

Previous Participation Certification

OMB Approval No. 2502-0118

(Exp. 05/31/2019)

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 Principals of Multifamily Projects (See instructions)

For HUD HQ/FmHA use only

Reason for submission:

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)
 Existing

Rehabilitation

Proposed (New)


7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number
Burlew, Edward C. 59 West Front Street Keyport, NJ 07735	President	22-1968634

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case may be, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

- 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 principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - 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;
 - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - The principals 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);
 - The principals 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;
 - All the names of the principals who propose to participate in this project are listed above.
 - None of the principals 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.
 - None of the principals 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.
 - None of the principals 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 principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
 - None of the principals 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.
 - Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
Edward C. Burlew		4/23/2020	732-888-9625
This form prepared by (print name) Edward C. Burlew		Area Code and Tel. No. 732-888-9625	

Previous editions are obsolete

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

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' 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
Burlaw, Edward Charles	Elizabeth Housing Authority Morristown Housing Authority Camden Housing Authority Cliffside Park Housing Auth Newark Housing Authority Newton Housing Authority Passaic Housing Authority Phillipsburg Housing Authority Princeton Housing Authority Secaucus Housing Authority Hoboken Housing Authority New Brunswick Housing Auth Irvington Housing Authority	President	N/A	X	N/A

Part II- For HUD Internal Processing Only

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

Date (mm/dd/yyyy)	Tel No. and area code	<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	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No Date (mm/dd/yyyy)
Supervisor			

Previous editions are obsolete

**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.

Edward C. Burlew [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, [X] is not listed on the Environmental Protection Agency List of Violating Facilities:

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

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

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


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

(b) A fully executed "Previous Participation Certificate"

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

13. Bidder's Signature

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



(Signature and Date) 4/23/2020

Edward C. Burlew

(Typed or Printed Name)

President

(Title)

Magic Touch Construction Co., Inc.

(Company Name)

59 West Front Street
Keyport, NJ 07735

(Company Address)

**CONTRACT FOR
GENERAL CONSTRUCTION SERVICES**

Upon Award

THIS AGREEMENT made this _____ day of _____, 2020, by and between _____, a Corporation, organized and existing under the laws of the State of _____, OR a Partnership consisting of _____, _____, OR an Individual trading as _____, hereinafter called the "Contractor", and the Housing Authority of the City of Hoboken, hereinafter called the "Authority".

WITNESSETH, that the Contractor and the Authority, for the consideration stated herein, mutually agree as follows:

ARTICLE 1: STATEMENT OF WORK. The Contractor shall furnish all labor, materials, tools and equipment and shall perform all work in strict accordance with the Contract Documents, as defined in Article 6 herein, all signed and/or initialed by the undersigned, which are incorporated herein by reference and made a part hereof.

ARTICLE 2: TERM. The term of this Contract shall commence on a date specified in a written Notice to Proceed issued by the Authority, and shall continue for a period of one year therefrom (the "Initial Term"). The Authority, in its sole discretion, shall have the option to extend this Contract for an additional one-year term from the end date of the Initial Term, at the same rates and terms as the Initial Term.

ARTICLE 3: THE CONTRACT PRICE. The Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Project Manual, the sum of _____ Dollars (\$ _____).

ARTICLE 4: PAYMENT. Payment shall be made as set forth in the Contract Documents, as defined in Article 6 herein, specifically the "General Conditions" of the Specifications.

ARTICLE 5: BUSINESS REGISTRATION PURSUANT TO P.L. 2004, c.57.

- A. The Contractor has provided a copy of its business registration in accordance with the following schedule:
- (i) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or
 - (ii) For all other transactions, before the issuance of a purchase order or other contracting documents. In its sole discretion, the Authority may waive this requirement if a business registration has been previously provided to the Authority;
- 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 (c.52:32-44));
- 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 a part of this contract, shall provide a copy of its business registration to the Contractor who shall forward it to the Authority at the time of the bid submission;
 - (ii) For any other subcontractor (other than those listed in the above paragraph), that subcontractor shall provide a copy of its business registration to the Contractor who shall forward them to the Authority;
 - (iii) No contract with a subcontractor shall be entered into by any Contractor under this contract with the Authority unless the subcontractor first provides proof of valid business registration;

- (iv) 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 or 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.

