



PEEKSKILL HOUSING  
AUTHORITY

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# MONTHLY BOARD OF COMMISSIONERS MEETING

MAY 21, 2026  
7:00PM AT  
DUNBAR HEIGHTS  
COMMUNITY ROOM

## BOARD OF COMMISSIONERS

Jacqueline Simpkins, Chairman

Yvette Houston, Vice Chairman

Nicola Smith-DeFrietas

Dawn Benson

EXECUTIVE DIRECTOR

Janneyn Phalen

# PEEKSKILL HOUSING AUTHORITY



J. Phalen  
Executive Director

807 Main Street  
Peekskill, New York 10566  
Phone: 914-739-1700  
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## PEEKSKILL HOUSING AUTHORITY MONTHLY BOARD OF COMMISSIONERS MEETING – MAY 21<sup>st</sup>, 2026 DUNBAR HEIGHTS AGENDA

### I. ROLL CALL

### II. APPROVAL OF MINUTES

a. Resolution No. 05/01/2026 – Approval of Regular Meeting Minutes – April 16, 2026

### III. CORRESPONDENCE: *None*

### IV. EXECUTIVE DIRECTOR'S REPORT

a. Monthly Report – May 2026

b. Financial Report – April 2026

### V. COUNSEL'S REPORT

### VI. UNFINISHED BUSINESS: *None*

### VII. NEW BUSINESS

a. Resolution No. 05/02/2026 – Approval of April Monthly Bills

b. Resolution No. 05/03/2026 – Selection and Appointment of Landscaping Contractor

c. Resolution No. 05/04/2026 – Selection and Appointment of Modernization Coordinator

d. Presentation by Katherine Mendez of LAN Associates – Elevator Modernization Project: Recommendation Summary, Board Discussion, and Questions

### VIII. TENANTS' COMMENTS AND CONCERNS

### IX. ADJOURNMENT

### X. EXECUTIVE SESSION- Ongoing Business

**PEEKSKILL HOUSING AUTHORITY  
RESOLUTION APPROVING  
APRIL 16<sup>th</sup>, 2026 BOARD MEETING MINUTES  
REGULAR SESSION**

**WHEREAS**, The Board of Commissioners have reviewed the minutes of April 16<sup>th</sup>, 2026 Board Meeting; and

**WHEREAS**, The Board of Commissioners find the minutes to accurately reflect the comments and statements made by the public and the Commissioners.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Commissioners of the Peekskill Housing Authority approve the minutes of April 16<sup>th</sup>, 2026 Board Meeting.

Commissioner \_\_\_\_\_ motioned to vote and Commissioner \_\_\_\_\_ seconded.

The vote is as follows:

<b>VOTE</b>	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Chair Jacqueline Simpkins				
Vice Chairman Yvette Houston				
Commissioner Nicola Smith-DeFreitas				
Commissioner Dawn Benson				

I hereby certify that the above resolution is as the Board of Commissioners of the Housing Authority of the City of Peekskill adopted.

Effective: May 21, 2026

\_\_\_\_\_  
J. Phalen, Executive Director



# PEEKSKILL HOUSING AUTHORITY

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Executive Director

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**PEEKSKILL HOUSING AUTHORITY  
ANNUAL BOARD OF COMMISSIONERS  
REGULAR MEETING MINUTES  
APRIL 16, 2026**

**ROLL CALL:**

Chairman Simpkins  
Vice Chairman Houston  
Commissioner Smith-DeFreitas  
Commissioner Benson

J. Phalen, Executive Director  
Mark J. Kamensky Esq., Counsel

Chairman Simpkins welcomed everyone to the April 16, 2026 Annual Board of Commissioners Meeting.

**Resolution – 03/01/2026 – Regular Meeting Minutes**

Chairman Simpkins asked for a motion to pass Resolution 03/01/2026. Vice Chairman Houston made the motion and Commissioner Smith-Defreitas seconded. Chairman Simpkins asked if there were any comments, concerns, or questions. There were none. The vote was as follows: Chairman Simpkins -Aye: Vice Chairman Houston-Aye: Commissioner Smith-Defreitas-Aye: Commissioner Benson-Aye: Resolution passes.

**EXECUTIVE DIRECTOR'S REPORT**

**Revenue** – HUD subsidy for March \$334,572

**Other Revenue** – March \$3,711

**Tenant Charges**

The Executive Director reviewed the Rent Charges, Total tenant charges, Total Collected, Unpaid Tenant Balance for March 2026.

**Bills Paid** –The Executive Director reviewed the March bills.

Total expenses for March 2026 \$311,192

**Court Proceedings** –6 Adjourned, 1 Possession.

**Tenant Payment Agreements- TPA**

Total of 92 residents have payment agreements with a remaining balance of \$515,822.89

**Work Orders** – March: 115, 113 outstanding

**Unit Turnovers** – 3 vacant units as of March 31.

**Extermination-** No bedbug treatment in March 2026.

**Tenants Account Receivable (TAR)**

**Total past due for March 2026-** 122 tenants (45%) owed \$1,184,536

**Police Reports:**

**Police Activity PHA** February 24- March 2, 2026 -Bohlmann Towers had 52 visits (48 patrol/follow-up, 4 other), and Dunbar Heights had 31 visits (28 patrol/follow-up, 3 other).

**Police Activity PHA** March 3 - March 9, 2026, -Bohlmann Towers had 35 visits (31 patrol/follow-up, 4 other), and Dunbar Heights had 30 visits (27 patrol/follow-up, 3 other).

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**Elevator Bid**

PHA re-bid this project with the following schedule:

**Out to Bid:** March 30, 2026

**Pre-Bid Walk-Through:** April 14, 2026

**Last Day for Bidder Questions:** April 24, 2026

**Bid Opening:** May 7, 2026

**PHA Board Meeting:** May 21, 2026

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**Laundry Room Access**

A new secure key fob access system will be installed at 1431 and 1719 Park Street laundry rooms.

- **Improved Security:** Encrypted fobs prevent unauthorized access and cannot be duplicated
  - **Convenience:** Lost or updated fobs can be handled remotely—no office visit needed
  - **Minimal Disruption:** Installation will not impact laundry services
-

## Tenant Elections

The Peekskill Housing Authority (PHA) is seeking dedicated residents to fill two (2) vacancies on the Board of Commissioners. Previously, two residents picked up petitions by the deadline. One returned but did not have the minimum signatures needed. Notices went out again on 4/10, petitions to be picked up by April 20<sup>th</sup> and returned by May 5<sup>th</sup>.

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## Grants

### Pending Application Submission

1. **Emergency and Non-Presidentially Declared Disaster Grant Application 2025:** For Bohlmann boiler replacement. Application due date is ongoing.
2. **Capital Improvements Grant:** For Improving physical condition (addressing UPCS/NSPIRE deficiencies), Increasing occupancy, Reducing long-term vacancies \$250,000-\$3,000,000 per award. Due date April 28<sup>th</sup>, 2026.

