drawings and Project Manual prepared by DAL DESIGN GROUP, 11 West 8th Street, Bayonne, New Jersey 07002 dated September 29, 2023, 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: seven hundred seventy eight
thousand (Written Amount)
dollars \$ 778,000.00
(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

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: A-Tech Concrete Co
Legal Name of Corporation

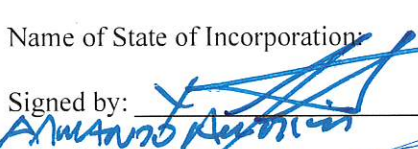
Address: 11 Taylor Ln.
BRISON NJ 08017

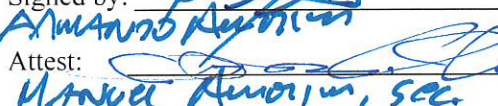
Telephone: 732-248-1777

Facsimile: 732-248-1740

E-mail Address: maamorim@atechconcrete.net

Name of State of Incorporation: N.J.

Signed by:  Title: V.P.

Attest:  (Place Corporate Seal Here)

Date: 11/3/23

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

Submitted by: _____
Legal Name of Firm or Partnership

Address: _____

Telephone: _____

Facsimile: _____

E-mail Address: _____

Name of State of Incorporation: _____

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

(Signature of Owner or Partner) Title: _____

Date: _____

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

A-Tex Concrete Co. X
Name of Firm

[Signature]
Authorized Signature

11/3/23
Date

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

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

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

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

FIVE HUNDRED (\$500) DOLLARS PER CALENDAR DAY

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

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

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

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

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

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

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

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

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

Date: 11/3/23

X [Signature]
Signature

By: Armando Amorim
Name

Official Address:

11 Taylor Rd.
BRISON NJ 08817

Title: V.P.

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, A-Tech Concrete Co., Inc. as Principal and Travelers Casualty and Surety Company of America 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 (5%) of 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 11/3/2023, for Replacement of Exterior Stairs at Pamrapo Gardens and Pamrapo Annex

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 3rd day of November, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

(Individual Principal) (Seal)

(Address) (Business Address)

(Individual Principal) (Seal)

(Address) (Business Address)

ATTEST:


MANUEL Amorin Sec.

(Affix Corporate Seal)

A-Tech Concrete Co., Inc.

(Corporate Principal)

11 Taylor Road

(Business Address)

Edison, NJ 08817

BY: 

Armando Amorin, V.P.

ATTEST

Travelers Casualty and Surety Company of America

(Corporate Surety)

Philip S. Tobey, Attorney-in-Fact

(Affix Corporate Seal)

BY: 

Brenda Turiello, Witness as to Surety

(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
Travelers Casualty and Surety Company of America
Construction Services, Travelers Bond & One Tower Square, Hartford, CT 06183

duly authorized to do business in the State of New Jersey, and agree to furnish to _____
A-Tech Concrete Co., Inc. a surety bond
for the financial performance of any and all provisions contained in the specifications and
contract. The maximum amount that we will be surety for is Amount Bid

Travelers Casualty and Surety Company of America

Philip S. Tobey, Attorney-in-Fact

ATTEST:

Brenda Turiello
~~XXXXX~~ Brenda Turiello, Witness as to Surety

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

A-Tech Concrete Co., Inc.

Name of Bidder

X

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.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **PHILIP S TOBEY** of **FLORHAM PARK**, **New Jersey**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

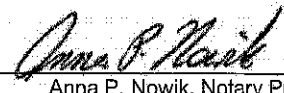
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

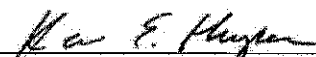
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **THIRD** day of **November**, **2023**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

AS FILED IN THE STATE OF NEW JERSEY

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 4,788,998,790	LOSSES	\$ 1,385,257,132
STOCKS	102,639,111	LOSS ADJUSTMENT EXPENSES	133,864,803
CASH AND INVESTED CASH	20,110,088	COMMISSIONS	55,456,724
OTHER INVESTED ASSETS	5,001,540	OTHER EXPENSES	49,033,047
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	25,805,872	TAXES, LICENSES AND FEES	18,807,425
INVESTMENT INCOME DUE AND ACCRUED	42,265,766	REINSURANCE PAYABLE ON PAID LOSSES AND LOSS ADJ EXPENSE	(1,738,793)
PREMIUM BALANCES	308,425,453	UNEARNED PREMIUMS	1,394,161,189
REINSURANCE RECOVERABLE	57,954,515	ADVANCE PREMIUM	3,860,400
NET DEFERRED TAX ASSET	68,131,600	POLICYHOLDER DIVIDENDS	18,122,229
CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE	3,250,318	CEDED REINSURANCE NET PREMIUMS PAYABLE	73,928,911
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,059,482	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,586,278
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	14,888,800	REMITTANCES AND ITEMS NOT ALLOCATED	5,062,055
OTHER ASSETS	853,374	PROVISION FOR REINSURANCE	6,464,384
		PAYABLE FOR SECURITIES LENDING	25,805,872
		RETROACTIVE REINSURANCE RESERVE ASSUMED	785,441
		OTHER ACCRUED EXPENSES AND LIABILITIES	138,614
		TOTAL LIABILITIES	\$ 3,180,685,707
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,809,161,023
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,249,444,782
TOTAL ASSETS	\$ 5,440,130,489	TOTAL LIABILITIES & SURPLUS	\$ 5,440,130,489

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

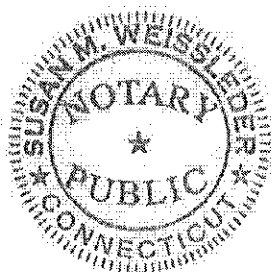
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2022.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17TH DAY OF MARCH, 2023

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



BIDDER'S STATEMENT OF OWNERSHIP

**REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1)
AND PAMRAPO GARDENS ANNEX (12-6A)**

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

PART I – If the bidder is a Corporation:

Name of Corporation A-Tech Concrete Co

State of Incorporation N.J. Date of Incorporation 03/04/93

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

<u>NAMES</u>		<u>ADDRESS</u>
JOSE DASILVA	33 1/3%	30 ST. PETER DR. SPRINGVILLE, NJ
ARMANDO AMORIM	33 1/3%	31 TEN CYCLE PL LEBRON NJ
MANUEL AMORIM	33 1/3%	2 NICOLAS COURT ANNAPOLIS NJ

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.

Armando Amorim, VP
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 EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1)
AND PAMRAPO GARDENS ANNEX (12-6A)**

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

AFFIDAVIT
(Prime Bidder)

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

Armando Amorini, being first duly sworn, deposes and
says as follows:

- A. He is V.P. (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: _____

Address: _____

Telephone No.: _____

Facsimile: _____

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

Name of Licensee (if applicable): _____

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

Scope of work for which price quote was submitted: _____

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

Name of Subcontractor: _____

Address: _____

Telephone No.: _____

Facsimile: _____

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

Name of Licensee (if applicable): _____

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

Scope of work for which price quote was submitted: _____

3. ELECTRICAL WORK

Name of Subcontractor: _____

Address: _____

Telephone No.: _____

Facsimile: _____

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

Name of Licensee (if applicable): _____

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

Scope of work for which price quote was submitted: _____

4. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK

Name of Subcontractor: High Point Architectural

Address: 34 Brookside Ave, Hackettstown NJ

Telephone No.: (973) 293-8330

Facsimile: _____

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

Name of Licensee (if applicable): _____

New Jersey Business Registration Certificate No. : 1256651, as stated on the copy of the said Certificate, attached hereto.

