



**LAN ASSOCIATES**

ENGINEERING ▪ PLANNING ▪ ARCHITECTURE ▪ SURVEYING, LLP

252 MAIN STREET, GOSHEN, NY 10924

PHONE: (845) 615-0350 FAX: (845) 615-0351

**CONTRACT DOCUMENTS  
AND  
TECHNICAL SPECIFICATIONS  
FOR  
PEEKSKILL HOUSING AUTHORITY  
BATHROOM REVITALIZATION PROJECT  
PHASE 3  
AT  
DUNBAR HEIGHTS APARTMENTS**

Peekskill Housing Authority  
807 Main Street  
Peekskill, NY 10566

Telephone No. 914-739-1700

Contact: Ms. Janneyn Phalen,  
Executive Director

**LAN Job #4.1608.07**

July 31, 2025

Peekskill Housing Authority

**ADVERTISEMENT FOR BIDS**

Owner: The Peekskill Housing Authority

Sealed bids for Capital Fund Site Improvements for the Peekskill Housing Authority will be received by the Peekskill Housing Authority at the office of the Executive Director at 807 Main Street, Peekskill, New York 10566 on **Tuesday, September 2, 2025 at 11:00 a.m.** and then at said office publicly opened and read aloud.

A pre-bid meeting will be held at Dunbar Heights, 696 Highland Avenue, Peekskill, NY 10566 on **Thursday, August 14, 2025 at 11:00 a.m.**, for the purpose of reviewing the Scope of Work and Project Procedures. The pre-bid meeting is not mandatory but is **strongly suggested**.

Complete sets of Bidding Documents, Drawings and Specifications, may be obtained from Bidly c/o Lohrius Blueprint, 226 Newtown Road, Plainview, NY 11803, Tel: 516-465-2880, upon depositing the sum of \$100 for each combined set of documents beginning on **Thursday, July 31, 2025**. Checks or money orders shall be made payable to Peekskill Housing Authority. Plan deposit is refundable in accordance with the terms in the Instructions to Bidders to all submitting bids. Any bidder requiring documents to be shipped shall make arrangements with the printer and pay for all packaging and shipping costs.

Please note REVplans ([revplans.biddyhq.com](http://revplans.biddyhq.com) and [lan.biddyhq.com](http://lan.biddyhq.com)) are the designated location and means for distributing and obtaining all bid package information. Only those Contract Documents obtained in this manner will enable a prospective bidder to be identified as an official plan holder of record. The Provider takes no responsibility for the completeness of Contract Documents obtained from other sources. Contract Documents obtained from other sources may not be accurate or may not contain addenda that may have been issued.

All bid addenda will be transmitted to registered plan holders via email and will be available at [revplans.biddyhq.com](http://revplans.biddyhq.com) and [lan.biddyhq.com](http://lan.biddyhq.com). Plan holders who have paid for hard copies of the bid documents will need to make the determination if hard copies of the addenda are required for their use and coordinate directly with the printer for hard copies of addenda to be issued. There will be no charge for registered plan holders to obtain hard copies of the bid addenda.

All technical questions, comments, and inquiries should be directed to LAN (Attention Ms. Katherine Mendez, at telephone number 845-615-0350, fax number 845-615-0351 or email [katherine.mendez@lanassociates.com](mailto:katherine.mendez@lanassociates.com)).

The owner reserves the right to waive any formalities or to reject any or all bids.

An appropriate Surety's Consent by a Surety Company qualified to do business in the State of New York and on the approved list bidding itself to become surety for the full and faithful performance of the Contract in the amount equal to one hundred percent (100%) of the Contract for the protection of all persons furnishing materials or labor for fulfilling the Contract is also required in all cases.

Bid Bond, Consent of Surety must be obtained from Bid Bond/Surety Companies listed on the Federal Register "Department of Treasury" Circular 570. The register will be provided with the bid documents.

All bids and security must be enclosed in a properly sealed envelope bearing on the outside the name of the bidder and the title of the bid contained therein.

Attention is particularly called to the provision for Equal Employment Opportunity and payment not less than the minimum salaries and wages as set forth in the specification.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

---

Date

---

Ms. Janneyn Phalen, Executive Director

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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

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



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

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Ms. J. Phalen  
Peekskill Housing Authority  
807 Main Street  
Peekskill, NY 10566

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

☐ (3) a 20 percent cash escrow;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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



# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

### Table of Contents

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

### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

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

**13. Bidder's Signature**

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

*Francisco Ventura*

(Signature and Date)

Francisco Ventura

(Typed or Printed Name)

Principal

(Title)

Fenix Rsing and Calipers LLC

(Company Name)

559 West 183rd Street, Ste 14, New York 10033

(Company Address)



THE PEEKSKILL HOUSING AUTHORITYPROPOSAL**Bathroom Revitalization Project – PHASE 3 at Dunbar Heights Apartments**

Note to Bidders: The Peekskill Housing Authority will furnish to contractors one (1) copy of the following Form of Proposal. It shall be submitted in duplicate. The original to be notarized. The carbon copy need not be.

To: The Peekskill Housing Authority  
807 Main Street  
Peekskill, NY 10566

From: Fenix Rising and Calipers LLC

\_\_\_\_\_  
Name of Bidder

559 West 183rd street, Ste 14,

\_\_\_\_\_  
Street Address

New York, New York

\_\_\_\_\_  
City and State

646-594-0727

\_\_\_\_\_  
Telephone Number

Gentlemen:

1. The undersigned, having familiarized (himself) (herself) (themselves) with the local conditions affecting the cost of the work, and with the Specifications, (including Invitation for Bids, Instructions to Bidders, this Bid, the Form of the Bid Bond, the Form of Non-Collusive Affidavit, the Form of Contract, and the Form of Performance Bond or Bonds, the General Conditions, the Supplemental General Conditions, the General Scope of Work, the Technical Specifications and the Drawings) and Addenda, if any thereto, as prepared by the Local Authority and on file at the office of the Peekskill Housing Authority, hereby proposed to furnish all labor, materials, services, equipment, and related items required to complete all work.