### Awarded (pending receipt)

1. **CDBG 2025:** Requesting \$800,000 (with a \$1.6 million match) for renovation of 170 bathrooms at Bohlmann Towers, per the 2018 Physical Needs Assessment. The County planner stated in her most recent email to me "At this time, we are still waiting for those funds to be released by HUD"
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## Landscaping Services Solicitation

The Authority is currently soliciting bids from qualified contractors for landscaping services for the 2026 season. The scope covers all PHA properties, including Bohlmann Towers, Dunbar Heights, and Turnkey scattered sites.

### Key Procurement Details:

- Solicitation Status: Active.
- Bid Deadline: Friday, May 1, 2026, by 12:00 PM.

Status: Contract award recommendations will be presented to the Board following the bid opening and subsequent review of qualifications and pricing.

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## Kiley Center

The Peekskill Housing Authority (PHA) is awaiting the environmental review from Westchester County as it is part of the HUD application.

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## Other Updates

### Dunbar Heights Kitchens

PHA has secured \$310,000 in state funding for kitchen renovations at Dunbar Heights.

Next steps:

- The bidding process will begin once the scope of work is finalized with HUD.

### Dunbar Bathroom Project CDBG – Phase 3 Update:

Full start underway and they are at the halfway point.

Vice chairman Houston: What's GASB 45?

Executive Director Phalen: John Cruikshank will review the budget and answer all related questions.

**COUNSEL'S REPORT:** I continue to work through nonpayment cases.

**John Cruikshank:** The proposed FY 2027 budget reflects total projected income of approximately \$4.1 million and total expenditures of approximately \$4.03 million, resulting in a projected surplus of about \$69,780. Overall, revenues remain relatively stable, with modest growth in rental income and increased capital fund operating transfers, offset by reduced investment income due to new federal restrictions and a leveling of HUD subsidy funding.

**Commissioner Smith-Defreitas:** I wanted to ask you, because that number seems high. How have we been accounting for this all along? I don't quite understand, because I was like, is this coming from the agreements? Is this coming from, you know, how have we been accounting for this? So, is it across a year? What's the span of time?

**John Cruikshank:** The fiscal year. It's just from tenant balances. It could be from their ledger balance. It could include repayment agreements if they had a repayment agreement. It's not just one person. It's a mix of, I believe, about six people. Some were evicted. Actually, I think they were all evicted.

**Commissioner Smith-Defreitas:** So, on the sheet that you normally give us every month that accounts for all of the agreements, I'm assuming that they must have come off of that sheet? I'm just trying to see where was it accounted for in your report so I can understand where that amount comes from.

**Executive Director Phalen:** You'll see it more next month because it's being written off this month. So, you'll see that number go down even more than it did this month.

**Question:** I guess that's what I'm trying to get at. I just want to know how it's being accounted for in reporting to us month to month, more specifically, how we are building up to this amount that we now have to vote on writing off.

**Executive Director Phalen:** I'll add a column to the report that identifies monthly write-offs.

**Attorney Kamensky:** Also, write-offs are an accounting action for vacated tenants' uncollectible balances. Judgments still remain collectible outside of the Authority, but the amounts are removed from the books for accounting purposes once tenants are no longer in occupancy.

**John Cruikshank:** Expenditures show a slight increase driven primarily by contractual salary adjustments, rising utility costs, and higher administrative expenses, while maintenance costs show a modest decline. General expenses continue to include significant fixed costs such as insurance, employee benefits, and GASB 45-related liabilities, which are subject to annual actuarial adjustments. Let's touch on GASB 45. GASB 45 is an accounting standard applicable to all government agencies, including housing authorities, requiring the recognition of future non-cash employee benefit obligations. It mandates the use of actuarial

calculations to estimate the present value of liabilities for benefits owed to both current and retired employees. These costs are recorded annually and may fluctuate from year to year depending on updated actuarial assumptions.

**UNFINISHED BUSINESS – None**

**Resolution – 03/02/2026– February Monthly Bills**

Chairman Simpkins asked for a motion to pass Resolution 03/02/2026. Vice Chairman Houston made the motion and Commissioner Smith-Defreitas seconded. Chairman Simpkins asked if there were any comments, concerns, or questions. There were none. The vote was as follows: Chairman Simpkins -Aye: Vice Chairman Houston-Aye: Commissioner Smith-Defreitas-Aye: Commissioner Benson-Aye: Resolution passes.

**Resolution – 04/01/2026– March Monthly Bills**

Chairman Simpkins asked for a motion to pass Resolution 04/01/2026. Vice Chairman Houston made the motion and Commissioner Smith-Defreitas seconded. Chairman Simpkins asked if there were any comments, concerns, or questions. There were none. The vote was as follows: Chairman Simpkins -Aye: Vice Chairman Houston-Aye: Commissioner Smith-Defreitas-Aye: Commissioner Benson-Aye: Resolution passes.

**Resolution – 04/02/2026– Approving Operating Budget for the Fiscal Year April 1, 2026 to March 31, 2027**

Chairman Simpkins asked for a motion to pass Resolution 04/02/2026. Vice Chairman Houston made the motion and Commissioner Smith-Defreitas seconded. Chairman Simpkins asked if there were any comments, concerns, or questions. There were none. The vote was as follows: Chairman Simpkins -Aye: Vice Chairman Houston-Aye: Commissioner Smith-Defreitas-Aye: Commissioner Benson-Aye: Resolution passes.

**Resolution – 04/03/2026– Writing off Uncollectable Debt ending Fiscal Year March 31, 2026**

Chairman Simpkins asked for a motion to pass Resolution 04/03/2026. Vice Chairman Houston made the motion and Commissioner Smith-Defreitas seconded. Chairman Simpkins asked if there were any comments, concerns, or questions. There were none. The vote was as follows: Chairman Simpkins -Aye: Vice Chairman Houston-Aye: Commissioner Smith-Defreitas-Aye: Commissioner Benson-Aye: Resolution passes.

**TENANTS QUESTIONS COMMENTS AND CONCERNS:**

**Regina M:** First, thank you for the washer and dryers. They work great. Okay. We finally got that accomplished. Is there a way of our parking lot being redone or at least fixed? There are so many holes. I love my washer and dryers. You actually see water in the washers, which I'm loving. The other ones we did not. So, yes, I do appreciate it and I thank you when we get stuff accomplished. I'm a nice tenant sometimes. I do have one more question. You did say work orders that were completed, called in. Is that part of the emergency calls that we also called in?

**Executive Director Phalen:** It does.

**Regina M:** Oh, so am I one of those that wasn't accomplished?

**Executive Director Phalen:** We can have a conversation.

**Regina M:** Okay. I always forget to call. That's my problem. Okay. I'll call you.

**Executive Director Phalen:** Please do. You have my email, too.

**Regina M:** I do. I have to do it as soon as I leave here.

**Angela R:** I have problems with my floor and leaks going into my apartment. I have cancer, have been hospitalized, and my doctor told me I should not keep living in these conditions. I have lived here for 30 years. Nothing has been done.

**Chairman Simpkins:** Okay. Janneyn is going to follow up.

**Commissioner Benson:** I recall you being offered a transfer for your floor to be fixed and the other things addressed, but you declined because you didn't want to move.