Scope of work for which price quote was submitted: Railings

Signature of:

X Bidder, if the bidder is an individual;
AA Partner, if the bidder is a partnership;
Amorim, V.P. Officer, if the bidder is a corporation.

Subscribed to and sworn before me

this 3 day of Nov, 2023

[Signature]
Notary Public of the State of _____

My commission expires my COMMISSION EXPIRES AUGUST 19, 2020.

Form rev. 03/08/10

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

**REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1)
AND PAMRAPO GARDENS ANNEX (12-6A)**

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):

☒

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.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:

A-TECH CONCRETE COMPANY, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

223-220-409/000

CONTRACTOR CERTIFICATION#

0097803

ADDRESS

**11 TAYLOR RD
EDISON NJ 08817-2510**

ISSUANCE DATE:

09/19/01

EFFECTIVE DATE:

03/04/93

Patricia A. Chiacchis

Director, Division of Revenue

FORM-BRC(08-01)

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


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.

A-Tech Concrete Co.
Name of Bidder


Attested or Witnessed by:


Manuel Amador, Sec.

11 Taylor Dr.
BRISON NJ 08817
Address of Bidder

By: Manuel Amador
(print name)

Dated: 11/3/23, 20__


Signature of Bidder
V.P.
Title

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

**REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1)
AND PAMRAPO GARDENS ANNEX (12-6A)**

Housing Authority of the City of Bayonne

A-Tech Concrete Co.
(Name of Construction Project)

12-1/12-6A
(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

Acknowledgement by Bidder:

Name of Bidder: _____

A-Tech Concrete Co.

By Authorized Representative:

Signature: _____

[Signature]

Printed Name and Title: _____

Armando Amorim VP.

Date: _____

11/3/23

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:		For HUD HQ/FmHA use only	
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> 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)

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.

This form prepared by (print name)

Area Code and Tel. No.

Previous Participation Certification

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

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
<p>NONE.</p> <p>NO PREVIOUS PARTICIPATION</p> <p>FIRST EXPERIENCE</p>						

Part II- For HUD Internal Processing Only

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 not 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 each signature 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)

(Affix
Corporate
Seal)

(Corporate Principal)

(Business Address)

ATTEST: _____ by _____

(Affix
Corporate
Seal)

(Corporate Surety)

(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)(1) through (a)(3) above; or

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- ☒ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [✓] 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. *FIRST EXPERIENCE*

13. Bidder's Signature

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

X  11/7/23
(Signature and Date)

Armando Amorim
(Typed or Printed Name)

V.P.
(Title)

A. Teet Concrete Co.
(Company Name)

11 Taylor Rd.
Lanison NJ 08817
(Company Address)

Form of Non-Collusive Affidavit

REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1)
AND PAMRAPO GARDENS ANNEX (12-6A)

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

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

Armando Amorin, being first duly sworn, deposes and says:

That he is V.P. 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.

X [Signature]
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 3 day of Nov, 2023.

[Signature]
Spiro Mitrou
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 19, 2026
My commission expires 20

REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1)
AND PAMRAPO GARDENS ANNEX (12-6A)

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 Middlesex
(Fill In)

Armanio Amador being duly sworn, deposes
and says that he resides at 31 Ten Dyke Pl - Edison NJ
that he is the V.P. who signed the above Bid or Proposal, that he was
(Give Title)
duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal
of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his
knowledge and belief.

Subscribed and sworn to before me

at 11 Taylor Rd.
on this 3 day of Nov 23.

[Signature]
Signature of Bidder (Seal)

[Signature]
[Notary Public]
My commission expires Spiro Mitrou
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 19, 2026

QUALIFICATION QUESTIONNAIRE

**REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1)
AND PAMRAPO GARDENS ANNEX (12-6A)**

THE HOUSING AUTHORITY OF THE CITY OF BAYONNE

BID FOR: 12-1/12-6A
NAME OF BIDDER: A-Tech Concrete Co.
ADDRESS: 11 Taylor Dr. LEBRON NJ 08817

REQUIREMENTS FOR SUBMITTED PROPOSALS IF QUALIFIED:

1. Each proposal must be accompanied by a Certificate of Surety of a surety company qualified to do business in the State of New Jersey, who shall at the time of submitting such proposal qualify as to its or their responsibility for the full amount of such proposal; and he will post a performance bond for the full amount of the contract pursuant to law if he is the successful bidder. Also accompanying each said proposal there must be a Certified Check or Bid Bond in an amount equal to 5 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?

30

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

See ATTACHMENT →

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

NONE

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

30.

- e. If a corporation, answer the following:

E.1 - Date of Incorporation

03/04/93

E.2 - State of Incorporation

New Jersey.

E.3 - President's name(s)

JOSE DASILVA

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

Armando Amorim

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

F.1 - Date of Organization

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

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

of work performed by our company.

General Construction
+ Site / Civil.

- 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:

Reviewed Contract Docs
w/ Site Visit

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

Amando Amorin

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

Railroad

- 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:

Steel Mountain 908-862-2800
SRM Concrete 201-280-0837
Ganka Sales 732-248-1400

- q. Give bank references:

Manassquan Bank

Amando Faria 732-549-1452

3. It shall be necessary for the bidder to present a certified financial statement indicating the condition

A-TECH CONCRETE CO. VEHICLE/EQUIPMENT LIST USDOT# 750051									
YEAR	MAKE	VEHICLE NUMBER	TYPE	VIN/CHASSIS NO.	LICENSE PLATE	REG. EXPIRATION	VALUE	COMMENTS	
VEHICLES									
2016	CHEVY	5	SILVERADO	1G01KVE38GF128494	925GFL	01/2020	\$ 50,223.00	FINANCED THRU CITIZENS ONE	
2015	GMC	96	SIERRA 1500	3GTJ2VED7F0215296	J43FAX	01/2019	\$ 49,340.00	FINANCED THRU CITIZENS ONE	
2015	MERCEDES-BENZ	97	GL450W4	4JGDF5E9E9FA515522	Y59EYP	12/2017	\$ 79,800.00	LEASED THRU MERCEDES	
2010	CHEVY	33	SILVERADO	1G03KVB3G7AF131357	XP417G	03/2017	\$ 38,319.12	OWNED	
2009	CHEVY	30	SILVERADO	1GCEC19X192187034	YPM93G	05/2017	\$ 33,212.48	OWNED	
2008	CHEVY	94	SILVERADO	1GCHK33K48F132330	KN949P	10/2017	\$ 38,330.24	OWNED	
2008	CHEVY	83	SILVERADO	1GCHK33K18F128333	KN950P	10/2017	\$ 39,883.38	OWNED	
2007	CHEVY	32	SILVERADO	1GCHK33K57F534243	XM690F	09/2017	\$ 34,919.30	OWNED	
2007	CHEVY	31	SILVERADO	1GCHK23K77F557307	KM182M	08/2017	\$ 33,385.39	OWNED	
2005	CHEVY	4	3500 CREW CAB	1G8JC33U79F239485	KCRF72	05/2017	\$ 3,250.00	OWNED	
2005	CHEVY	38	SILVERADO	2GCEC13T46F104130	JFK77N	12/2017	\$ 42,548.20	OWNED	
2005	CHEVY	39	PICKUP	1GCHK24U95E344410	JFK75N	12/2017	\$ 31,781.88	OWNED	
2005	CHEVY	40	SILVERADO	1GCEK19T45E171590	SLT59Y	04/2017	\$ 39,985.38	OWNED	
2005	CHEVY	41	SILVERADO	1G8HK33U59F345075	SLT31G	04/2017	\$ 44,189.20	OWNED	
2005	CHEVY	42	SILVERADO	1GCHK23T25F949004	SLA91N	04/2017	\$ 40,183.52	OWNED	
2005	CHEVY	43	SILVERADO	1GCEC14V95Z122471	SAZ55T	03/2017	\$ 24,351.34	OWNED	
2005	CHEVY	44	SILVERADO	1GCHK23T25F949004	X3H-F38	03/2017	\$ 39,339.35	OWNED	
2005	CHEVY	46	SILVERADO - WHITE	1GCHK33U15F310393	X3H-F37	03/2017	\$ 37,389.59	OWNED	
2005	CHEVY	47	SILVERADO - WHITE	1GCHK33U95F310972	X3H-F39	03/2017	\$ 37,385.32	OWNED	
2004	CHEVY	48	TRAILBLAZER - RED	1GN0T1J3042355540	J7F14J	03/2017	\$ 32,273.72	OWNED	
2002	GMC	72	2500HD	1GT-HC9J925300378	XE950Z	07/2017	\$ 30,401.80	OWNED	
2001	DODGE	74	2500	1B7KF23T11J282754	KE713Z	08/2017	\$ 15,400.00	OWNED	
2000	FORD	3	F350 CREW CAB	1FTSW31F0YEC12184	KEJ17B	10/2017	\$ 7,500.00	OWNED	
1999	DODGE	7	2500QC	1B7KF23Z5WJ252144	LFW59D	08/2017	\$ 31,300.00	OWNED	
1997	GMC	32	SERVICE TRUCK	1GDKC34F2VJ504756	X8751N	09/2017	\$ 7,000.00	OWNED	
1990	FORD	15	VAN	2K74NV-HG7137	X3157W		\$ 4,000.00	OWNED	
TRUCKS									
2003	KENWORTH	99	DUMP TRUCK	1NK0X8EX59J242173	AM733A	05/2017	\$149,345.00	OWNED - IRP & HUT	
2003	KENWORTH	97	ROLL-OFF	1NKDXBTX69J242089	AM732A	05/2017	\$159,900.00	OWNED - IRP & HUT	
2006	MACK	95	CONCRETE PUMP	1M2K197C36M032772	IN TRANS		\$325,000.00	OWNED	
2006	GMC	80	DUMP TRUCK	1GDE4E1226F428516	XK887X	04/2017	\$ 50,290.00	OWNED	
2003	FREIGHTLINER	91	LUMBER TRUCK	1FVMBGAS43HK57001	AM699N	05/2017	\$ 21,000.00	OWNED - IRP & HUT	
2001	INTERNATIONAL	98	4700 BOX TRUCK	1HTSCAAM81H397373	XCRF71	05/2017	\$ 10,500.00	OWNED	
2001	MACK	30	CONCRETE PUMP	1M2K189C31M017446	558T	03/2017	\$405,950.00	OWNED	
1999	KENWORTH	56	SEMI	1XKWD08X8XJ799058	AD296S	05/2017	\$ 98,214.97	OWNED - IRP & HUT	
1998	INTERNATIONAL	53	RACK BODY	1HTSDAAM1TH385050	AM915R	05/2017	\$ 20,670.00	OWNED - IRP & HUT	
1996	INTERNATIONAL	23	BOX TRUCK	1HTSCAAM0TH313789	X8665E	05/2017	\$ 22,790.00	OWNED - HUT	
1991	GMC	20	TRUCK	1GDM8H1PMJ0519868	X5084C	03/2017	\$ 4,800.00	OWNED	
1989	CRANE	16	TRUCK	1CYADM382KT037834	AK77AJ		\$ 95,000.00	OWNED	
1989	FORD	10	SERVICE TRUCK	2F0LF47M4KCA47728	X226UY	03/2017	\$ 15,000.00	OWNED	
1989	AUTOCAR	85	TRUCK	4V2SCBJE9KU504349	AE273S	05/2017	\$ 83,000.00	OWNED - IRP & HUT	
1988	MAC	A-3	TRUCK TRACT	1M2N277Y1JA004804	AE274S	05/2017	\$ 31,000.00	OWNED - IRP & HUT	
1986	INTERNATIONAL	17	TRUCK	1HTLTVR8GHA33264	AE471X	05/2017	\$ 8,250.00	OWNED - IRP & HUT	
1985	FORD	14	TRUCK	1F0YR90W4FVA24472	AC16AJ	05/2017	\$ 12,500.00	OWNED - IRP & HUT	
TRAILERS									
2008	EAGER BEAVER	89	TRAILER	112H8V32XRL073900	TFT92G	03/2020	\$ 18,100.00	OWNED	
2005	CAR	76	TRAILER	4YMUL12145V070080	TCA50L	03/2017	\$ 1,500.00	OWNED	
2002	DORSEY	92	TRAILER	1DTP16W202A300200	TGZ51N	03/2018	\$ 8,000.00	OWNED	
2002	BRI MAR	66	TRAILER	43YDC16202C015037	T81S1V	03/2018	\$ 3,375.10	OWNED	
2000	TOWMASTER	31	TRAILER	4KNTT2422YL162192	TGF92T	03/2017	\$ 20,264.16	OWNED	
1999	EAGER BEAVER	33	TRAILER	112SD2482X1052818	T872XS	03/2017	\$ 44,809.80	OWNED	
1997	PEQUEA	35	TRAILER	4JAUS1018VG000486	TN847H	03/2017	\$ 1,200.00	OWNED	
1990	DOR	27	TRAILER	1DTP16Z28LP027905	T47U5V	03/2017	\$ 2,500.00	OWNED	
1985	EAGER BEAVER	94	TRAILER	11200D308FT090835	TGZ28M	03/2017	\$ 4,000.00	OWNED	
EQUIPMENT									
2014	CATERPILLAR	213	MINI EXCAVATOR	OLJ200213			\$ 17,978.00	OWNED	
2007	HYSTER	526	FORKLIFT	F187V08528E			\$ 8,000.00	OWNED	
2007	JOHN DEERE	554	500 COMPACT EXCAV.	FF050DX245554			\$ 56,500.00	OWNED	
2006	CATERPILLAR	525	SKID STEER	SLK04525			\$ 19,000.00	OWNED	
2005	LULL	053	1044C-42 FORKLIFT	160014053			\$126,621.36	OWNED	
2005	MOFFETT	238	M55 FORKLIFT	E340238			\$ 17,000.00	OWNED	
2003	CATERPILLAR	429	246 SKID LOADER	55Z05429			\$ 23,700.00	OWNED	
2003	CATERPILLAR	571	430D BACKHOE	BML02571			\$ 85,500.00	OWNED	
2000	CATERPILLAR	025	426C BACKHOE	1YR02025			\$ 77,866.00	OWNED	
2000	INGERSOLL	485	VR843 FORKLIFT	163485			\$ 90,000.00	OWNED	
1999	INGERSOLL	616	DD24 ROLLER **	160616			\$ 4,500.00	OWNED	
1999	CATERPILLAR	625	426C BACKHOE	1YR01825			\$ 78,276.00	OWNED	
1999	WACKER	484	ROLLER RT-820	555484			\$ 27,860.00	OWNED	
1999	POWERCURBER	200	5700B BASIC	5700B-09-99200			\$142,500.00	OWNED	
1999	LULL	448	1044C-42 FORKLIFT	99AD21P18-448			\$ 20,100.00	OWNED	
1997	LULL	837	1044C-42 FORKLIFT **	97W20P22-837			\$ 9,200.00	OWNED	
1997	JOHN DEERE	573	450G DOZER	830573			\$59,980.00	OWNED	
1997	POWERCURBER	867	5700B BASIC	57B0997867			\$122,000.00	OWNED	
1997	CATERPILLAR	428	426C BACKHOE	67BN00428			\$ 71,268.00	OWNED	
1996	CATERPILLAR	445	CB-214C ROLLER **	9XK00445			\$ 3,250.00	OWNED	
1996	CATERPILLAR	802	426B BACKHOE	6KL01802			\$ 70,364.00	OWNED	
1995	CATERPILLAR	591	426B BACKHOE	6KL00591			\$ 65,000.00	OWNED	
1994	CATERPILLAR	746	938F WHL. LDR.	1KM00746			\$ 40,000.00	OWNED	
1994	CATERPILLAR	580	320L EXCAVATOR	9KK01580			\$154,910.00	OWNED	
1993	WACKER	H74	ROLLER	WH-74			\$ 16,560.00	OWNED	
1993	CATERPILLAR	774	325L EXCAVATOR	08NK00774			\$195,000.00	OWNED	
1989	INGERSOLL	107	SD-70D ROLLER	5107			\$ 12,000.00	OWNED	
			VIBRATORY ROLLER				\$ 5,000.00	OWNED	
MISC EQUIP									
2007	MBW		TROWEL - EDGER	30E-MK8-75			\$ 8,025.00	OWNED	
2006	AIRMAN		COMPRESSOR	PDS185S			\$ 4,400.00	OWNED	
	ATLAS		COMPRESSOR	602177			\$ 10,586.95	OWNED	
1996	SPEEDFLOW		POWER LINER GUN	PL4-1279			\$ 7,000.00	OWNED	
1994			STRIPPING MACHINE				\$ 5,000.00	OWNED	
1994			ARROW BOARDS				\$ 6,000.00	OWNED	
			CONCRETE BUCKET				\$ 1,500.00	OWNED	
			CONCRETE FORMS				\$ 25,000.00	OWNED	
			CONCRETE SAWS				\$ 9,000.00	OWNED	
			GENERATORS				\$ 5,000.00	OWNED	
			LASERS				\$ 5,000.00	OWNED	
			MISC TOOLS				\$ 15,000.00	OWNED	
			MOTORIZED VIBRATOR HEDGE				\$ 4,000.00	OWNED	
			OFFICE TRAILER				\$ 2,000.00	OWNED	
			REBAR BENDING MACHINES				\$ 6,000.00	OWNED	
			TRAILER				\$ 500.00	OWNED	
			TRANSITS				\$ 2,500.00	OWNED	
			TRASH PUMPS				\$ 5,400.00	OWNED	
			TROWELLER MACHINES				\$ 26,000.00	OWNED	
** - Not on schedule, but insured (under \$10,000 in value)									