Not Applicable

2. SUBCONTRACTORS: The bidder shall state below the names, addresses, and subcontract amounts for each of the following subcontractors included in the Lump Sum Bid.

a. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_ (\$ \_\_\_\_\_)  
Contract Amount  
\_\_\_\_\_  
Performance Security

b. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_ (\$ \_\_\_\_\_)  
Contract Amount  
\_\_\_\_\_  
Performance Security

c. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_ (\$ \_\_\_\_\_)  
Contract Amount  
\_\_\_\_\_  
Performance Security

d. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_ (\$ \_\_\_\_\_)  
Contract Amount  
\_\_\_\_\_  
Performance Security

3. All payments to be made under such contract for work and materials supplied by a Subcontractor listed above shall be paid directly by the Contractor in accordance with the "Local Public Contracts Law".

The bidder hereby acknowledges the receipt of the following Addenda or notices of Clarification, if any, distributed by the Architect:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Letters of Clarification \_\_\_\_\_ Dated: \_\_\_\_\_

The names and addresses of persons interested as principals or as stockholders in this Proposal are as follows: (Write first name in full.):

Francisco Ventura

_____	_____
_____	_____
_____	_____
_____	_____

The bidder shall state on the line below, whether or not he is a citizen of the United States, and in case of partnership, whether or not all of the partners are citizens of the United States.

\_\_\_\_\_

4. The undersigned hereby agrees to complete all of the work shown or specified within the time specified and he further agrees that the Peekskill Housing Authority may retain from the monies that are due or which may become due, an amount set forth in the Specifications for each and every day of the delay not caused by the Peekskill Housing Authority (Sundays and Legal Holidays excepted), that may occur beyond the time stipulated for the completion of the work. Such amount so to be retained is hereby agreed to be liquidated damages accruing to the Peekskill Housing Authority incident to such delay.

The undersigned hereby certifies that (he) Francisco Ventura  
(it) Fenix Rising and Calipers LLC is the only person or corporation interested in this Proposal and that it is made without any connection with any other person or persons making a Proposal for the same work, and without collusion of fraud.

This Proposal is accompanied by: Notarized Documentation submitted by Francisco Ventura

- a. Bid Bond in the amount of Ten-Percent (10%) Dollars (\$ 468,500.00)

OR

- b. Certified Bank Check in the amount of N/A Dollars (\$\_\_\_\_\_)
- c. Bidders Affidavit.
- d. The Certificate of the Surety Company required by the Specifications.
- e. List of the work executed by the undersigned within the past three (3) years.
- f. The Bidders, if a corporation or a partnership, shall list all stockholders by name and address, who have ten percent (10%) or more ownership in the corporation or partnership.
- g. Peekskill Housing Authority questionnaire.

LIST OF STOCKHOLDERS:

Francisco Ventura	64 Centre Avenue, Apt 1403, New Rochelle, NY 10801	100%
_____ Name	_____ Address	_____ % of Ownership
_____ Name	_____ Address	_____ % of Ownership
_____ Name	_____ Address	_____ % of Ownership
_____ Name	_____ Address	_____ % of Ownership

Dated: \_\_\_\_\_ Signature and \*\* Francisco Ventura L.S.  
 Address of the \_\_\_\_\_  
 Individual, Partnership,  
 Or Corporation \_\_\_\_\_

\*\*Fenix Rising and Calipers LLC. If corporation, give the State of Incorporation, using, the phrase, "A Corporation organized under the laws of New York State."

If a partnership, give names of the partners, using also the phrase "Co-Partners trading and doing business under the firm name and style of \_\_\_\_."

If an individual using a trade name, given individual name using the phrase "An individual doing business under the firm name and style of \_\_\_\_."

- 5. In submitting this bid, it is understood that the right is reserved by the Peekskill Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.

6. Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this Proposal for any other Proposal or the submitting of Proposals for the contract for which this Proposal is submitted.
7. The Bidder represents that he ☒ has, ( ☐ ) has not, participated in a previous Contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Orders 10925, 11114, or 11256 or the Secretary of Labor; that he ☒ has, ( ☐ ) has not, filed all required compliance reports, and that representations indicating submission of the required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with Contracts or Subcontracts which are exempt from the clause.)
8. Certification of Non-Segregated Facilities. By signing this bid, 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 his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit 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 is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "Segregated Facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing 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. He further 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 subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders.

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.