**Commissioner Benson:** I have received complaints about the aggressive pit bull in the building, including concerns that it has been off leash, chased tenants, and may be a danger to children, other dogs, and residents.

**Executive Director Phalen:** A violation notice had been issued requiring the issue to be corrected within 10 days. Since no additional complaints were received afterward, it was assumed the matter had been resolved. It was also noted that because the dog is a registered service animal, action is limited unless the dog causes an actual incident.

**Commissioner Benson:** How is a pit bull registered service?

**Attorney Kamensky:** I don't mean to be funny. You can have anything as a service animal—you can have a horse; you can get anything registered now. There are also rules that allow tenants to register pets as either a service animal or an emotional support animal—two different things. A service dog is very strict. An emotional support animal is a lot looser. But if it exceeds the restrictions, it is still a reason for enforcing the pet policy and potentially putting the person out.

**Commissioner Smith-Defreitas:** Who is liable if something happens?

**Attorney Kamensky:** Liability would depend in part on documentation of the complaints received and what actions were taken in response.

**Commissioner Benson:** I think the dog is too aggressive. And if it's supposed to be for the little girl's health or whatever it may be, that dog is still too aggressive. Nobody would allow a dog that aggressive in their home and let their daughter walk it around

**Attorney Kamensky:** If there are specific incidents, I encourage everyone to notify the office because the bigger a history there are of complaints to show that it violates the pet policy restrictions on bothering other tenants or creating a nuisance, the more likely we're going to be able to sustain it.

**Vice Chairman Houston:** There's that gated area in Dunbar, is that area being used? Residents were asking if it was going to be used for people to walk their dogs inside that gated area... making a dog park?"

**Executive Director Phalen:** No, I have no plans to do that.

*Chairman Simpkins motioned to adjourn the meeting. Vice Chairman Houston made the motion and Commissioner Smith-Defreitas seconded.*

*The meeting was adjourned at 8:06 pm.*

PEEKSKILL HOUSING AUTHORITY  
 BOARD OF COMMISSIONERS MEETING  
 May 21, 2026  
 EXECUTIVE DIRECTOR'S REPORT

Revenue	April
	68,740
HUD Subsidy – Bohlmann (AMP 1)	
HUD Subsidy – All other sites (AMP 2)	66,526
Proceeds from Capital Funds/Shortfall Funds/ROSS Grant	494,847
<b>Total HUD Revenue</b>	<b>630,113</b>
<b>Other Revenue– Non-Federal</b>	
Laundry Commissions	2,588
CAP Office	0
Health Center	740
Interest	518
<b>Total</b>	<b>3,846</b>
<b>TENANT CHARGES</b>	<b>April</b>
Rent	182,617
Parking	1,815
Misc. (key cards, maintenance charges, legal fees)	35
Late fees	802
Air Conditioners	450
<b>TOTAL TENANT CHARGES</b>	<b>185,719</b>
<b>Total Collected</b>	<b>193,868</b>
<b>Unpaid Tenant Balance for the month</b>	<b>(8,149)</b>
<b>All Outstanding Tenant Charges</b>	<b>904,917</b>
<b>Monthly write offs-Outstanding balances for move outs</b>	<b>0</b>

Financial

BILLS PAID

	April
Payroll (M)	73,762
Elevator (Q)	2,618
Exterminator (M)	1,550
City Trash Collection (Q)	0
City Water (Q)	58,569
Sewer Tax (Semi-Annual)	26,638
Robison Fuel Oil (M)	36,892
Electric (M)	22,494
Gas (M)	35,804
Propane (M)	206
Legal – PHA Attorney (M)	3,200
Legal – Labor Attorney	0
Lawsuit Deductibles	3,170
Health Insurance/Dental Insurance(M)	37,268
Process Server – Evictions (M)	0
Insurance – Commercial (Q), Liability (Q), WC (M), Auto (Q)	2,308
Credit Card (M)-Maintenance Supplies, Office Expenses, Tenant Services	2,581
Other Maintenance Supplies and Contracts (M)	1,862
Other Office Expenses and Contracts (M)	6,670
PILOT (SA)	0
NYS Retirement Contribution (A)	2,775
Medicare Part B Reimbursement	0
Unit Turnaround Contracts	32,750
<b>TOTAL EXPENSES</b>	<b>\$351,220</b>
ROSS Grant (Salary, expenses and training)	6,257
CAPITAL FUND PROJECTS (construction and architect fees)	40,663

**COURT PROCEEDINGS**

<b>MONTH</b>	<b># RESIDENTS</b>	<b>BALANCE</b>	<b>#PAID</b>	<b>AMOUNT PAID</b>	<b>RESULT/COMMENTS</b>
March 2025	7	104,666	0	0	2-Trial 1-Stay 3-Adjourned 1- Stipulation
April 2025	7	121,046	0	0	1-Warrant & Stay 4-Adjourned 2-Trial
May 2025	7	151,366	0	0	7 - Adjourned
June 2025	7	150,831	2	8,534	3 – Stipulation 4- Adjourned
July 2025	5	62,524			5 - Adjourned
August 2025	6	65,409	2	1,249	6 - Adjourned
September 2025	10	110,087	0	0	1 – Stipulation 3 – Possession 6 – Adjourned
October 2025	6	104,865	0	0	1-Stipulation 4-Adjourned 1-Possession
November 2025	3	35,835	0	0	3-Adjourned
December 2025	1	21,455	0	0	1-Stipulation
January 2026	7	138,293	0	0	6-Adjourned 1-Possession
February 2026	4	115,929	0	0	3-Adjourned 1-Possession
March 2026	7	99,021	5	14,214	6-Adjourned 1-Stipulation
April 2026	9	108,223	7	23,800	1-Stipulation 8-Adjourned

**WORK ORDERS**

<b>MONTH</b>	<b>CALLS</b>	<b>COMPLETE</b>	<b>OUTSTANDING OR COMMENTS</b>
<b>January 2025</b>	127	127	
February	122	122	
March	148	148	
April	108	108	
May	108	108	
June	171	171	
July	131	131	
August	116	116	
September	89	89	
October	157	157	
November	115	115	
December	120	120	
<b>January 2026</b>	92	92	
February	119	119	
March	115	115	
April	100	96	4 Outstanding

**Tenant Payment Agreement Summary – As of April 30, 2026**

Bohlmann Towers (48 Agreements)

- Total Agreement Amount: \$303,544.45
- Total Received: \$65,296.68
- Remaining Balance: \$238,247.77

Dunbar Heights (32 Agreements)

- Total Agreement Amount: \$269,179.20
- Total Received: \$67,734.20
- Remaining Balance: \$201,445.00

Turnkey (11 Agreements)

- Total Agreement Amount: \$83,117.30
- Total Received: \$19,646.00
- Remaining Balance: \$63,471.30

PHA Total (91 Agreements)

- Total Agreement Amount: \$655,840.95
- Total Received: \$152,676.88
- Remaining Balance: \$503,164.07