ARTICLE 6: CONTRACT DOCUMENTS. Contract documents shall consist of the following signed and/or initiated component parts:

- A. This Instrument
- B. General Conditions
- C. Invitation to Bid
- D. Instructions to Bidders
- E. Summary of Work and Special Requirements
- F. Detailed Specifications
- G. Contractor’s Bid as accepted by the Authority
- H. Plans
- I. Addendum (if any)
- J. Other: _____

This instrument, together with the documents enumerated in this Article, form the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of the contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date and year first written above.

**HOUSING AUTHORITY OF THE
CITY OF HOBOKEN**

By: _____
DAVID MELLO, Chair

ATTEST:

MARC A. RECKO, Secretary

(Insert Name) CONTRACTOR

By: _____

Title: _____

Business Address: _____

ATTEST:

SCOPE OF WORK

HOUSING AUTHORITY OF THE CITY OF HOBOKEN GENERAL CONSTRUCTION SERVICES CONTRACT AT

- ANDREW JACKSON GARDENS
- HARRISON GARDENS
- MONROE GARDENS
- ADAMS GARDENS
- FOX HILL GARDENS
- CHRISTOPHER COLUMBUS GARDENS

HOBOKEN, NEW JERSEY

1. BASE BID

The scope of this General Construction Services Contract includes, but is not limited to twenty four (24) hour, seven (7) day a week emergency on call service contract with a response time not to exceed four (4) hours from time of notification. The following are examples of the types of work and / or repairs that may be required under this General Construction Services Contract:

- Repairs or replacement of broken doors
- Repair of holes in walls and / or ceilings
- Repair and / or replacement of flooring
- Removal and installation of kitchen cabinets
- Repairs and Upgrades to Bathrooms

The Base Bid shall include the following labor:

- Three Hundred Twenty (640) man-hours for a Carpenter
- One Hundred Twenty Eight (256) man-hours for a Carpenter- resilient floors
- One Hundred Twenty Eight (256) man-hours for a Drywall Finisher
- Eighty (160) man-hours for a Laborer-building
- Eighty (160) man-hours for a Heavy and general
- One Hundred Twenty Eight (256) man-hours for a Painter New Construction
- One Hundred Twenty Eight (256) man-hours for a Painter Repairer
- Eighty (160) man-hours for a Plasterer
- Sixty Four (128) man-hours for a Tile Setter Ceramic
- Sixty (120) man-hours for a Truck Driver
- Sixty (120) man-hours for a Truck Driver Material Delivery

All labor provided under this General Construction Services Contract is subject to the Davis Bacon Prevailing Wage Rates. The work to be done is an on-call basis and billing will be based only on actual work performed.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

MAGIC TOUCH CONSTRUCTION COMPANY, INC.

TRADE NAME:

ADDRESS:

59 W FRONT ST
KEYPORT NJ 07735
EFFECTIVE DATE:

03/23/90

SEQUENCE NUMBER:

0097270

ISSUANCE DATE:

09/25/08



Director
New Jersey Division of Revenue

FORM BRC

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

09-087-0200-0000

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2014** to **15-JAN-2021**



MAGIC TOUCH CONSTRUCTION CO., INC.
59 W. FRONT ST.
KEYPORT

NJ 07735



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

Certificate Number
52016

Registration Date: 05/03/2019
Expiration Date: 05/02/2021



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Edward Burlew, President

Magic Touch Construction Co., Inc.
2019

Handwritten signature of Robert Asaro-Angelo in black ink.

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.

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

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



THIS IS TO CERTIFY THAT THE
Home Improvement Contractors

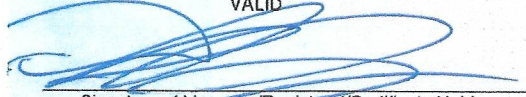
HAS REGISTERED

MAGIC TOUCH CONSTRUCTION CO., INC.
Edward C. Burlew
59 W. Front St.
Keyport NJ 07735

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

02/04/2020 TO 03/31/2021

VALID


Signature of Licensee/Registrant/Certificate Holder

13VH01201100

LICENSE/REGISTRATION/CERTIFICATION #


ACTING DIRECTOR

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



THIS IS TO CERTIFY THAT THE
Board of Exam. of Master Plumbers H

AS LICENSED

Edward C. Burlew
T/A MAGIC TOUCH CONST CO INC
59 WEST FRONT ST
KEYPORT NJ 07735-1249

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

05/08/2019 TO 06/30/2021

VALID

A stylized, handwritten signature in black ink, appearing to be 'E. Burlew', written over a horizontal line.