**Bid For:**  
**Peekskill Housing Authority**  
**Bathroom Revitalization Project – PHASE 3 at Dunbar Heights Apartments**

Contractor Name: Fenix Rising and Calipers LLC

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected**

Required with Submission of Bid (Owner's Checkmarks)	Initial Each Item	Submitted with Bid (Bidders Initials)
X A bid Guarantee		<u>FV</u>
X A certificate from a surety company (Consent of Surety)		<u>FV</u>
X HUD Form 5369-A: Representations, Certifications, Other Statements of Bidders (pgs A-8 thru A-11)		<u>FV</u>
X A listing of all subcontractors (pg A-13)		<u>FV</u>
X If applicable, bidder's acknowledgement of receipt of any revision(s) or other addenda to advertisement, specification, or bid document (s) (pg A-14)		<u>FV</u>
X Stockholder or Partnership Disclosure Statement (pg A-39 thru A-40)		<u>FV</u>
X Business Registration Certificate by the State Division of Revenue, Contractor and Subcontractor (from NYS)		<u>FV</u>

**B. Failure to submit the following documents may be caused for the bid to be rejected**

Required with Submission of Bid (Owner's Checkmarks)	Initial Each Item	Submitted with Bid (Bidder's Initials)
X Bid form(s). (pgs A-12 thru A-18)		<u>FV</u>
X SAMPLE Insurance Certificate		<u>FV</u>
X Non-collusion Affidavit. (pg A-21)		<u>FV</u>
X General Contractor Qualification Questionnaire, Insurance Certificate, Financial Statements within the last twelve (12) months. (pgs A-22 thru A-27)		<u>FV</u>
X Sub-contractor Qualification Questionnaire, Insurance Certificate, Financial Statements within the last twelve (12) months. (pgs A-28 thru A-33)		<u>FV</u>
X Statement of Compliance for HUD determined Wage Rates in effect on the bid opening date. (pg A-34)		<u>FV</u>
X Affidavit for Affirmative Action Plan. (pgs A-41)		<u>FV</u>
X Affidavit for Minority Business Enterprise (if applicable)		<u>FV</u>
X HUD 2530: Previous Participation Certification		<u>FV</u>
X Special Conditions (pgs D-1 thru D-7)		<u>FV</u>
X Statement of Non-Debarment (pg A-46)		<u>FV</u>

**C. Name of Bidder:** Fenix Rising and Calipers LLC

**Signature of Bidder:** Francisco Ventura

**Print Name and Title:** Francisco Ventura, Sole Principal

**Date:** September 1, 2025

# BID FORM

FOR:  
THE PEEKSKILL HOUSING AUTHORITY  
Bathroom Revitalization Project - PHASE 3

<u>Item No.</u>	<u>Bid Basis</u>	<u>Description</u>	<u>Lump Sum (\$)</u>
1	Base Bid	Bathroom Revitalization Project	\$ 468,500.00
2	Deduct Alternate No. 1	Tub Removal and Replacement	\$ 24,500.00
3	Deduct Alternate No. 2	Ceramic Tile Wall Finish Removal and Replacement	\$ 33,715.00
4	Add Alternate No. 1	Tub Removal and Replacement w/ American Standard	\$ 21,500.00
5	Allowance No. 1	Contingency Allowance	\$ 15,000.00
6	Unit Price No. 1	5/8" Gypsum Board	\$ 25.00 (sf.)

## Notes:

1. The Peekskill Housing Authority reserves the right to reject any or all bids or to waive any informality in the bidding.
2. ALL Allowances shall be included in Base Bid Contract #1. Refer to specification section 012100 "Allowances" for additional information.



**A.5**

BID BOND:

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

Fenix Rising and Calipers LLC

(Name of Principal)

as PRINCIPAL, and

Please see enclosed for Surety Information

(Name of Surety)

as SURETY are held and firmly bound unto the Peekskill Housing Authority, hereinafter called the "Local Authority", the penal sum of 10% of the bid.

\_\_\_\_\_, Dollars, lawful money of the United States, for the payment of which sum will 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 \_\_\_\_\_, 20\_\_ for \_\_\_\_\_,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ 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.



Please see enclosed for Bond  
Information

In presence of:

\_\_\_\_\_  
(Individual Principal) Seal

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Individual Principal) Seal

\_\_\_\_\_  
(Business Address)

Attest:

\_\_\_\_\_  
(Corporate Principal) Seal

\_\_\_\_\_  
(Business Address)

Affix  
Corporate  
Seal

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
(Corporate Surety)

Affix  
Corporate  
Seal

By: \_\_\_\_\_

\_\_\_\_\_  
(Power of Attorney for Person Signing for Surety Company Must be Attached to Bond.)

A.6

NON COLLUSION AFFIDAVIT

Affidavit  
(Prime Bidder)

State of New York

County of New York

Being duly sworn, deposes and says:

That he is Sole Principal (a partner of officer of the of the firm of, etc.), the 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, or of that of any other bidder, or to secure any advantage against the Owner, or any person interested in the proposed contract and that all statements in said proposal or bid are true.

Fenix Rising and Calipers LLC

Firm Name

Francisco Ventura

By

Francisco Ventura

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 29 day of Aug., 20 25

My commission expires \_\_\_\_\_

*[Handwritten signature]*





**A.7a**

CONTRACTORS QUALIFICATION QUESTIONNAIRE:

THE PEEKSKILL HOUSING AUTHORITY

BID FOR:

Four-Hundred Sixty-Eight Thousand Five Hundred Dollars and Zero Cents

Name of Bidder: Fenix Rising and Callpers LLC

Address: 559 West 183rd Street, Ste 14, New York, NY 10033

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 York, as listed on Federal Register "Department of Treasury" Circular 570**, 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 ten (10%) percent (not to exceed \$20,000) of the total proposal price.

2. It shall be necessary for the bidder to present evidence that he is the general contractor and that he has been in business for at least three (3) years in this particular field, 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 your present firm or trade name?

Fenix Rising and Callpers LLC has been engaged in construction under the trade name for three years now.

- 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.

All the tools that the team will utilize, such as but not limited to drills, related bits, hammers

Paint rolls, and all such items are owned by the firm and will be provided to the staff for

work completion. All tools are in new and/or functional condition. Logs will be made available and inventory maintained to ensure project read times and commitments are not compromised.