**UNIT TURNOVER**

<b>SITE/UNIT</b>	<b>SIZE</b>	<b>VACANT</b>	<b>COMPLETE</b>	<b>LEASED</b>	<b>COMMENT</b>
BT 1-J	1	02/02/26	03/12/26	04/01/26	
BT 3-D	4	05/16/25	06/18/25	09/02/25	
BT 4-G	3	02/06/26			<b>CONTRACTORS WORKING</b>
BT 4-J	4	11/22/25	12/31/25	02/19/26	
BT 4-M	1	07/21/25	08/01/25	09/02/25	
BT 5-A	0	07/23/25	08/15/25	01/12/26	
BT 6-L	1	06/16/25	06/30/25	07/15/25	
BT 7-M	1	03/11/25	04/11/25	07/03/25	
BT 8-J	4	03/31/25			<b>CONTRACTORS WORKING</b>
DH 2-B	2	07/07/25	07/25/25	09/02/25	
DH 9-B	4	12/19/25	01/15/26	02/06/26	
DH 16-D	2	02/06/26	04/03/26	04/20/26	
TK 1431B 2-L	1	06/30/25	08/07/25	11/15/25	
TK 1431B 3-L	3	02/28/26			<b>OFFLINE</b>
TK 1431A 1-M	3	10/10/25	11/16/25	12/19/25	
TK 1227 3-M	3	12/01/25			<b>OFFLINE</b>
<b>TOTAL VACANT</b>	<b>2</b>				
<b>OFFLINE</b>	<b>2</b>				

**EXTERMINATION SUMMARY – BEDBUGS - # Treatments**

MONTH	2024	2025	2026	Comment
January	0	1	1	
February	2	2	0	
March	0	17	0	2025-3 confirmed 14 Preventative Services
April	2	2	1	
May	2	2		
June	2	1		
July	1	0		
August	0	0		
September	0	1		
October	2	0		
November	0	0		
December	0	0		
<b>TOTAL</b>	<b>11</b>	<b>26</b>	<b>2</b>	
<b>COST</b>	<b>\$2,267</b>	<b>\$4,117</b>	<b>\$175</b>	

**ACTIVE UNITS**

As of April 30th	
Bohlmann Towers	142
Dunbar Heights	96
Turnkey	31
<b>Total Occupancy Rate</b>	<b>98% (269)</b>

**TENANT ACCOUNTS RECEIVABLE - LATE OR NO PAYMENT**

SITE	# Units	No Payment	Past Due through April 30, 2026
Bohlmann Towers	144	(11) 9	69 owed \$413,127 (600,365)
Dunbar Heights	96	(20) 21	30 owed \$379,911 (404,237)
Turnkey	33	(4) 5	17 owed \$111,879 (146,461)
<b>Totals</b>	<b>273</b>	<b>(35) 36</b>	<b>106- 39% - \$904,917.10 (\$1,151,063)</b>

**PEEKSKILL POLICE DEPARTMENT INCIDENT REPORTS**

***PHA Activity: April 7 – April 13, 2026***

	Total Visits	Patrol/Follow-up	Other
Bohlmann Towers	22	18	4*
Dunbar Heights	25	20	5*

\* **Bohlmann Towers – Other:** 1 Animal Complaint, 1 Parking Complaint, 1 Agency Assist, 1 Follow-up Investigation

\* **Dunbar Heights – Other:** 1 Domestic Incident, 1 Larceny, 1 Suspicious Activity, 2 Medical Calls

***PHA Activity: April 21 – April 27, 2026***

	Total Visits	Patrol/Follow-up	Other
Bohlmann Towers	23	16	7*
Dunbar Heights	22	18	4*

\* **Bohlmann Towers – Other:** 1 Parking Complaint, 1 Criminal Mischief, 1 Agency Assist, 1 Suspicious Activity, 2 EDP Calls, 1 Medical Call, 1 Larceny

\* **Dunbar Heights – Other:** 1 Traffic Stop, 1 Domestic Incident, 1 Follow-up Investigation, 1 Unwanted Party

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**Elevator Bid**

PHA bid this project with the following schedule:

**Out to Bid:** March 30, 2026

**Pre-Bid Walk-Through:** April 14, 2026

**Last Day for Bidder Questions:** April 24, 2026

**Bid Opening:** May 7, 2026

During the bid opening held on Thursday May 7th, two bids were received and read aloud. The results are as follows:

King Rose Base Bid: \$924,875.00

King Rose Maintenance Contract Bid: \$4,500 per car per month

With an out-of-service time of 8 weeks per car

Elevator Subcontractor: Liftrage LLC

Iron Sword Base Bid: \$1,598,800.00

King Rose Maintenance Contract Bid: \$5,940 per car per month

With an out-of-service time of 10 weeks per car

Elevator Subcontractor: Ferens Elevator Company

Both contractors provided the required paperwork. PHA’s architect Katharine Mendez (LAN) is present at this meeting to give LAN’s recommendation and to answer any questions from the board. A resolution will be presented at the next meeting to confirm the board’s selection.

## Tenant Elections

Petitions were due back on May 5<sup>th</sup> and three residents submitted completed and verified petitions. The tenant elections will be held Tuesday May 26<sup>th</sup> from 12pm-6:30pm at Bohlmann and Dunbar Heights community rooms.

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## Landscaping Services Solicitation

- The Authority solicited bids from qualified contractors for landscaping services for the 2026 season. The scope covers all PHA properties, including Bohlmann Towers, Dunbar Heights, and Turnkey scattered sites. The three proposals received were from: My Favorite Yard LLC, Mancon LLC, and Juan S Landscaping LLC. The proposals are included in your board packets for review.

Vendor	Cost (55%)	Capability (25%)	Previous Experience (20%)	Total Score	Key Notes
Juan S Landscaping LLC	45/55	15/25	8/20	65/100	Strong landscaping-focused scope and reasonable pricing, but limited supporting documentation and no references included.
My Favorite Yard LLC	55/55	8/25	2/20	68/100	Submitted the lowest responsible bid and most competitive pricing, Proposal demonstrated the ability to provide the required landscaping and seasonal maintenance services, scope of services submitted aligns with the operational needs of the Authority properties
Mancon LLC	20/55	23/25	16/20	59/100	Most complete and professional submission with references and documentation, but pricing was substantially higher than competitors.

## Award Recommendation

Juan S. Landscaping was utilized by the Authority during the prior year, and the overall assessment of performance was determined to be unfavorable based on prior service experience and operational concerns. Based on the submitted proposals, references and the RFP scoring criteria, my recommendation is **My Favorite Yard LLC**. **A board resolution is required to accept this contract for the 2026 season.**

## Management Consultation Services RFP – Proposal Scoring Summary

PHA solicited proposals for MOD (modernization) Coordinator. Proposals were due back on May 8<sup>th</sup>, 2026. PHA received two responses. The MOD Coordinator responsibilities are being transitioned from the Executive Director to a dedicated consultant to provide additional specialized support and focused administration for Capital Fund Program activities, particularly with the ongoing changes to HUD compliance, reporting, procurement requirements, and modernization project administration. Most, if not all, housing authorities utilize outside modernization consultants to assist with these highly specialized HUD-related functions and to ensure continued compliance with HUD requirements. Proposals are included in your board packets for review.