Signature of Licensee/Registrant/Certificate Holder

36B100712400

LICENSE/REGISTRATION/CERTIFICATION #

A handwritten signature in black ink, appearing to be 'Paul Rodriguez', written over a horizontal line.

ACTING DIRECTOR

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

FIRST-CLASS MAIL
U.S. POSTAGE PAID
TRENTON, NJ
PERMIT 21

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED


**MAGIC TOUCH CONSTRUCTION CO INC
VINCENT S ROSATO, JR
59 W Front Street
Keyport NJ 07735**

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

03/13/2018 TO 03/31/2021
VALID

34EB01543800
LICENSE/REGISTRATION/CERTIFICATION #


Signature of Licensee/Registrant/Certificate Holder


ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Examiners of Electrical Co:
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

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

THIS IS TO CERTIFY THAT THE
Board of Exam. of HVACR Contractors

HAS LICENSED

Edward C. Burlew
59 West Front Street
Keyport NJ 07735-1249

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

05/07/2018 TO 06/30/2020


VALID

Signature of Licensee/Registrant/Certificate Holder

19HC00176300

LICENSE/REGISTRATION/CERTIFICATION #


ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Exam. of HVACR Contractors
HAS LICENSED
Edward C. Burlew
Master HVACR Contractor



05/07/2018 TO 06/30/2020
VALID

SIGNATURE

19HC00176300
License/Registration/Certificate #


ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Exam. of HVACR Contractors
P.O. Box 47031
Newark, NJ 07101

PLEASE DETACH HERE

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



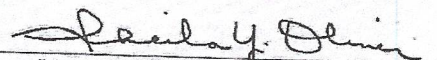
State of New Jersey
Department of Community Affairs
Division of Fire Safety



Hereby Issues To
EDWARD C BURLEW

The Following Certification As
FIRE SPRINKLER SYSTEM

<u>07/05/2018</u>	to	<u>10/31/2021</u>
Issue Date		Lapse Date


Lieutenant Governor Sheila Y. Oliver
Commissioner

Empolyee	Trade
Billy Chasen	Carpenter
Billy Greenhill	Carpenter
Billy Reamer	Laborer
Colton Redding	Laborer
Dominik Morawski	Plumber/Electrician
Edward Burlew	Plumber/Fire Sprinklers
George Walling	Plumber/Electrician
George Walling Sr	Supervisor
Kevin Tweddle	Electrician/Laborer
Kevin Wines	Laborer
Marc Ulmer (JR)	Plumber
Matthew Nichols	Laborer
Philip O'Brien	Laborer
Potok Przemyslaw	Plumber/Laborer
Randy Matthews	Laborer
Robert Siwakowski	Laborer
Roman Skrypski	Carpenter
Ryan Burlew	Plumber/Electrician
Ryan Colilla	Electrician/Laborer
Ryan Leahey	Plumber
Serge Zhurkov	Laborer
Slawomir Wlodyka	Plumber
Steve Huegel	Laborer
Steve Jannarone	Laborer
Vincent Rosato	Electrician



MAGIC TOUCH CONSTRUCTION CO., INC.

Construction, Plumbing, HVAC, Fire Sprinkler Systems

Plumbing License #7124 Fire Sprinkler License #P00526

DPMC/HVAC License #1061

Electric License 34EB01543800

Edward C. Burlew, President

59 W. Front St. Keyport, NJ 07735 Ph. 732-888-9625 Fax 732-888-9624

E-Mail: MagicTouch1972@yahoo.com

April 23, 2020

To Whom It May Concern,

Magic Touch Construction Co., Inc. is licensed, bonded and fully insured. We are pre-qualified with the State of NJ DPMC, SBE, and the NJSDA. We are certified with the Public Contractor's Registration Act. We have a Fire Sprinkler license, Master Plumber's license, Master HVACR Contractor license, Electrician license, and a NJ Home Improvement Contractor's license.