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

I intend to purchase wheel barrels to enable debris dumps easier for the team. The quantity needed will be solely limited to the team size (per project phase I.e., every three workers assigned to a bathroom will be permitted one (1) wheel barrel for use.

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

The firm has maintained 100% such operations since formation. The team members that comprised the firm, have however performed such renovations for over 20 years.

e. If a corporation, answer the following:

E.1 - Date of Incorporation	January 12th, 2023
E.2 - State of Incorporation	January 12th, 2023
E.3 - President's Name(s)	Francisco Ventura
E.4 - Vice President's Name(s)	Francisco Ventura

f. If individual or partnership answer the following:

F.1 - Date of Organization	N/A
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.

h. Have you ever failed to complete any work awarded to you. If so, state circumstances.  
No, never. All work awarded to Fenix Rising and Calipers LLC has been completed

on time.

i. Has any other officer or partner for your organization ever been an officer or a partner of some other organization that failed to complete a construction contract. If so, state the name of individual, other organization and reason therefore.  
No, never.

j. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name. If yes, state name of individual, name of owner and reason therefor.  
No, never.

k. Are there any liens, of any character, filed against your company at this time. If yes, specify the nature and amount of lien.  
No, never.

l. In what manner have you inspected the proposed project? Explain in detail.

I have revised the project plans and specifications at great length to understand the complexity of the project. I have also served as Project Manager, for a firm to which I no longer work for, as I navigated the public sector, but to which I formerly served on this project and find myself

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

I will supervise the job site and employee deployment in accordance to their fortitudes.

n. Do you intend to sub-contract any portion of the work. If so, state which portion is to be sub-contracted.

Out of best practices, I intend to have an independent plumber and electrician to ensure the integrity of all job done and independent inspection along with that of the Housing Authority Management.

o. Do you intend to substitute and any material or product with another product or material that does not meet or exceed the minimum requirements for said product as set forth in this project manual? (If so, please list product(s) and material(s) in question:

No, I will stay within the specifications; in the scenario of any needed change, due to lead time etc, it will be properly escalated and discuss prior to proceeding.

p. Have you made contracts or received firm offers for all materials within price use in preparing your proposal? Do not give name of dealers or manufacturers.

Yes, I have obtained several estimates in preparation of this project.

q. Give client references.

SUNY Orange (POCs to be furnished upon request); NYS People with Disability NYS Historic Parks and Recreation;

f. Give bank references:

Fenix Rising and Calipers LLC maintains active bank accounts at J.P. Morgan Chase and

TD Bank. Statements can also be furnished upon request.

3. It shall be necessary for the bidder to present a financial statement indicating the condition of his company of not more than three months prior to the bid submission.  
Yes, I am willing and able to produce such statements.

**ASSETS:**

Cash on Hand \$ 450,000.000

Cash in Bank & Name of Said Bank \$ Between Chase and TD Bank

Accounts Receivable from Completed Contracts \$ 140,000.00 (expected October 2025)

Real Estate Used for Business Purposes \$ Office space

Material in Stock \$ 50,000.00

Equipment Book Value \$ <\$100,000

Furniture and Fixtures \$ <\$100,000

Other Assets \$ Company Vehicle (\$75K)

TOTAL ASSETS: \$ Approx. 815,000

**LIABILITIES:**

Notes Payable to Bank \$ No notes payable to Bank

Notes Payable for Equipment Obligations \$ 0

Notes Payable for Other Obligations \$ 500 (vehicle+insurance)

Accounts Payable \$ Bookkeeper, Insurance, Operational subscriptions

Other Liabilities \$

TOTAL LIABILITIES: \$ <\$100,000 per year

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

Dated at \_\_\_\_\_ this August day of 29th, 20 25

Fenix Rising and Calipers LLC  
Name of Bidder

By: Francisco Ventura  
Title: Principal

State of: New York  
County of: New York

Francisco Ventura being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of Fenix Rising and Calipers LLC and that the answers to the foregoing questions and all statements therein contained are true and correct.

Described and sworn to before me this 29th day of August, 20 25

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_





**A.7b**

**SUB CONTRACTORS QUALIFICATION QUESTIONNAIRE:**

**THE PEEKSKILL HOUSING AUTHORITY**

BID FOR:

Capital Fund Phase 3 Bathroom Revitalization Project

Name of Bidder: Fenix Rising and Calipers LLC

Address: 559 West 183rd Street, Apt 14, New York, NY 10033

**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 York, as listed on Federal Register "Department of Treasury" Circular 570**, 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 ten (10%) percent (not to exceed \$20,000) of the total proposal price.

2. It shall be necessary for the bidder to present evidence that he is the general contractor and that he has been in business for at least three (3) years in this particular field, 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 your present firm or trade name?

Three years under legal formation however, team industry experience transcends 20 years

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

The firm owns and will be providing all equipment needed to carry out the project, i.e.,

Drills, electric cutters, paint brushes and pales, etc.

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

I intend to purchase additional wheel barrels to dispose of debris from demolition phase.

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

Over 90% of the work performed has to do with renovations of bathrooms .

e. If a corporation, answer the following:

E.1 - Date of Incorporation 01/12/2023

E.2 - State of Incorporation New York State

E.3 - President's Name(s) Francisco Ventura

E.4 - Vice President's Name(s) Solely owned

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.

h. Have you ever failed to complete any work awarded to you. If so, state circumstances.  
No, never

i. Has any other officer or partner for your organization ever been an officer or a partner of some other organization that failed to complete a construction contract. If so, state the name of individual, other organization and reason therefore.  
No, never

j. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name. If yes, state name of individual, name of owner and reason therefor.  
No, never

k. Are there any liens, of any character, filed against your company at this time. If yes, specify the nature and amount of lien.  
No, never

l. In what manner have you inspected the proposed project? Explain in detail.