Vendor	Understanding of CFP & HUD Regulations (30)	Public Housing Experience (30)	Past Performance / References (30)	Price (10)	Total Score	Notes
JC Roskell Management Consultants, Inc.	30/30	30/30	29/30	8/10	<b>97/100</b>	Extensive HUD modernization and CFP experience since 1983, numerous housing local authority clients, detailed understanding of CFP administration and compliance, fixed annual pricing of \$48,000. Verified & Certified Minority Business Enterprise (MBE) & Women Business Enterprise (WBE)
Right-Trak Design, Inc.	28/30	28/30	30/30	7/10	<b>93/100</b>	Comprehensive proposal with strong housing authority experience and supporting documentation; however, pricing is hourly rather than fixed, consultant estimated approximately 15 hours per month, and firm is not local.

### Summary

Both firms are highly qualified and responsive to the RFP requirements. JC Roskell received the highest score due to its extensive direct CFP modernization consulting experience, long-standing work with public housing authorities, and clear fixed-price proposal structure. Right-Trak Design also submitted a strong proposal with significant public housing management expertise and comprehensive supporting materials, but the hourly rate structure made direct cost comparison less favorable for scoring purposes.

**Recommendation for Board Approval-** It is recommended that the PHA Board approve the contract for MOD Coordinator JC Roskell for a one-year contract with option to renew for an additional year.

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## Grants

### Pending Application Submission

1. **Emergency and Non-Presidentially Declared Disaster Grant Application 2025:** For Bohlmann boiler replacement. Application due date is ongoing.
2. **Capital Improvements Grant:** For Improving physical condition (addressing UPCS/NSPIRE deficiencies), Increasing occupancy, Reducing long-term vacancies \$250,000-\$3,000,000 per award. Due date April 28<sup>th</sup>,2026

### Awarded (pending receipt)

1. **CDBG 2025:** Requesting \$800,000 (with a \$1.6 million match) for renovation of 170 bathrooms at Bohlmann Towers, per the 2018 Physical Needs Assessment. The County planner stated in her most recent email to me "At this time, we are still waiting for those funds to be released by HUD".

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## Kiley Center

The Peekskill Housing Authority (PHA) is awaiting the environmental review from Westchester County as it is part of the HUD application.

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## Other Updates

**Sitewide**- PHA is once again sponsoring free 2026 Season Pool passes and discounted daily rates for PHA residents at veteran's memorial park. Sign up at Parks and Rec 1 Robin Drive. 2 proofs of residency will be required. Served on a first come, first served basis.

### **Dunbar Heights Kitchens**

PHA has secured \$310,000 in state funding for kitchen renovations at Dunbar Heights.

Next steps:

- The bidding process will begin once the scope of work is finalized with HUD.

**Dunbar Bathroom Project CDBG – Phase 3 Update:** The architect is currently performing final inspections as completed work progresses and contractor is working through remaining punch list items.

**Current Projects-2022 CFP grant**

**1431 Park Street-** Concrete sidewalk work

**Bohlmann-** Parking lot paving and striping

**1227 Howard Street-** New constructed fenced in dumpster area with a roof, front gate and side door.  
Bathroom renovations (extension of the Dunbar bathroom project).

Respectfully Submitted,

*Janneyn Phalen*

Executive Director

**TENANT PAYMENT AGREEMENTS**

Tenant	Start Month	End Month	Agreement Amount	Received Amount	Remaining Amount	Notes
<b>Bohlmann</b>						
t0001610	06/2023	12/31/2026	4,721.19	1,874.00	2,847.19	
t0001721	08/2025	12/31/2026	1,135.75	328.00	807.75	
t0000277	11/2025	12/31/2026	1,984.00	600.00	1,384.00	
t0001273	01/2023	12/31/2027	1,860.12	894.37	965.75	Court
t0001683	11/2025	12/31/2027	901.65	838.85	62.80	
t0001495	04/2026	12/31/2027	758.83	25.00	733.83	
t0000524	05/2023	12/31/2028	4,954.00	3,300.00	1,654.00	
t0001195	08/2023	12/31/2028	2,189.70	1,100.00	1,089.70	
t0001682	08/2025	12/31/2028	1,198.98	1,180.00	18.98	
t0000008	07/2023	12/31/2029	5,203.30	2,700.00	2,503.30	
t0001253	11/2023	12/31/2029	2,205.10	2,099.80	105.30	
t0001666	07/2025	12/31/2029	1,395.00	250.00	1,145.00	
t0001192	08/2025	12/31/2029	1,814.00	1,731.00	83.00	
t0001145	09/2025	12/31/2029	1,360.00	200.00	1,160.00	
t0000835	12/2025	12/31/2029	2,182.00	1,230.00	952.00	
t0000795	05/2021	12/31/2030	3,067.00	1,431.00	1,636.00	
t0001618	08/2025	12/31/2030	1,886.27	175.00	1,711.27	
t0000176	06/2023	12/31/2031	5,799.00	4,726.00	1,073.00	Court
t0001121	06/2023	12/31/2031	2,605.85	575.00	2,030.85	
t0001226	07/2025	12/31/2032	2,329.00	2,271.00	58.00	
t0001284	06/2025	12/31/2033	2,904.60	796.55	2,108.05	
t0001670	07/2025	12/31/2033	2,668.30	350.00	2,318.30	
t0000168	06/2025	12/31/2034	3,322.30	675.00	2,647.30	
t0000213	05/2023	12/31/2035	18,603.00	5,200.00	13,403.00	Court
t0002000	11/2025	12/31/2035	4,327.00	1,147.00	3,180.00	
t0001120	12/2024	12/31/2036	4,030.10	756.30	3,273.80	Court
t0002187	08/2025	12/31/2036	3,470.10	200.00	3,270.10	
t0001480	08/2025	12/31/2037	3,974.00	3,931.00	43.00	
t0000255	11/2025	12/31/2037	3,678.15	346.85	3,331.30	
t0000214	08/2023	12/31/2038	5,701.80	1,700.00	4,001.80	
u0001117	12/2023	12/31/2038	4,773.80	764.40	4,009.40	Court
t0001181	06/2023	12/31/2041	5,897.59	5,378.76	518.83	
t0001245	07/2023	12/31/2045	7,718.66	1,625.00	6,093.66	Court
t0000979	05/2024	12/31/2045	7,868.80	690.00	7,178.80	
t0001527	01/2026	12/31/2045	2,483.70	39.00	2,444.70	
t0000495	08/2025	12/31/2046	6,403.70	665.60	5,738.10	
p00071	08/2025	12/31/2048	7,991.00	995.00	6,996.00	
t0000253	01/2026	12/31/2054	3,550.20	0.00	3,550.20	
t0000372	02/2024	12/31/2055	10,430.80	1,526.20	8,904.60	Court
t0000857	05/2025	12/31/2056	9,883.05	1,796.00	8,087.05	Court
p00117	07/2023	12/31/2058	22,425.06	2,589.00	19,836.06	Court
t0001162	12/2024	12/31/2058	10,457.95	316.00	10,141.95	
t0000407	09/2024	12/31/2065	12,430.15	450.00	11,980.15	Court
t0000390	10/2022	12/31/2067	28,105.00	3,100.00	25,005.00	

t0000193	10/2024	12/31/2071	5,669.00	190.00	5,479.00	Court
t0000273	02/2025	12/31/2078	34,321.20	2,150.00	32,171.20	
p00103	11/2024	12/31/2093	20,904.70	390.00	20,514.70	
<b>Total Bohlmann</b>			<b>303,544.45</b>	<b>65,296.68</b>	<b>238,247.77</b>	
			<b>Agreement</b>	<b>Received</b>	<b>Remaining</b>	