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 ATTACH

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 \$ _____



A-TECH CONCRETE CO., INC.

**FINANCIAL REPORT
INCLUDING SUPPLEMENTARY INFORMATION**

DECEMBER 31, 2022



Wiss & Company, LLP
100 Campus Drive, Suite 400
Florham Park, NJ 07932
(973) 994-9400 • wiss.com

INDEPENDENT AUDITORS' REPORT

The Stockholders of
A-Tech Concrete Co., Inc.
Edison, New Jersey

Opinion

We have audited the accompanying financial statements of A-Tech Concrete Co., Inc. (the "Company") which comprise the balance sheet as of December 31, 2022 and the related statements of income, changes in equity and cash flows for year then ended and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2022, and the results of its operations and its cash flows for year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Wiss & Company
WISS & COMPANY, LLP

Florham Park, New Jersey
May 18, 2023

A-TECH CONCRETE CO., INC.

**BALANCE SHEET
DECEMBER 31, 2022**

ASSETS

CURRENT ASSETS:

Cash	\$ 1,566,639
Contract receivables, net of allowance for doubtful accounts of \$30,732	2,707,746
Conditional retainage receivable	587,442
Costs and estimated earnings in excess of billings on uncompleted contracts	747,720
Prepaid expenses	110,293
Total Current Assets	<u>5,719,840</u>

NON-CURRENT ASSETS:

Property and equipment, net	208,207
Operating lease right-of-use asset, net	354,212
Cash surrender value of officers' life insurance	1,062,516
Deposits	6,000
Due from related party	85,000
	<u>1,715,935</u>
	<u>\$ 7,435,775</u>

LIABILITIES AND EQUITY

CURRENT LIABILITIES:

Current maturities of notes payable	\$ 41,966
Accounts payable, including retainage of \$10,173	733,511
Billings in excess of costs and estimated earnings on uncompleted contracts	461,681
Accrued expenses	125,621
Operating lease liability, current portion	116,757
Total Current Liabilities	<u>1,479,536</u>

OPERATING LEASE LIABILITY, LESS CURRENT MATURITIES	<u>237,455</u>
--	----------------

EQUITY:

Common stock, authorized 100 shares, issued and outstanding	5,000
30 shares with no par value	5,713,784
Retained earnings	<u>5,718,784</u>
Total Equity	<u>\$ 7,435,775</u>

See accompanying notes to the financial statements.

A-TECH CONCRETE CO., INC.
STATEMENT OF INCOME
YEAR ENDED DECEMBER 31, 2022

CONTRACT REVENUES EARNED	\$ 15,079,366
COSTS OF CONSTRUCTION	<u>12,390,375</u>
GROSS PROFIT	2,688,991
GENERAL AND ADMINISTRATIVE EXPENSES	<u>1,975,179</u>
INCOME FROM OPERATIONS	713,812
OTHER INCOME/(EXPENSE):	
Other income	36,790
Interest expense	<u>(2,964)</u>
	<u>33,826</u>
INCOME BEFORE STATE INCOME TAXES	747,638
STATE INCOME TAXES	<u>20,716</u>
NET INCOME	<u>\$ 726,922</u>

See accompanying notes to the financial statements.