I have assessed all materials needed to perform the job,

anticipated project duration and personnel needed, and also

financial standings. I have also assessed Housing conditions and community.

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

I will perform supervision of all work.

n. Do you intend to sub-contract any portion of the work. If so, state which portion is to be sub-contracted.

I intend to have independent controls on electrical and

plumbing trades to promote transparency and quality of the

work output.

o. Have you made contracts or received firm offers for all materials within price use in preparing your proposal? Do not give name of dealers or manufacturers.

Yes, I have.

p. Give client references.

I can produce all specific POC upon request however, confirm

good standing with SUNY Orange, NYS People W/Disability,

NYS Parks and Recreation Historic Preservation Society

q. Give bank references:

Fenix Rising and Calipers LLC maintains active accounts

with JP Morgan Chase and TD Bank.



3. It shall be necessary for the bidder to present a financial statement indicating the condition of his company of not more than three months prior to the bid submission.

Yes, willing and able to.

**ASSETS:**

Cash on Hand

\$ 450,000.00

Cash in Bank & Name of Said Bank

\$ Chase and TD Bank

Accounts Receivable from Completed Contracts

\$ 150,000.00

Real Estate Used for Business Purposes

\$ 0

Material in Stock

\$ 125,000.00

Equipment Book Value

\$ 125,000.00

Furniture and Fixtures

\$ 80,000.00

Other Assets

\$ 75,000

TOTAL ASSETS:

\$ 1,005,000.00

**LIABILITIES:**

Notes Payable to Bank

\$ 0

Notes Payable for Equipment Obligations

\$ 0

Notes Payable for Other Obligations

\$ Insurance, book keeper, software subscriptions

Accounts Payable

\$ \_\_\_\_\_

Other Liabilities

\$ \_\_\_\_\_

TOTAL LIABILITIES:

\$ About \$8K monthly

4. Bidder shall submit proof of registration with the State Division of Revenue with bid. This is a mandatory requirement and is a non-waivable defect. Contractors are also required to obtain proof of registration from their subcontractors. The contractor has an obligation to obtain these certificates and file them with the contracting agency prior to receiving final payment. If there are no subcontractors, the contractor must certify to that effect.

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ 29th day of August, 20 25

Fenix Rising and Calipers LLC  
Name of Bidder

By: Francisco Ventura  
Title: Principal

State of: New York  
County of: New York

Francisco Ventura being duly sworn, deposes and says that he/she is the \_\_\_\_\_  
of Fenix Rising and Calipers LLC and that the answers to the foregoing questions and all statements therein contained are true and correct.

Described and sworn to before me this \_\_\_\_\_ 29th day of August, 20 25

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





**A.8**

STATEMENT OF COMPLIANCE:

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 CFR Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (43 Stat. 948, 63 Stat. 108, 72 Stat. 967, 40 USC 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.

*Francisco Ventura*

\_\_\_\_\_  
(Signature of Contractor)

Principal

\_\_\_\_\_  
(Title)



## **A.9**

### 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 principal is a corporation, or joint ventures, 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 the 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 & Payment Bond is generally of the type that will be required, but it is subject to such modifications in form as may be required by the Solicitor of the Local Authority.

PERFORMANCE & PAYMENT BOND

Please see enclosed for Bond  
Information

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

\_\_\_\_\_ as PRINCIPAL, and  
\_\_\_\_\_ as SURETY,

are held and firmly bound unto the Housing Authority of the City of Peekskill, hereinafter called the "Local Authority", 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 Peekskill, Peekskill, NY 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-contractors, materialmen, laborers, person, firms or corporations for 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 sub-contractor, materialmen, laborer, person firm or corporation having a just claim, as well as for the obligee 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.

\* Note: Bond must be Federally approved.

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 any way effect the obligation of said surety on its bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under there 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:

_____	(Individual Principal)	Seal
(Address)	(Business Address)	
_____	(Individual Principal)	Seal
(Address)	(Business Address)	
_____	(Individual Principal)	Seal
(Address)	(Business Address)	
_____	(Individual Principal)	Seal
(Address)	(Business Address)	
_____	(Individual Principal)	Seal
(Address)	(Business Address)	
_____	(Individual Principal)	Seal
(Address)	(Business Address)	

Please see enclosed for Bond  
Information

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

Affix  
Corporate  
Seal

\_\_\_\_\_  
Attest:

By: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

Affix  
Corporate  
Seal

\_\_\_\_\_  
Attest:

By: \_\_\_\_\_

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.)

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



**A.10**

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT:

STATE OF New York )  
: SS:  
COUNTY OF New York )

In accordance with the Instructions to Bidders, the undersigned being duly sworn according to law, deposes and says that the following is a list of the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or of all individual partners in the partnership who own a 10% or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, all stockholders holding a 10% or more of that corporation's stock or all individual partners owing 10% or greater interest in that partnership is also listed.

**I.**

Fenix Rising and Calipers LLC

559 west 183rd Street, Ste 14, NY, NY 10033

Name of Corporation/Partnership

Address

Name of Corporation/Partnership

Address

Francisco Ventura 100% Sole Owner

64 Centre Ave, Apt 1403, New Rochelle, NY 10801

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Use reverse side for additional stockholders/partners.

II.

Name of Corporation  
Partnership who holds 10% or more  
interest in the bidding corporation/  
partnership

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Use reverse side for additional stockholders/partners.