<u>t0000134</u>	07/2025	12/31/2026	2,120.94	1,030.00	1,090.94	
<u>t0000165</u>	03/2026	12/31/2027	2,296.00	182.00	2,114.00	
<u>t0000022</u>	06/2023	12/31/2027	2,286.00	1,518.00	768.00	
<u>t0000107</u>	07/2021	12/31/2028	12,939.00	9,466.00	3,473.00	
<u>t0000288</u>	01/2026	12/31/2028	1,158.40	380.00	778.40	
<u>t0001635</u>	12/2025	12/31/2028	1,386.00	150.00	1,236.00	
<u>t0001248</u>	11/2023	12/31/2029	2,756.00	2,697.00	59.00	
<u>t0000904</u>	05/2023	12/31/2030	8,402.10	3,656.00	4,746.10	
<u>t0001526</u>	11/2025	12/31/2033	5,435.00	550.00	4,885.00	
<u>t0000765</u>	03/2025	12/31/2033	3,309.20	775.00	2,534.20	
<u>t0001613</u>	11/2023	12/31/2034	13,591.80	3,679.00	9,912.80	Court
<u>t0000042</u>	08/2023	12/31/2035	16,844.90	4,515.00	12,329.90	Court
<u>t0001614</u>	04/2026	12/31/2035	4,092.00	3,773.00	319.00	
<u>t0000777</u>	09/2025	12/31/2036	4,250.64	753.00	3,497.64	
<u>t0001237</u>	11/2024	12/31/2037	5,655.00	5,574.00	81.00	Court
<u>t0001171</u>	08/2025	12/31/2037	4,000.00	225.00	3,775.00	
<u>t0000044</u>	02/2026	12/31/2040	5,370.00	1,180.00	4,190.00	
<u>p00130</u>	08/2023	12/31/2041	5,798.00	4,215.00	1,583.00	
<u>t0000154</u>	06/2021	12/31/2041	6,257.25	1,482.00	4,775.25	
<u>t0001659</u>	09/2023	12/31/2043	6,741.70	1,175.00	5,566.70	
<u>t0000228</u>	07/2025	12/31/2044	5,972.00	2,006.00	3,966.00	
<u>t0000054</u>	02/2024	12/31/2045	6,592.10	2,373.00	4,219.10	
<u>t0000133</u>	04/2025	12/31/2045	6,493.20	1,265.65	5,227.55	Court
<u>t0000363</u>	09/2024	12/31/2052	8,578.47	450.00	8,128.47	Court
<u>p00003</u>	11/2024	12/31/2057	10,434.65	750.00	9,684.65	
<u>t0000181</u>	06/2023	12/31/2061	5,049.40	5,030.60	18.80	
<u>t0000004</u>	06/2025	12/31/2062	13,812.00	180.00	13,632.00	Court
<u>p00036</u>	08/2023	12/31/2068	14,304.40	5,791.20	8,513.20	Court
<u>t0000179</u>	08/2025	12/31/2074	14,977.40	50.00	14,927.40	Court
<u>t0000041</u>	11/2024	12/31/2077	17,064.50	1,350.00	15,714.50	
<u>t0000059</u>	02/2024	12/31/2093	20,999.90	675.00	20,324.90	
<u>t0000033</u>	09/2024	12/31/2123	30,211.25	837.75	29,373.50	Court
<b>Total Dunbar</b>			<b>269,179.20</b>	<b>67,734.20</b>	<b>201,445.00</b>	
			<b>Agreement</b>	<b>Received</b>	<b>Remaining</b>	

TENANT PAYMENT AGREEMENT LISTING cont'd

<b>Turnkey</b>						
<u>t0000256</u>	03/2023	12/31/2030	3,220.50	3,111.00	109.50	
<u>t0001304</u>	08/2025	12/31/2058	10,094.80	100.00	9,994.80	Court
<u>t0000026</u>	04/2023	12/31/2030	9,675.48	3,329.00	6,346.48	Court
<u>t0000063</u>	02/2025	12/31/2036	9,717.00	3,783.00	5,934.00	
<u>t0000082</u>	08/2025	12/31/2030	1,729.45	225.00	1,504.45	
<u>p00070</u>	07/2025	12/31/2062	12,302.00	1,075.00	11,227.00	
<u>t0001261</u>	08/2023	12/31/2041	17,310.37	1,880.00	15,430.37	
<u>t0000062</u>	06/2023	12/31/2039	6,776.15	2,520.00	4,256.15	
<u>t0000101</u>	07/2023	12/31/2033	6,998.50	2,248.00	4,750.50	
<u>t0001627</u>	08/2023	12/31/2028	2,038.05	925.00	1,113.05	
<u>t0000156</u>	08/2025	12/31/2030	3,255.00	450.00	2,805.00	
<b>Total Turnkey</b>			<b>83,117.30</b>	<b>19,646.00</b>	<b>63,471.30</b>	
			<b>Agreement</b>	<b>Received</b>	<b>Remaining</b>	
<b>PHA TOTAL (91)</b>			<b>655,840.95</b>	<b>152,676.88</b>	<b>503,164.07</b>	

# FINANCIAL REPORT



- 1) Balance Sheet
- 2) Profit and Loss Month
- 3) Summary Operating Statement

## Peekskill Housing Authority

## Balance Sheet

As of April 30, 2026

05/07/26

Accrual Basis

Apr 30, 26

## ASSETS

## Current Assets

## Checking/Savings

1111.2 Cash - Operating Account	773,525.58
1111.5 Cash - Payroll Account	61,854.03
1112 Chase - Nonfederal	524,320.31
1114 Security Deposit Fund	81,437.84
1117 Petty Cash Fund	1,000.00

Total Checking/Savings	1,442,137.76
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## Other Current Assets

1123 Allowance for Doubt. Accts	-1,141,616.00
1125 AR HUD	197,161.00
1129 AR Other	2,625.70
1211 Prepaid Insurance	35,687.00
1260 Material Inventory	37,581.00
1261 Obsolete Inventory	-1,879.00
1122.1 · 1122.1 TAR Bohlmann	481,860.01
1122.2 · 1122.2 TAR Dunbar	322,549.94
1122.3 · 1122.3 TAR Turnkey	72,778.72
1122.7 · 1122.7 TAR Repays Bohlmann	227,991.52
1122.8 · 1122.8 TAR Repays Dunbar	226,652.98
1122.9 · 1122.9 TAR Repays Turnkey	59,942.42
1262 · 1262 Fuel Oil Inventory	26,045.00

Total Other Current Assets	547,380.29
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Total Current Assets	1,989,518.05
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## Fixed Assets