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 11 Taylor Rd this 3 day of Nov, 23.

~~XXXXXXXXXX~~ A-Team Concrete Co.
(Name of Bidder)

By: X
Title: Armando Amorin, VP.

State of New Jersey

County of Hillsdale

Armando Amorin being duly sworn, deposes and says that he/she
is the V-P. of A-Team Concrete Co.
(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 3 day of Nov, 23.

~~XXXXXXXXXX~~
(Notary Public)
My commission expires STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 19, 2026

CONTRACTS COMPLETED IN THE LAST FIVE YEARS

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

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

See
ATTACHED

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

A-TECH CONCRETE CO., INC.

11 TAYLOR ROAD
EDISON, NJ 08817

732-248-1777

Completed Projects as of 12/30/2022

FILE: ATECH2

BUILDING CONSTRUCTION & STRUCTURAL CONCRETE - PROJECT EXPERIENCE					
Owner/Contractor/Project Name	Project Location & Description	Prime or Sub	Engineer / Contractor/Owner	Contract Price	Date Comp.
Mercer County Improvement Auth. Trenton, NJ	Transfer Station Tipping Floor Remove/Replace Reinforced Concrete Slab	Prime	Mercer County Improvement Auth. 80 Hamilton Ave Trenton, NJ 08611 Al Collins (609)-278-8100	\$ 945,000	Nov. 2022
ES Builders Group New Commercial/Residential Bldg. Superstructure	180 - 2nd Ave, NYC Cast in Place Reinf. Concrete Columns and Slabs 6 Floors	Sub	ES Builders Group 112 Lexington Ave NY, NY 10016 Chrisitan Perla (917)-261-4223	\$ 980,000	Dec. 2022
NYC School Construction Admin. New York, NY	PS-20 Gym Annex - Staten Island, NY Renf. Concrete Foundations, Slabs on Grade and Deck Concrete Curb, Sidewalks, Stairs	Sub	Forte Construction 926-C Lincoln Ave. Holbrook, NY 00741 George Athanasiadis (917)-685-7192	\$ 908,100	Aug. 2022
NYC School Construction Admin. New York, NY	PS-39 Gym Annex - Staten Island, NY Renf. Concrete Foundations, Slabs on Grade and Deck Concrete Curb, Sidewalks and Pavers	Sub	Forte Construction 926-C Lincoln Ave. Holbrook, NY 00741 George Athanasiadis (917)-685-7192	\$ 748,000	Aug. 2022
Rockland Green Solid Waste Mgmt. Nanuet, NY	Haverstraw Transfer Station #2021-04 Replacement of Concrete Push Wall with Excavation/ Backfill and Slab Restoration	Prime	Rockland Green 172 Main St. Nanuet, NY 10954 Dee Louis, P.E. (845)-753-2200	\$ 676,240	Nov. 2021
City Of Asbury Park Boardwalk Replacement	Remove/Replace Lumber Boardwalk	Prime	City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712 Robert Bianchini (732) 3121-7579	\$ 362,900	Dec. 2021
NYCEDC Contract #64520002 Staten Island, NY	New Charleston Library Bldg. - Excavation/Backfill & Pour Concrete Foundation & Slabs	Sub	Skyline Industries 45-10 Vernon Blvd. Long Island City, NY 11101 Dunyo Awoonor (347) 730-6035	\$ 824,700	Oct. 2021
College of Staten Island CUNY Staten Island, NY	CSI Substation Replacement - Pour Concrete Foundation & Slabs	Sub	Westmoreland Construction 3640 Provost Ave. Bronx, NY 10466 Frank Pitassi (718) 994-3111	\$ 423,450	Aug. 2021
Richmond University Medical Ctr. Staten Island, NY	Installation of Concrete Slabs on Grade & Decks for New Hospital Addition	Sub	Nicholson Corp. 201 Chambersbrook Rd. Branchburg, NJ 08876 Tim O'Rourke (908) 489-2255	\$ 249,000	Aug. 2021
City of Jersey City Jersey City, NJ	City of Jersey City - City Hall Entrance Restoration Remove & Restore Historic Stair & Entrance Features, Reinforced Concrete Foundations, Slabs, Ramps, Stairs, Precast Balusters, Stone Façade & Treads, Painting, New Lighting, Storm Drainage & Conc. Paving	Prime	City of Jersey City 280 Grove St. Jersey City, NJ 07302 Brian Weller, AIA (201) 547-5900	\$ 1,616,000	May. 2021
ES Builders Group New Commercial/Residential Bldg.	180 - 2nd Ave, NYC Excavation, Underpinning Foundations, Reinf. Concrete Footings, Grade Beams, Walls and Slabs	Sub	ES Builders Group 112 Lexington Ave NY, NY 10016 Chrisitan Perla (917)-261-4223	\$ 620,500	Dec. 2020
PSE&G - HQ Facility Irvington, NJ	934 Clinton Ave - Irvington, NJ Reinforced Concrete Retaining Wall and Pavements	Sub	Almasi companies 184 Main Street Woodbridge, NJ Laura Bianchini (732)-634-0741	\$ 214,000	Nov. 2020

A-TECH CONCRETE CO., INC.