The absence of any names and address on the foregoing list signifies that there are no individual  
stockholders or partners who own 10% or more interest in the bidding corporation or partnership.

Fenix Rising and Calipers LLC

Name of Contractor

By: Francisco Ventura

Name

Principal

Official Title

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_.



A.11

AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN:

STATE OF New York )  
COUNTY OF New York )

Francisco Ventura being first duly sworn deposes and says:

That he is owner of Fenix Rising and Calipers LLC the party making a certain proposal or bid dated August 29th,, 20 25 for work in connection with the construction of Peeksill Housing Authority, Phase III-Bathroom Revitalization Project

at Project No. 5365, located in Dunbar Heights, Peekskill, NY 10266  
New York that such proposal or bid is submitted with full knowledge and understanding of the Affirmative Action Plan (AAP) requirements contained herein; that in submitting such proposal or bid the bidder acknowledges that he must and will fulfill these requirements and that all statements in said proposal or bid are true.

SIGNATURE OF: Bidder, if the bidder is an Individual;  
Officer, if the bidder is a Corporation;  
Partner, if the bidder is a Partnership.

Francisco Ventura  
(Signature of Contractor)

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 11/30/2022)

**US Department of Housing and Urban Development**  
Office of Housing/Federal Housing Commissioner

**US Department of Agriculture**  
Farmers Home Administration

<b>Part I to be completed by Controlling Participant(s) of Covered Projects</b> (See instructions) Reason for submission:		<b>For HUD HQ/FmHA use only</b>	
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)
Francisco Ventura 100% Sole Owner	Principal, COO	112-68-4582

Certifications: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participants(s) further certify to the truth and accuracy of the following:

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

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

Previous editions are obsolete

**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
Ventura, Francisco						

**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"/> C. Disclosure or Certification problem	
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system <input type="checkbox"/> D. Other (attach memorandum)	
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](http://www.gpo.gov) and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

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

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

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

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

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

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

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or c the basis of your record of previous participation, you will be notified by the HUD Office. You may reg accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writ your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 7 by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in m can become HUD-approved controlling participants. The information you provide will enable HUD to eval respect to established standards of performance, responsibility and eligibility. Without prior approval, a c may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate 1 controlling participants and approve only individuals and organizations that will honor their legal, financial obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires pe Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your S of your records. HUD may use your SSN for automated processing of your records and to make requests for in and your previous records with other public agencies and private sector sources. HUD may disclose certain in State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the i in this application, including your SSN.

**Purpose:** The information collected by form HUD-2530 is required for principals applying to participate in m become HUD-approved controlling participants. The information you provide will enable HUD to evaluate you established standards of performance, responsibility, and eligibility.

**Routine Use:** The information collected by this form will not be otherwise disclosed outside of HUD, except to private sector sources for automated processing of your records and for requesting information about you for pe appropriate agencies, entities, and persons when it is reasonably necessary to mitigate a breach or related include and/or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions or for other **Disclosure:** Providing the information is voluntary. You must provide all information requested in this applica SSN. Without prior approval or information, a controlling participant may not participate in a proposed or exist healthcare project.

SORN ID/URL: <https://www.govinfo.gov/content/pkg/FR-2016-07-29/pdf/2016-18026.pdf>



---

**Public reporting burden** for this collection of information is estimated to average three hour 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.



## A.13

CERTIFIED STATEMENT THAT NEITHER INDIVIDUALS OF THE FIRM NOR THE  
FIRM ARE DEBARRED, SUSPENDED, OR OTHERWISE PROHIBITED FROM ANY SERVICE BY ANY  
FEDERAL, STATE, OR LOCAL AGENCY:

This document shall serve as a certified statement that neither individuals of the firm nor the firm are  
debarred, suspended, or otherwise prohibited from any service by any Federal, state, or local agency.

**Francisco Ventura**

\_\_\_\_\_  
Name

**Principal**

\_\_\_\_\_  
Title

**August 29th, 2025**

\_\_\_\_\_  
Date



## B.1

### CONTRACT FORM

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_, by Peekskill Housing Authority and \_\_\_\_\_.

hereinafter called the "Contractor" and The Peekskill Housing Authority hereinafter called the "Authority".

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

ARTICLE 1: Statement of Work: The Contractor shall furnish all labor, materials, tools, and equipment and shall perform all work required in the

Contract Documents for

Bathroom Revitalization Project – PHASE 1 at Dunbar Heights Apartments

which are incorporated herein by reference and made a part hereof.

ARTICLE 2: Time of Completion: The Contractor shall commence work under his contract on a date specified in the written Notice to Proceed issued by the Authority, and shall fully complete all work thereunder within \_\_\_\_\_ calendar days after the effective date thereof.

ARTICLE 3: Contract Price:

The contract price shall be: \_\_\_\_\_

ARTICLE 4: Payment: Payment shall be made as set forth in the Contract Documents referred to above, specifically the "General Conditions" of the specifications.

ARTICLE 5: Contract Documents: Contract Documents shall consist of the following component parts:

1. This Instrument
2. General Conditions
3. Invitation to Bid
4. Instructions to Bidders
5. Summary of Work and Special Requirements
6. Detailed Specifications
7. Contractor's Bid as Accepted by the Authority
8. Plans
9. Addenda

This instrument together with the documents enumerated in this Article form the Contract and they are as fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in Article 3 shall govern, except as otherwise specifically stated.