We own, lease and control all necessary equipment, trucks, pumps, air compressors and all other hand tools required to complete this project.

We currently have 25 employees with who are skilled and qualified, and we have contracts with multiple Housing Authority, Board of Education, Co-Op, Counties & Municipalities.

Edward C. Burlew with 100% ownership, has owned and operated Magic Touch Construction Co., Inc. since 1972.

Thank You,

Edward C. Burlew
President

MAGIC TOUCH CONSTRUCTION References / Current Contracts

Project Name & Location	Type of Work	Date of Project	Project Contact
Essex County Parks 115 Clifton Avenue Newark, NJ 07102	Plumbing Boilers	2018-2019	Mike Stefanelli 201-259-9669
Educational Services Commission of NJ 1660 Stelton Road Piscataway, NJ 08854	Plumbing	2016-2019	Patrick Moran 732-777-9848 Ext. 3120
Rockaway Township 65 Mount Hope Road Rockaway, NJ 07866	Electrical	2019-2020	Brian Coward 973-983-2841
Elizabeth Housing Authority 688 Maple Ave Elizabeth, NJ 07202	Plumbing Electrical	2018-2019	Mike Medeiros 908-965-2400 Ext. 116
Morristown Housing Authority 31 Early Street Morristown, NJ 07960	General Contracting Plumbing Boilers	2019	Allison Durham 908-884-9561
City of Hoboken 94 Washington St. Hoboken, NJ 07030	Plumbing	2019	Leo Pellegrini 201-420-2012
Hazlet Township Board of Education 421 Middle Road Hazlet, NJ 07730	Plumbing	2018-2019	Charles Hildner 732-496-2536
Mercer Technical/Special Services Schools 1085 Old Trenton Road Trenton, NJ 08692	Electrical	2019-2020	Rick Hillman 609-960--2070
City of Elizabeth 50 Winfield Scott Plaza Elizabeth, NJ 07021	Plumbing	2016-2019	Antoinette Mazza 908-820-4102
New Brunswick Housing Authority 7 Van Dyke Avenue New Brunswick, NJ 08901	Plumbing Electrical	2019-2020	John Clarke 732-745-5157 Ext 301

MAGIC TOUCH CONSTRUCTION Completed Contracts

Project Name & Location	Type of Work	Date of Project	Dollar Amount	Person in Charge
Essex County Parks 115 Clifton Avenue Newark, NJ 07102	Plumbing Boiler Maint. Boiler Repairs	3/9/2017	\$ 92,364.65	Mike Stefanelli 201-259-9669
Educational Services Commission of NJ 1660 Stelton Road Piscataway, NJ 08854	Plumbing Boiler Repairs	1/30/2017	230,001.02	Patrick Moran 732-777-9848 Ext. 3120
Asbury Park Board of Education 910 4th Avenue Asbury Park, NJ 07712	Plumbing Electrical	10/19/2018	\$52,691.96	Walter Sosa 732-776-2606 Ext. 2851
Bernards Township Board of Education 101 Peachtree Road Basking Ridge, NJ 07920	Plumbing General Construction	1/24/2017	\$20,349.00	Steve Santoro 732-904-7699
Barnabas Health 99 Highway 37 Toms River, NJ 08755	Plumbing Electrical	12/18/2018	\$61,390.00	Adam Tart 609-709-3700
City of Hoboken 94 Washington St. Hoboken, NJ 07030	Plumbing	9/4/2015 9/2/2016 5/3/2017	\$20,263.69 54,401.80 \$12,772.69	Leo Pellegrini 201-420-2012
Hazlet Township Board of Education 421 Middle Road Hazlet, NJ 07730	Plumbing	7/29/2017 4/18/2017	\$14,057.90 \$3,936.00	Charles Hildner 732-496-2536
Keyport Public Schools 370 Broad Street Keyport, NJ 07735	Plumbing	7/19/2016	\$39,520.00	Edward McManus 732-212-6100 ext# 1008
Sussex County Tech School 105 North Church Road Sparta, NJ 07871	Plumbing Electrical	2/19/2019	\$64,496.83	Andrew Italiano 973-383-6700 Ext. 214
Morristown Housing Authority 31 Early Street Morristown, NJ 07960	General Construction Plumbing Boilers	7/1/2019	\$150,619.14	Allison Durham 908-884-9561