1400.10 Leasehold Improvements	3,650,425.76
1400.12 Building Improvements	3,555,353.79
1400.3 CFP Unallocated	220.00
1400.42 CFP 2020	289,940.00
1400.44 CFP 2022	34,750.32
1400.45 CFP 2023	95,110.00
1400.451 CFP 2023 ESS	83,104.00
1400.46 CFP 2024	201,033.56
1400.461 CFP 2024 Hazard	33,245.39
1400.5 Accumulated Depreciation	-24,931,687.44
1400.51 Accumulated Amortizatio	-13,562.58
1400.6 Land	131,611.00
1400.7 Buildings	21,807,327.63
1400.8 Equipment - Dwellings	238,849.00
1400.9 Equipment - Admin	913,607.67
1400.95 Equipment - Cap Leases	17,056.20
1401 CDBG Costs	43,393.15

Total Fixed Assets	6,149,777.45
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## Other Assets

1420 · 1420 Deferred Outflows GASB-68	311,799.00
1421 · 1421 Deferred Outflows OPEB	865,055.00

Total Other Assets	1,176,854.00
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<b>TOTAL ASSETS</b>	<b>9,316,149.50</b>
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05/07/26

Accrual Basis

## Peekskill Housing Authority

## Balance Sheet

As of April 30, 2026

Apr 30, 26

## LIABILITIES &amp; EQUITY

## Liabilities

## Current Liabilities

## Other Current Liabilities

2111 Accounts Payable	51,315.10
2114 Tenant Security Deposits	80,737.81
2117.3 Pension Payable	1,547.73
2117.5 Group Insurance	8,896.98
2117.7 CSEA Dues	-686.99
2133 Accrued utilities	138,083.70
2135 Accrued Payroll	8,199.69
2136 Accrued Pension	11,667.00
2137 Payments in Lieu of Taxes	103,620.00
2138 Accrued Comp. Absences	181,023.00
2146 Lease Payable	3,926.89
2290 Deferred Credits	740.16
2240.1 · Prepaid Rent Bohlmann	4,752.30
2240.2 · Prepaid Rent Dunbar	4,133.00
2240.3 · Prepaid Rent Turnkey	1,709.89

Total Other Current Liabilities	599,666.26
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Total Current Liabilities	599,666.26
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## Long Term Liabilities

2134 Acrued OPEB	3,936,211.00
2140 Net Pension Liability	309,078.00
2400 Deferred Inflows GASB-68	213,824.00
2410 Deferred Inflows OPEB	1,832,537.00

Total Long Term Liabilities	6,291,650.00
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Total Liabilities	6,891,316.26
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## Equity

2803 Invested in Capital Assets	5,345,531.69
2807 Unrestricted Net Assets	-4,370,485.59
32000 · Retained Earnings	1,006,867.70
Net Income	442,919.44

Total Equity	2,424,833.24
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TOTAL LIABILITIES & EQUITY	9,316,149.50
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**Peekskill Housing Authority**  
**Profit & Loss**  
**April 2026**

	Apr 26
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
3110 Dwelling Rental	
3110.1 Bohlmann Towers	98,257.00
3110.2 Dunbar Heights	55,099.00
3110.4 Turnkey	29,261.00
	182,617.00
<b>Total 3110 Dwelling Rental</b>	
3190 Nondwelling Rental	
3190.1 Bohlmann Towers	750.00
3190.2 Dunbar Heights	780.00
3190.4 Turnkey	285.00
	1,815.00
<b>Total 3190 Nondwelling Rental</b>	
3610 Interest on Gen. Fund Inv.	517.57
3690 Other Income	
3690.1 Laundry Room Income	2,588.34
3690.3 Health Center Rent	740.16
3690.6 Late Fees	
Bohlmann Towers	453.80
Dunbar Heights	258.20
Turnkey	89.60
	801.60
<b>Total 3690.6 Late Fees</b>	
3690.8 Work Orders	
Bohlmann Towers	35.00
	35.00
<b>Total 3690.8 Work Orders</b>	
3690.9 AC - BT	390.00
3690.9 Ac - TK	60.00
	4,615.10
<b>Total 3690 Other Income</b>	
3691 Other Income CFP Subsidy	20,833.00
8020 Operating Subsidy	
8020.1 AMP 1	68,740.00
8020.2 AMP2	66,526.00
	135,266.00
<b>Total 8020 Operating Subsidy</b>	
<b>Total Income</b>	345,663.67
<b>Gross Profit</b>	345,663.67
<b>Expense</b>	
4110 Administrative Salaries	28,765.10
4130 Legal Expense	6,370.00
4140 Staff Training	200.00
4170 Accounting Fees	2,400.00
4190.15 Cell Phones/Pagers	382.61
4190.5 Forms, Station. & Office	507.25
4190.6 All Other Sundry	288.36
4190.7 Admin. Service Contracts	1,762.42
4190.71 Leases	753.79
4190.9 Advertising	141.00
4310 Water & Sewer	85,206.99
4320 Electricity	22,494.17
4330 Gas	35,803.69
4335 Propane	206.04
4340 Fuel	36,892.12
4410 Labor	44,996.93
4420 Materials	
4420.01 Supplies - Grounds	3,511.71
	3,511.71
<b>Total 4420 Materials</b>	

Peekskill Housing Authority  
Profit & Loss  
April 2026

	Apr 26
4430.1 Garbage & Trash Removal	2,000.00
4430.11 Routine Maint Contracts	7,000.00
4430.4 Elevator Contracts	2,617.65
4430.6 Unit Turnaround Contract	25,750.00
4430.9 Exterminating Contracts	1,550.00
4510 Insurance Expense	18,812.00
4540 Employee Benefits	
4540.1 Employee Ben - Admin	19,446.82
4540.2 Employee Ben - Maint	18,307.58
4540.6 GASB-68 Admin	11,667.00
<b>Total 4540 Employee Benefits</b>	<b>49,421.40</b>
4570 Collection Losses	6,250.00
4190.72 - 4190.73 IT Services	1,200.00
<b>Total Expense</b>	<b>385,283.23</b>
<b>Net Ordinary Income</b>	<b>-39,619.56</b>
<b>Other Income/Expense</b>	
<b>Other Income</b>	
8029.52 Capital Fund Grant 2022	22,425.00
8029.56 Capital Fund Grant 2025	176,328.00
8029.50 - 8029.50 Capital Fund Grant 2020	289,940.00
<b>Total Other Income</b>	<b>488,693.00</b>
<b>Other Expense</b>	
4805 ROSS 2022 Expenses	6,154.00
<b>Total Other Expense</b>	<b>6,154.00</b>
<b>Net Other Income</b>	<b>482,539.00</b>
<b>Net Income</b>	<b>442,919.44</b>

**Peekskill Housing Authority**  
**Summary Operating Statement - Budget and Actual**  
**One Month Ended April 30, 2026**