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

In Presence of:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

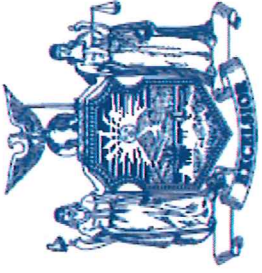
Title: \_\_\_\_\_

In Presence of:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



# **NEW YORK STATE**

## **MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")**

### **CERTIFICATION**

Empire State Development's Division of Minority and Women's Business Development grants a  
**Minority Business Enterprise (MBE)**  
pursuant to New York State Executive Law, Article 15-A to:

**Fenix Rising and Calipers LLC**

Certification Awarded on: October 8, 2024  
Expiration Date: October 8, 2029  
File ID#: 72049



**Division of Minority  
and Women's  
Business Development**

A Division of Empire State Development

**WE ARE YOUR DOL**



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

## CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

**Fenix Rising & Calipers LLC**

**559 West 183rd Street**

**Ste 14**

**New York, New York 10033**

**Phone Number: 6465940727**

**Registration Number: 25-65K9C-CR**

**Date of Issue: 2025-04-09**

**Expiration Date: 2027-04-09**

(This license is valid only for the contractor named above)

Roberta Reardon

Commissioner

New York State Department of  
Labor





# LEXINGTON NATIONAL

INSURANCE CORPORATION

P.O. BOX 6098 • LUTHERVILLE, MARYLAND 21094  
(410) 625-0800 - IN MD (800) 951-BOND - TOLL FREE  
(410) 625-0865 - FAX (888-888-BAIL) - TOLL FREE

September 2, 2025

Peekskill Housing Authority  
Office of the Executive Director  
807 Main Street  
Peekskill, New York 10566

Re: Project ID: 5365; Capital Fund Phase 3 Bathroom Revitalization Project

Gentlemen:

The undersigned, Lexington National Insurance Corporation (Surety), a corporation organized and existing under the laws of the State of Florida and authorized to do business in New York does hereby consent and agree with:

**Peekskill Housing Authority**  
Obligee

That if the proposal of

**Fenix Rising and Calipers LLC**

Name of Bidder

for: **Project ID: 5365; Capital Fund Phase 3 Bathroom Revitalization Project**

Name of Project

is accepted and the contract for said work is awarded to **Fenix Rising and Calipers LLC** (Bidder), we will become surety on the Performance, Payment and Maintenance bond or bonds which are required guaranteeing performance of the said contract as called for in the bid specifications.

Signed and Sealed **September 2, 2025**

Lexington National Insurance Corporation

  
Belinda Ferciot, Attorney-in-fact

## POWER OF ATTORNEY

### Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

**Michael Schendel, Reginald Jarvis, Belinda Ferciot,  
Debra Stewart, Brittany H. Ferciot, Courtney Seed**

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on June 5, 2025:

Be it Resolved, that the Chief Executive Officer, President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, policies, contracts, Consents of Surety, undertakings, indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and also such instruments and documents which the business of the Company may require, and such instruments and documents so executed by such Attorney-in-Fact shall be binding upon the Company as if signed by the Chief Executive Officer and sealed by the Corporate Secretary.

RESOLVED further, that the signature and attestations of the Chief Executive Officer, President or any Vice-President of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means or by facsimile, and the seal of the Company may be embossed, stamped, affixed electronically or by facsimile to any such Power of Attorney. Any such power so executed and sealed shall be valid and binding on the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, Chief Executive Officer

State of Maryland  
County of Harford County, SS:

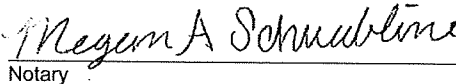
Before me, a notary public, personally appeared, Ronald A. Frank, Chief Executive Officer of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 01/08/28

Notary



I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 5th day of June, 2025.

Corporate Seal:



Lisa R. Slater, Secretary

Attached to bond signed this 2nd day of September, 2025

**A.5**

BID BOND:

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

Fenix Rising and Calipers LLC

(Name of Principal)

as PRINCIPAL, and

Lexington National Insurance Corporation

(Name of Surety)

as SURETY are held and firmly bound unto the Peekskill Housing Authority, hereinafter called the "Local Authority", the penal sum of 10% of the bid.

Ten Percent of the Total Amount Bid (--10%--), Dollars, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated September 2, 2025 for Project ID: 5365 Capital Fund Phase 3 Bathroom Revitalization Project

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, if the Principal shall pay the Local Authority the difference between the amount specified in said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 2nd day of September, 2025, 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 presence of:

\_\_\_\_\_

(Individual Principal)

Seal

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

(Individual Principal)

Seal

\_\_\_\_\_

(Business Address)

Attest:

\_\_\_\_\_

Fenix Rising and Calipers LLC

(Corporate Principal)

Seal

\_\_\_\_\_

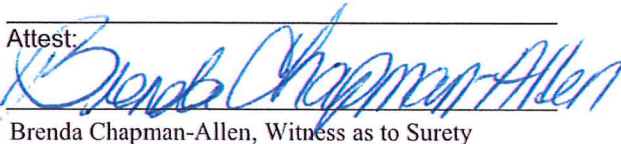
559 West 183rd Street, Suite 14, New York, NY 10033

(Business Address)

Affix  
Corporate  
Seal

By: \_\_\_\_\_

Attest:

  
Brenda Chapman-Allen, Witness as to Surety

Lexington National Insurance Corporation

(Corporate Surety)

P.O. Box 6098, Lutherville, MD 21094

Affix  
Corporate  
Seal

By:

  
Belinda Ferciot, Attorney-in-fact

\_\_\_\_\_  
(Power of Attorney for Person Signing for Surety Company Must be Attached to Bond.)