11 TAYLOR ROAD
EDISON, NJ 08817

732-248-1777

Completed Projects as of 12/30/2022

FILE: ATECH2

Township of Brick Brick, NJ	Demolition & Replacement of Existing Elevated Entrance Way Includes Reinforced Concrete Deck, Steps & Aluminum Railings	Prime	CME Associates 1460 Route 9 South Howell, NJ 07731 Ben Matlack, P.E. (732) 462-7400	\$ 200,500	May 2018
Multi-Facility Access Control MF-244.02 @ Various Locations	Replacement of Access Portals & Concrete Ramps at various Port locations in NY/NJ	Sub	Daidone Electric 200 Raymond Boulevard Newark, NJ 07105 Mike Dunn, V.P. (973) 690-5216	\$ 445,200	March 2018
PSE&G - BOP Foundations Bayway Substation - Elizabeth, NJ	Reinforced Concrete Foundations & Slabs for New Substation	Sub	Henkels & McCoy 985 Jolly Road Blue Bell, PA 19422 Tony Pinho (908) 413-9903	\$ 3,511,236	Nov. 2017
PSE&G Bayway GIS Elizabeth, NJ	New Foundations for Transformers, Firewalls Switchgear Foundations. Reinf. Slabs	Sub	Henkels & McCoy 985 Jolly Road Blue Bell, PA 19422 Tony Pinho (609) 387-9000	\$ 3,469,830	Nov. 2017
NYC SCA New York, NY	IS-393 - Brooklyn, NY Demolition, replacement of interior/exterior ramps, new elevator foundation, parapets & various C.I.P. concrete applications	Sub	NorthEast Restoration 1181 Randall Avenue Bronx, NY 10474 Syed Ahmed (718) 378-0010	\$ 355,000	Sept. 2017
NYCDDC New York, NY	Staten Island Zoo - Staten Island, NY Selective demolition, install trench drain, concrete slab restoration, pads & curbs, new masonry wall & masonry repairs	Sub	Signature Construction 160 7th Street New York, NY 11215 Desmond Cremona (718) 788-1669	\$ 165,000	Nov. 2017
Lincoln Park Maintenance Building Jersey City, NJ	New Maintenance/storage Building Reinf. Concrete Pile Caps, Grade Beams, Foundation Walls, Retaining Walls, Slabs on Grade & Deck, Curbs Walks ADA Ramp, Bollards	Sub	M&M Construction 540 Morth Ave Union, NJ 07083 Joe Mauti 908-351-1177	\$ 745,774	Nov. 2016
PSE&G Substation Waldwick, NJ	New Foundations for Switch Gear & Transformer Reinf. Concrete Foundations and Slabs	Sub	Henkels & McCoy 985 Jolly Road Blue Bell, PA 19422 Tony Pinho (609) 387-9000	\$ 303,500	Oct. 2016
Port Authority of NY/NJ Various Sites	MF-244.02 Replacement of Security Doors and Concrete Ramp	Sub	Daidone Electric 200 Raymond Blvd. Newark, NJ 07105 Mike Dyshuk (973) 690-5216	\$ 370,695	July 2016
Heritage Village @ Oakhurst, LLC Lawrenceville, NJ	Heritage Village @ Oakhurst Reinforced Concrete Foundations & Slabs For Low Rise Residential Building	Sub	R Stone & Co. 201 Main St. Toms River, NJ 08753 Attn: Bob Stone (732) 244-6771	\$ 430,000	Aug. 2015
Middlesex County College Edison, NJ	West Hall Center for Student Services Reinforced Concrete Foundations, Slab on Grade & Slab on Deck	Sub	Benjamin R. Harvey 9 Cindy Lane Ocean, NJ 07712 Attn: Bill Coyne (732) 493-2300	\$ 424,500	Sept. 2015
Wenner Bakery New Brunswick, NJ	Production Facility Construction and Rehabilitation, Reinf. Concrete Foundations and Slabs	Sub	The Dennis Group 1537 Main St. Springfield, MA 01103 Attn: Mike Finkneiner 413-787-1785	\$ 512,930	Nov. 2014

A-TECH CONCRETE CO., INC.11 TAYLOR ROAD
EDISON, NJ 08817

732-248-1777

Completed Projects as of

12/31/2022 FILE: ATECH2

ROAD, HIGHWAY, BRIDGE AND SITE CONSTRUCTION - PROJECT EXPERIENCE

<u>Owner/Contractor, Address</u>	<u>Project Location & Description</u>	<u>Prime or Sub</u>	<u>Engineer / General Contractor / Tel.</u>	<u>Contract Price</u>	<u>Date Comp.</u>
Village of Greenwood Lake Greenwood Lake, NY	Rt. 17A Sidwalk & Drainage Improvements - Demolition of Pavements, F&I Storm Drainage System, Concrete Curbing, Sidewalks, ADA Ramps, HMA Pavement & Landscaping	Prime	HDR 50 Tice Blvd. Woodcliff Lake, NJ 07677 Laura Barca, PE (201) 335-9473	\$ 620,000.00	Dec. 2022
Thruway Plaza Associates c/o Carson Corporation	Thruway Plaza of Rockland, NY - Installation of Concrete Curbs	Sub	Carson Corporation 171 Route 94 North Lafayette, NJ 07848 Chris Simpson (973) 579-4100	\$ 302,000.00	Nov. 2022
Union County Improvement Auth. Elizabeth, NJ	Gerald Green Plaza, Plainfield, NJ - Removal of Existing Concrete Curb and Sidewalks, Replace with New Curbing and Colored Stamped Concrete, Landscaping and Sprinklers	Prime	Pinnacle Consulting One Gateway Center Newark, NJ 07107 Bob Pasqual (973) 353-6218	\$ 773,500.00	Oct. 2022
County of Essex DPW Newark, NJ	Essex County Courthouse - Newark, NJ - Remove Existing Concrete, Site Grading, New Curbs, Concrete Pavers and Landscaping	Prime	Essex County DPW 900 Bloomfield Ave. Verona, NJ 07044 Rasheed Yusuf, P.E. (973) 226-8500	\$ 413,900.00	June 2022
Car Max c/o Warfel Construction	Car Max - Edison, NJ - Foundation and Reinforced Concrete Pads	Sub	Warfel Construction 1110 Enterprise Road East Petersburg, PA 17520 Michael Renn (717) 299-4500	\$ 191,520.00	Apr. 2022
Town of Haverstraw, NY c/o Landtek Group	Haverstraw Recreation Center - Furnish and Install Concrete Curbs, Walls, Bleacher Pads and Sidewalks	Sub	Landtek Group 105 Sweeneydale Ave. Bay Shore, NY 11706 Jeff Long (631) 691-2381	\$ 278,250.00	Mar. 2022
Village of Highland Falls Highland Falls, NY	South Main St. Reconstruction - Demolition, Excavation, Concrete Curb, Pavement, HMA Paving & Misc. Repairs	Prime	J. Robert Folchetti & Associates 31 Sodom Rd. Brewster, NY 10500 Todd Akinson (845) 363-1560	\$ 489,000	Dec. 2021
State of NJ NJDPMC Trenton, NJ	NJDEP - Plaza Reconstruction Contract # P1055-00 Demolition/Removal of Existing Pavement, Excavation, Drainage, Paver Construction, Landscaping, Lighting & Park Amenities	Prime	State of NJ NJDPMC P.O. Box 0034 Trenton, NJ 08625 Grant Butts (609) 218-0326	\$ 514,330.00	Dec. 2021
Town of Secaucus 1203 Paterson Plank Rd. Secaucus, NJ 07094	Dept. of Public Works for Replacement of Garage Slab & Parking Lot Reconstruction	Prime	Boswell Engineering 430 County Ave. Secaucus, NJ 07094 Scott Goodman (201) 206-7315	\$ 732,825.00	Nov. 2021
Sussex Wantage B.O.E. Sussex, NJ	Sussex Middle School New Accessible Ramp with Railing - Demolition, Excavation, Concrete Ramps/Landing & Railings	Prime	Parette Somjen Architects 439 Rt. 46 East Rockaway, NJ 07866 Janine Angebetic (973) 586-2400	\$ 113,000.00	Oct. 2021
Trenton/Mercer Airport 1100 Terminal Cir Dr. Ewing Township, NJ 08628	Concrete Curb & Sidewalk - Scotch Rd.	Sub	C.J. Hesse, Inc. 25 First Ave, Suite 200 Atlantic Highlands, NJ 07716 Steven Delhaas (732) 291-8100	\$ 215,000.00	May 2021
Legoland Corp. Goshen, NY	Concrete Pavement, Curbs & Sidewalks	Sub	Argenio Bros. 2 Argenio Drive New Windsor, NY 12553 Jordan Ely, P.E. (845) 245-6565	\$ 1,030,000.00	April 2021