MAGIC TOUCH CONSTRUCTION CO., INC.
FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDING JUNE 30, 2019

Table of Contents

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Cost of Revenues	5
Note to Financial Statement	6-8

MESZAROS AND COMPANY, LLC

Certified Public Accountants

82 B Main Street
Matawan, N.J. 07764
Tel: 732-566-6030
Fax: 732-566-6035

Website: www.KBMFinancialAdvisers.com

To the Board of Directors
Magic Touch Construction Co., Inc.
59 West Front Street
Keyport, N.J. 07735

Management is responsible for the accompanying financial statements of Magic Touch Construction Co., Inc. which comprise the balance sheet as of June 30, 2019 and the related statements of operations and retained earnings and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Meszaros and Company

August 20, 2019

MAGIC TOUCH CONSTRUCTION CO., INC.
BALANCE SHEET
JUNE 30, 2019

ASSETS

Current Assets	
Cash	\$ 1,042,045
Trade Accounts Receivable	<u>917,240</u>
Total Current Assets	1,959,285
Land, Building & Equipment	310,611
Other Assets	
Investment in Limited Liability Company	262,655
Security Deposit	<u>1,220</u>
	<u>263,875</u>
Total Assets	<u><u>\$ 2,533,771</u></u>

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities	
Trade Accounts Payable	\$ 354,889
Taxes Payable	<u>90,210</u>
Total Current Liabilities	445,099
Other Liabilities	
Due to Shareholders	<u>30,240</u>
Total Liabilities	475,339
Stockholders' Equity	
Common Stock, No Par Value, 100 Shares Authorized, Issued, and Outstanding	1,000
Additional Paid In Capital	14,016
Retained Earnings	<u>2,043,416</u>
Total Stockholders' Equity	<u>2,058,432</u>
Total Liabilities and Stockholders' Equity	<u><u>\$ 2,533,771</u></u>

See accountant's compilation report and notes to the financial statements.

MAGIC TOUCH CONSTRUCTION CO., INC.
STATEMENT OF OPERATIONS AND RETAINED EARNINGS
FOR THE YEAR ENDING JUNE 30, 2019

Revenue	\$ 4,826,110
Cost of Revenue	<u>3,325,672</u>
Gross Profit	1,500,438
Selling, General and Administrative Expenses	<u>735,358</u>
Income From Operations	765,080
Other Income	
Passthrough Loss from LLC	<u>68,110</u>
INCOME BEFORE TAXES	833,190
INCOME TAXES	<u>191,024</u>
NET INCOME	642,166
Retained Earnings, Beginning of Year	<u>1,401,250</u>
Retained Earnings, End of Year	<u><u>\$ 2,043,416</u></u>

See accountant's compilation report and notes to the financial statements.

MAGIC TOUCH CONSTRUCTION CO., INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDING JUNE 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$ 642,166
Adjustments to Reconcile Net Income to Net Cash Provided By Operating Activities	
Depreciation	60,242
(Increase) Decrease In:	
Trade Accounts Receivable	(276,346)
Increase (Decrease) In	
Trade Accounts Payable	262,472
Taxes Payable	39,808
	39,808

NET CASH PROVIDED BY OPERATING ACTIVITIES 728,342

CASH FLOWS USED FOR INVESTING ACTIVITIES

Increase in Investment in LLC	(68,110)
Equipment Purchases	(128,602)
	(128,602)

NET CASH USED FOR INVESTING ACTIVITIES (196,712)

NET INCREASE IN CASH 531,630

Cash, Beginning of Year 510,415

Cash, End of Year \$ 1,042,045

SUPPLEMENTAL DISCLOSURES

Interest Paid	\$ -
Income Taxes	\$ 211,898

See accountant's compilation report and notes to the financial statements.