Corporation  
Acknowledgement

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known,

who being by me duly sworn, did depose and say that he is the \_\_\_\_\_

of Fenix Rising and Calipers LLC  
the corporation described in and which executed the above instrument; that he knows the seal of said corporation; the the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires \_\_\_\_\_

Notary Public

Surety  
Acknowledgement

State of Maryland  
County of Anne Arundel } ss.

On this 2nd day of September, 2025, before me personally came

Belinda Ferciot to me known, who, being by me duly sworn, did depose and say that

he is attorney-in-fact of Lexington National Insurance Corporation  
the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires 11/06/2026

FORM # 13

*Bessie L. Turner*  
Notary Public  
Bessie L. Turner



## POWER OF ATTORNEY

### Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

**Michael Schendel, Reginald Jarvis, Belinda Ferciot,  
Debra Stewart, Brittany H. Ferciot, Courtney Seed**

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.


This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on June 5, 2025:

Be it Resolved, that the Chief Executive Officer, President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, policies, contracts, Consents of Surety, undertakings, indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and also such instruments and documents which the business of the Company may require, and such instruments and documents so executed by such Attorney-in-Fact shall be binding upon the Company as if signed by the Chief Executive Officer and sealed by the Corporate Secretary.

RESOLVED further, that the signature and attestations of the Chief Executive Officer, President or any Vice-President of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means or by facsimile, and the seal of the Company may be embossed, stamped, affixed electronically or by facsimile to any such Power of Attorney. Any such power so executed and sealed shall be valid and binding on the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, Chief Executive Officer



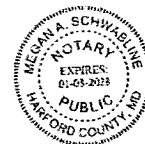
State of Maryland  
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, Chief Executive Officer of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

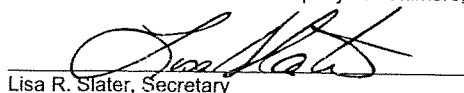
Commission Expires: 01/08/28

  
Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 5th day of June, 2025.

Corporate Seal:

  
Lisa R. Slater, Secretary

Attached to bond signed this 2nd day of September, 2025

LEXINGTON NATIONAL INSURANCE CORPORATION

P.O. BOX 6098 -- LUTHERVILLE, MD 21094

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2024

ASSETS

Bonds (Amortized Value)	\$8,268,521
Common Stocks (Market Value)	4,473,985
Mortgage Loans on Real Estate	6,440,985
Real Estate - Properties held for sale	- 0 -
Cash & Bank Deposits	22,595,167
Unpaid Premiums & Assumed Balances	1,770,033
Net Deferred Tax Asset	363,138
Receivable for parent	52,719
Electronic Data Processing Software	93,886
Interest & Dividends Due and Accrued	85,802
Funds Held in Escrow Accounts	<u>104,900,430</u>
<b>TOTAL ASSETS</b>	<b><u>\$149,044,666</u></b>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported losses net as to reinsurance ceded and incurred but not reported losses)	\$1,348,000
Commissions Payable	145,510
Other Expenses (Excluding taxes, licenses and fees)	281,968
Taxes, Licenses & Fees (Excluding Federal Income Tax)	307,968
Current Federal Income Taxes	78,019
Unearned Premiums	14,388,809
Advance Premiums	354,067
Reinsurance Payable	465,117
Provision for reinsurance	292,389
Payable To Parent	182,604
Deferred Ceded Commission	2,501,216
Accounts Withheld by Company for Account of Others	<u>105,651,421</u>
<b>TOTAL LIABILITIES</b>	<b><u>\$125,997,088</u></b>
Common Capital Stock	3,483,940
Gross Paid-in & Contributed Surplus	- 0 -
Unassigned Funds (Surplus)	19,967,830
Treasury Stock	<u>(404,192)</u>
Surplus as Regards Policyholders	<u>23,047,578</u>
<b>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS</b>	<b><u>\$149,044,666</u></b>

I, Kim Marzullo, Vice President of Lexington National Insurance Corporation, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2024, as reflected by its books and records and as reported in its statement on file with the Office of Insurance Regulation of the State of Florida.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company seal this 5th day of March 2025

LEXINGTON NATIONAL INSURANCE CORPORATION

*Kim Marzullo*

Kim Marzullo, Vice President

**State of New York**

**DEPARTMENT OF FINANCIAL SERVICES**

**WHEREAS IT APPEARS THAT**

**Lexington National Insurance Corporation**

**Home Office Address** Stuart, Florida

**Organized under the Laws of** Florida

**has complied with the necessary requirements of or pursuant to law, it is hereby**

**licensed to do within this State the business of**

fidelity and surety and service contract reimbursement insurance, as specified in paragraph(s) 16 and 28 of Section 1113(a) of the New York Insurance Law to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2025.



**In Witness Whereof, I have hereunto set  
my hand and affixed the official seal of this  
Department at the City of Albany, New York, this  
1st day of July, 2024**

Adrienne A. Harris  
Superintendent

By

Rawle Lewis  
Special Deputy Superintendent



**STATE OF NEW YORK  
DEPARTMENT OF FINANCIAL SERVICES**

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE  
LAW**

It is hereby certified that

Lexington National Insurance Corporation  
of Stuart, Florida

a corporation organized under the laws of Florida and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$23,047,578. (Capital \$3,033,940), as is shown by its sworn financial statement for the quarter ending, December 31, 2024, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-  
unto set my hand and affixed the  
official seal of this Department  
at the City of Albany, this 27th  
day of March 2025.

Adrienne A. Harris  
Superintendent

By

Rawle Lewis  
Special Deputy Superintendent