A-TECH CONCRETE CO., INC.11 TAYLOR ROAD
EDISON, NJ 08817

732-248-1777

Completed Projects as of

12/31/2022 FILE: ATECH2

ROAD, HIGHWAY, BRIDGE AND SITE CONSTRUCTION - PROJECT EXPERIENCE

Owner/Contractor, Address	Project Location & Description	Prime or Sub	Engineer / General Contractor / Tel.	Contract Price	Date Comp.
City of Hoboken Hoboken Pedestrian Crossing Improvements	Replacement of Curbs, Sidewalks & ADA Ramps at Various Intersections in Hoboken, NJ	Prime	City of Hoboken 94 Washington Street Hoboken, NJ 07030 Kimberli Craft (201) 420-2000	\$ 440,000.00	Sept. 2019
County of Rockland Facilities Management Pomona, NY	Replacement of concrete steps/landings with railings, sidewalks and landscape restoration	Prime	Facilities Management 50 Sanatorium Rd. Pomona, NY Chris Buteaux 845-364-3842	\$ 590,190.00	Oct. 2019
PSE&G Locust St. & 2nd St. Station Camden, NJ	Replacement of Curbs, Sidewalks, Driveways/Aprons & ADA Ramps at PSE&G Locust Station. Curb Wall also Installed.	Sub	Ferreira Construction 31 Tannery Road Branchburg, NJ 08876 Frank Polera (908) 442-1091	\$ 860,600.00	Oct. 2019
NJTA Monmouth Service Area Monmouth, NJ	Reinforced Concrete Curbs, Sidewalks, Barrier, Pavement and Installation of Concrete Pads at Monmouth Service Area	Sub	Almasi Companies 184 Main St. Woodbridge, NJ 07095 Attn: Laura Bianchini (732) 634-0741	\$ 670,000.00	Sept. 2019
Borough of Milltown Milltown DPW Milltown, NJ	Complete Site Work at Milltown DPW Site Including: Installation of Reinforced Concrete Slab, Concrete Pads, Curbs, Sidewalks, Curb Wall, Retaining Walls, Reinforced Driveways & DWS's	Sub	Carson Corporation 171 Rt. 94 N Lafayette, NJ 07848 Chris Simpson (973) 579-4100	\$ 681,500.00	Oct. 2019
City of Newburgh Newburgh, NY ADA Ramps	Replacement/Installation of ADA Concrete Ramp, Granite Curb & Sidewalks, Colored Concrete & Respective Pavement Replacement	Prime	City of Newburgh Engineering 83 Broadway Newburgh, NY 12550 Elizabeth Garrison (845) 569-7442	\$ 420,000.00	Nov. 2018
Village of Washingtonville, NY Curb & Walk Replacement	Replacement of Concrete Curbs (Slipform), Concrete Walks & Pavement Restorations	Prime	Village of Washingtonville 9 Fairlawn Dr. Washingtonville, NY 10992 Joseph Bucco (845) 496-3221	\$ 335,000.00	Dec. 2018
West Point M.A. West Point, NY Maintenance Program	Replacement of Curb, Sidewalks & Pavements at Various Locations at the Academy	Sub	Argenio Bros. 2 Argenio Dr. New Windsor, NY 12553 Steve Dolce (845) 561-5102	\$ 237,750.00	Oct. 2018
Manasquan B.O.E. Athletic Facility Manasquan, NJ	Lower Field Athletic Field - Concrete Curb Wall, Landscape Curbs, Concrete Pavers, Concrete Walks & Pads	Sub	The Landtek Group 235 County Line Rd. Amityville, NY 11701 David Livingston (631) 691-2381	\$ 115,000.00	Oct. 2018
Suez Water Co. of NJ Hackensack, NJ Water Service Installation	Replacement of Curb & Sidewalks at Various Locations in North Jersey	Sub	J. Fletcher Creamer & Son 101 E. Broadway Hackensack, NJ 07601 Velid Suljic (201) 488-9800	\$ 387,000.00	Sept. 2018
Paramus Board of Education Paramus, NJ	Complete site work (concrete & pavement) renovations and new steel canopy at high school & memorial schools	Prime	Paramus Board of Education 145 Spring Valley Road Paramus, NJ 07652 Steve Cea (201) 261-7800	\$ 538,350.00	Nov. 2017
Seaport Business Park Elizabeth, NJ	Warehouse Facilities Provide reinforced concrete pavement, curbs & walks	Sub	Pillari Bros Construction 65 Squankum Yellowbrook Road Farmingdale, NJ 07727 Bill Garabrants (732) 938-4550	\$ 289,685.00	Nov. 2017
City of Jersey City Jersey City, NJ	Columbia Park Improvements - Recon. Of Park Concrete, Pavements, Pavers, Landscaping, Masonry Structures & Site Amenities	Prime	City of Jersey City 394 Central Avenue Jersey City, NJ 07307 Brain Weller (201) 547-5900	\$ 461,150.00	Oct. 2017

A-TECH CONCRETE CO., INC.