Supplementary Information

MAGIC TOUCH CONSTRUCTION CO., INC.
SCHEDULE OF SELLING, GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEAR ENDING JUNE 30, 2019

Auto Expense	\$ 10,266
Bank Charges	1,110
Commissions	28,460
Depreciation	60,242
Donations	3,125
Dues & Subscriptions	705
Education & Training	6,611
Employee Benefits	32,116
Freight & Delivery	910
Insurance	116,287
Licenses & Fees	20,240
Office Supplies & Expense	5,019
Payroll-Officer	118,880
Payroll-Other	34,904
Payroll Taxes	104,311
Professional Fees	20,611
Real Estate Taxes	71,243
Repairs & Maintenance	24,801
Security	1,410
State Corporation Taxes	20,965
Telephone	9,029
Utilities	43,016
Website Expenses	<u>1,097</u>
Total Selling, General and Administrative Expenses	<u><u>\$ 735,358</u></u>

See accountant's compilation report and notes to the financial statements.

MAGIC TOUCH CONSTRUCTION CO., INC.
COST OF REVENUE
FOR THE YEAR ENDING JUNE 30, 2019

Direct Costs

Job Materials	\$ 1,866,199
Direct Labor	1,299,722
Subcontractors	120,666
Equipment Rental	29,019
Othe Job Related Costs	<u>10,066</u>
Total Cost of Revenue	<u><u>\$ 3,325,672</u></u>

See accountant's compilation report and notes to the financial statements.

MAGIC TOUCH CONSTRUCTION CO., INC.
NOTES TO FINANCIAL STATEMENT

Note 1 - Summary of significant accounting policies

Nature of Business - Magic Touch Construction Co., Inc. (the "Company") operates a full service plumbing and construction company serving central and northern New Jersey. The corporate offices are located in Keyport, New Jersey.

Concentration of Credit Risk - Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of temporary cash investments and trade accounts receivables. Cash and cash equivalents include all cash balances and highly liquid investments with maturity of three months or less when acquired. The Company places its temporary cash investments with high credit quality financial institutions. At times, such investments may exceed federally insured limits.

Trade Receivables - Trade receivables are recorded when invoices are issued and are presented in the balance sheet net of an allowance for doubtful accounts. On a periodic basis, the Company evaluates its trade receivables and establishes, if necessary, an allowance for doubtful accounts based on a history of past write-offs and collections and current credit conditions. Any receivables determined to be uncollectible are written off against the allowance.

Property and Equipment - Property and equipment is stated at cost. Additions, renewals and improvements of property and equipment are capitalized. Expenditures for maintenance and repairs are expensed as incurred. The cost of property and equipment retired or sold, together with the related accumulated depreciation, is removed from the appropriate accounts and the resulting gain or loss is incurred in the statement of operations.

Depreciation is computed using the straight-line and accelerated methods over the estimated useful lives of related assets.

Use of Estimates in Preparing Financial Statements - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the year. Actual results could differ from those estimates.

**MAGIC TOUCH CONSTRUCTION CO., INC.
NOTES TO FINANCIAL STATEMENTS**

Note 1 - Summary of significant accounting policies (continued)

Deferred Income Taxes - For income tax reporting, the Company uses accounting methods that recognize depreciation sooner than for financial statement reporting. As a result, the basis of property and equipment for financial reporting exceeds its tax basis by the cumulative amount that accelerated depreciation exceeds straight-line depreciation. Deferred income taxes have been recorded for the excess, which will be taxable in future periods through reduced depreciation deductions for tax purposes.

Note 2 - Property and Equipment

Property, plant and equipment consist of the following:

		<u>Useful Lives</u>
Land, Building and Improvements	\$ 167,308	39 years
Equipment & Trucks	551,784	5-10 years
	<u>719,092</u>	
Less: Accumulated Depreciation	<u>408,481</u>	
	<u><u>\$ 310,611</u></u>	

Note 4 - Income Taxes

The Company's provision for income taxes differs from that calculated by applying the statutory U.S. federal income tax rate and New Jersey corporation income tax rate to income before income taxes. The primary reasons for the differences are:

- Certain expenses are deductible for financial statement purposes, but not for income tax purposes.
- Certain expenses, principally depreciation, are deducted in different periods for financial statement purposes than for income tax purposes.