11 TAYLOR ROAD
EDISON, NJ 08817

732-248-1777

Completed Projects as of

12/31/2022 FILE: ATECH2

ROAD, HIGHWAY, BRIDGE AND SITE CONSTRUCTION - PROJECT EXPERIENCE

Owner/Contractor, Address	Project Location & Description	Prime or Sub	Engineer / General Contractor / Tel.	Contract Price	Date Comp.
Richard Metz Construction Co. Flemington, NJ	Copper Hill Solar Farm Construct reinforced concrete foundations and slabs for Solar Panel Arrays and respective structural elements	Sub	Richard Metz Construction Co. 4 Thistle Lane Flemington, NJ 08822 Attn: Richard Metz (908) 788-5526	\$ 207,575.00	Sept. 2015
County of Hudson Jersey City, NJ	Single Span Arch Bridge Carrying Woodland Ave. over Davis Ave. - Reconstruct and Expand Arch Bridge. Structural Footings/Abutments/Deck/Parapets, Respective Earthwork, Paving, Curbs, Walks, Storm Drainage, Railing Fencing, Traffic Striping and landscaping	Prime	KS Engineers, PC 494 Broad Street, 4th Floor Newark, NJ 07102 Attn: Sean Keating (973) 876-1101	\$ 1,657,000.00	July 2015
NJ Dept. of Transportation Trenton, NJ	NJDOT Maintenance JOC Bridge Repairs, Central - 2014 Repair - Surface and Pavement Restoration and repair of existing Bridges throughout Monmouth County	Prime	NJ Dept. of Transportation 1035 Parkway Avenue Trenton, NJ 08825 Attn: Parth Oza (609) 530-2000	\$ 1,578,475.00	May 2015
Merck Inc. Branchburg, NJ	Merck Sharp Site - Concrete Curbs and Walks	Sub	The Nicholson Corp 201 Chamberbridge Rd. Branchburg, NJ 08876 Attn: Tim O'Rourke 908-575-0055	\$ 146,499.00	Dec. 2014
New Rochelle WWTF New Rochelle, NY	Modifications to Waste Water Treatment Facility Concrete Curbs and Walks	Sub	Yonkers Contracting 969 Midland Ave Yonkers, NY 10704 Attn: Brian Ohrvall 914-965-1500	\$ 85,450.00	Nov. 2014
Franklin Twp. BOE 1755 Amwell Road Somerset, NJ	New Bleachers and Site Improvements at High School Demolition and Replacement of Bleachers with site upgrades i.e. concrete pavement, curbs, walks, foundations, site electric trench drain, fencing and landscaping	Prime	DRG Architects Pat Siwell 732-560-7900	\$ 952,915.00	March 2014
Twp. Of Weehauken Weehauken, NJ	American Legion Memorial Park Construct Decorative Walls, Pavements, Park Amenities Railings/Fences, Site Lighting & Landscaping	Prime	Mayo, Lynch & Associates 1 Marine Plaza N. Bergen, NJ 07047 Attn: Grace Lynch, RA 201-866-7171	\$ 455,400.00	Nov. 2013
Elizabeth Parks Department City of Elizabeth, NJ	Charles Holland Memorial Park Construct Skate Park, Play Equipment/Structures, Decorative Concrete, Site Lighting, Landscaping, Fencing Park Amenities	Prime	City Engineer 150 Winfield Scott Palza Elizabeth, NJ 07201 Dan Loomis, PE 908-820-4100	\$ 538,460.00	Oct. 2013
Village of Piermont Piermont, NY	Rockland Road Bridge Reconstruction Pile Installation, Excavation, Demolition, Reinf. Concrete Foundations, Masonry Repairs, Concrete Bridge Deck HMA Paving, Granite Curbs, & Pavers	Prime	Brooker Engineering 176 Lafayette Street Suffern, NY 10901 Attn: Ken Degenarro 845-357-4411	\$ 437,430.00	Sept. 2013
NJ Community Development Corp. Paterson, NJ	William Carlos Williams Community Plaza Site construction/development of new park, Decoative Concrete Pavements and Walls, Park Amenities, Fencing Landscaping	Prime	NJ Community Development Corp. 32 Spruce Street Paterson, NJ 07501 Attn: Mike DeBlasio 973-413-1612	\$ 270,250.00	July 2013
Montclair Board of Education Montclair, NJ	Glenfield School - Structural Repairs Demolition, Shoring Systems, Reinf. Concrete Columns Pavements, Waterproofing Membranes	Prime	Richard Rigolo/Architects 151 Grove Street Clifton, NJ 07013 Attn: Richard Rigilo, RA 973-779-8864	\$ 248,575.00	June 2013
Con Edison of New York Astoria, Queens NY	Con-Edison North Storage Yard Facility Reinf Concrete Pavement & Containment Curbs 97,000 SF	Sub	Creamer Environmental 215 Union Street Hackensack, NJ 07601 Gary Kowalski 201-968-3300	\$ 2,238,000.00	Dec 2012
Village of Nyack Nyack, NJ	Streetscape Construction Colored Concrete PVT., Site Lighting Site Amenities, H.C. Ramps/Crosswalks Bituminous & Concrete Paving	Prime	Brooker Engineering 76 Lafayette Ave. Suffern, NY Eve Mancuso 845-357-4411	\$ 1,327,651.00	Nov 2012

STATUS OF CONTRACTS ON HAND

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

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

See ATTACHED

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

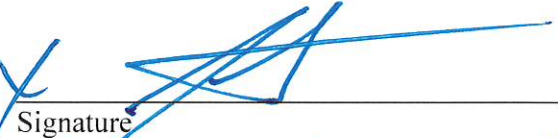
STATUS OF CONTRACTS ON HAND (As of September 30, 2023)


[illegible]

STATEMENT OF COMPLIANCE

**REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1)
AND PAMRAPO GARDENS ANNEX (12-6A)**

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.

X 
Signature


Title

AFFIRMATIVE ACTION AFFIDAVIT

**REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1)
AND PAMRAPO GARDENS ANNEX (12-6A)**

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 A-Team Concrete Co 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 A-Team Concrete Co. may be debarred from all public contracts for a period of up to five (5) years.

(Signature) X

11/3, 2023.
Armando Amarim, V.P.
Title (Sole Proprietor, General Partner or
Corporate Officer)

Subscribed and sworn to before me

this 3 day of Nov, 2023

My commission expires

Spiro Mitrou
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 19, 2026

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 44146

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 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-OCT-2022

to 15-OCT-2025

A-TECH CONCRETE CO., INC.
11 TAYLOR ROAD
EDISON

NJ 08817



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

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

REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1)
AND PAMRAPO GARDENS ANNEX (12-6A)

AFFIDAVIT
(Prime Bidder)

State of N.J.)
) : SS
County of Monmouth)

Amaro Amorin, 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, A-Teeth Concrete Co 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: A-Teeth Concrete Co

Printed Name and Title: Amaro Amorin, V.P.

X [Signature]
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 3 day of Nov, 2023

My commission expires 20.

Form rev. 8/11/04



Form of Site Inspection

REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1)
AND PAMRAPO GARDENS ANNEX (12-6A)

AFFIDAVIT
(Prime Bidder)

State of N.J.)
) : SS
County of Middlesex)

Armando Amorim, being first duly sworn, deposes and says:

That he is V.P. 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 A-Tech Concrete Co., estimator, in an effort to arrive at the
[name of firm]

enclosed bid proposal amount.

X [Signature]
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 3 day of Nov, 2023

[Signature]
Spiro Mitrou
NOTARY PUBLIC
STATE OF NEW JERSEY
My commission expires 56
MY COMMISSION EXPIRES AUGUST 19, 2026

Form of Voluntary Act and Deed Acknowledgement

REPLACEMENT OF EXTERIOR STAIRS AT PAMRAPO GARDENS (12-1)
AND PAMRAPO GARDENS ANNEX (12-6A)

AFFIDAVIT
(Prime Bidder)

State of N.J.)
) : SS
County of Missouri)

Armando Amorin, being first duly sworn, deposes and says:

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

foregoing proposal or bid, and that the Armando Amorin, V.P.
[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.

X [Signature]
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 3 day of Nov, 2023

My commission expires [Signature]

Spiro Mitrou
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 19, 2026

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

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

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

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

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

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

STATE OF NEW JERSEY
DIVISION OF CONTRACT COMPLIANCE
EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

FORM AA-201

Revised 10/03

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Assignment

Code

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

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT									
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)				CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD									
				6. NAME AND ADDRESS OF PROJECT						7. PROJECT NUMBER			
												8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? <input type="checkbox"/> YES <input type="checkbox"/> NO	
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []				COUNTY									
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													
5. GLAZIER													
6. HVAC MECHANIC													
7. IRONWORKER													
8. OPERATING ENGINEER													
9. PAINTER													
10. PLUMBER													
11. ROOFER													
12. SHEET METAL WORKER													
13. SPRINKLER FITTER													
14. STEAMFITTER													
15. SURVEYOR													
16. TILER													
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)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

Certificate Number
62977

Registration Date: 05/03/2022
Expiration Date: 05/02/2024



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:

A-Tech Corporate Co., Inc.
2022

Responsible Representative(s):
Jose Dasilva, President
Manuel Amorim, Secretary

Responsible Representative(s):
Armando Amorim, Vice-President

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.