	Prior Year Year-to-Date Actual	Annual Budget (Dollars)	Year-to-Date Budget	Year-to-Date Actual	Variance - Favorable (Unfavorable)
<b>Revenue</b>					
Operating Receipts					
Dwelling Rentals	181,383	2,141,190	178,433	182,617	4,185
Nondwelling Rent	1,898	21,960	1,830	1,815	(15)
Interest Income	531	500	42	518	476
Other Income	4,695	35,000	2,917	4,615	1,698
HUD Operating Subsidy	146,928	1,650,000	137,500	135,266	(2,234)
CFP Operations Subsidy	16,667	250,000	20,833	20,833	(0)
<b>Total Operating Receipts - Including HUD Contril</b>	<b>352,102</b>	<b>4,098,650</b>	<b>341,554</b>	<b>345,664</b>	<b>4,110</b>
<b>Expenses</b>					
Operating Expenditures					
Administrative:					
Administrative Salaries	27,581	379,370	31,614	28,765	2,849
Legal Expense	3,200	45,000	3,750	6,370	(2,620)
Training	863	5,000	417	200	217
Travel	0	5,000	417	0	417
Accounting Fees	2,400	30,000	2,500	2,400	100
Auditing Fees	2,083	25,000	2,083	2,083	0
Telephone, Office Supplies, Miscellaneous	16,074	154,000	12,833	5,035	7,798
<b>Total Administrative Expenses</b>	<b>52,201</b>	<b>643,370</b>	<b>53,614</b>	<b>44,853</b>	<b>8,761</b>
Tenant Services:					
Contracts	0	0	0	0	0
Relocation and other	0	20,000	1,667	0	1,667
<b>Total Tenant Services Expenses</b>	<b>0</b>	<b>20,000</b>	<b>1,667</b>	<b>0</b>	<b>1,667</b>
Utilities:					
Water/Sewer	88,313	260,000	21,667	85,207	(63,540)
Electricity	26,276	290,000	24,167	22,494	1,673
Gas	31,801	250,000	20,833	35,804	(14,971)
Fuel	33,772	297,000	24,750	37,098	(12,348)
<b>Total Utilities Expenses</b>	<b>180,162</b>	<b>1,097,000</b>	<b>91,417</b>	<b>180,603</b>	<b>(89,186)</b>
Ordinary Maintenance & Operation:					
Labor-Maintenance	48,256	638,060	53,172	44,997	8,175
Materials - Maintenance	10,952	170,000	14,167	3,512	10,655
Maint Contract Costs	18,197	430,000	35,833	38,918	(3,085)
<b>Total Maintenance Expenses</b>	<b>77,405</b>	<b>1,238,060</b>	<b>103,172</b>	<b>87,427</b>	<b>15,745</b>
Protective Services:					
Contracts	0	5,000	417	0	417
<b>Total Protective Services</b>	<b>0</b>	<b>5,000</b>	<b>417</b>	<b>0</b>	<b>417</b>
General Expense:					
Insurance	21,708	239,000	19,917	18,812	1,105
Payments in Lieu of Taxes	352	106,620	8,885	428	8,457
Employee Benefit Contributions	49,973	594,820	49,568	49,421	147
Collection Losses	6,250	75,000	6,250	6,250	0
<b>Total General Expenses</b>	<b>78,283</b>	<b>1,015,440</b>	<b>84,620</b>	<b>74,911</b>	<b>9,709</b>
Nonroutine Items:					
Extraordinary Items	0	10,000	833	0	833
<b>Total Operating Expenses</b>	<b>388,051</b>	<b>4,028,870</b>	<b>335,739</b>	<b>387,794</b>	<b>(52,888)</b>
<b>Net Income/(Loss)</b>	<b>(35,949)</b>	<b>69,780</b>	<b>5,815</b>	<b>(42,130)</b>	<b>(47,945)</b>

**PEEKSKILL HOUSING AUTHORITY  
RESOLUTION APPROVING THE  
REVIEW OF MONTHLY BILLS AS LISTED  
APRIL 2026**

**WHEREAS**, the Board of Commissioners of the Peekskill Housing Authority is responsible for monitoring the Authority's expenditures; and

**WHEREAS**, the bills for the period of April 2026 are set forth in the attached Bills List; and

**WHEREAS**, the Board of Commissioners has reviewed the Bills List; and

**WHEREAS**, any questions and/or concerns regarding certain bills listed have been satisfactorily addressed;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Peekskill Housing Authority hereby approves the bills as presented in the April 2026 Bills List.

Commissioner \_\_\_\_\_ motioned to vote and Commissioner \_\_\_\_\_ seconded.

The vote is as follows:

VOTE	YES	NO	ABSENT	ABSTAIN
Chair Jacqueline Simpkins				
Vice Chairman Yvette Houston				
Commissioner Nicola Smith-DeFreitas				
Commissioner Dawn Benson				

I hereby certify that the above resolution is as the Board of Commissioners of the Housing Authority of the City of Peekskill adopted.

Effective: May 21<sup>st</sup>, 2026

\_\_\_\_\_  
J. Phalen, Executive Director

**Peekskill Housing Authority**  
**Transaction List by Vendor**  
**April 2026**

Type	Date	Num	Memo	Amount
<b>AAA Carting &amp; Rubbish Removal</b>				
Bill	04/09/2026		0000861214; Rubbish Removal	-1,000.00
Bill Pmt -Check	04/09/2026	19501	0000861214; Rubbish Removal	-1,000.00
Bill Pmt -Check	04/22/2026	19519	0000872112; Rubbish Removal	-1,000.00
Bill	04/23/2026		0000872112; Rubbish Removal	-1,000.00
<b>Aflac New York</b>				
Bill	04/23/2026		Supplemental group insurance	-479.40
Bill Pmt -Check	04/23/2026	19542	Supplemental group insurance	-479.40
<b>All County Lock &amp; Safe Corp.</b>				
Bill Pmt -Check	04/22/2026	19520	32170; Unit and keys and Cylinder	-167.00
Bill	04/23/2026		32170; Unit and keys and Cylinder	-167.00
<b>Avaya Financial Services</b>				
Bill Pmt -Check	04/22/2026	19521	OFFICE PHONES	-292.89
Bill	04/23/2026		OFFICE PHONES	-292.89
<b>Carahsoft Technology Corp.</b>				
Bill Pmt -Check	04/22/2026	19522	Social Service Verification & Fees	-719.24
Bill	04/23/2026		Social Service Verification & Fees	-719.24
<b>City of Peekskill (cop)</b>				
Bill	04/09/2026		2026 City/County Sewer/Solid Waste Tax	-26,637.53
Bill Pmt -Check	04/09/2026	19502	2026 City/County Sewer/Solid Waste Tax	-26,637.53
<b>City of Peekskill (cpw)</b>				
Bill	04/09/2026		Water Bill; All Sites	-58,569.46
Bill Pmt -Check	04/09/2026	19503	Water Bill; All Sites	-58,569.46
<b>Con Edison</b>				
Bill	04/09/2026		Kiley Center Gas	-3,429.90
Bill Pmt -Check	04/09/2026	19504	Kiley Center Gas	-3,429.90
General Journal	04/09/2026	Gas	807 Main St heat	21,490.35
<b>CSEA</b>				
Bill	04/09/2026		AGENCY UNION DUES	-311.96
Bill Pmt -Check	04/09/2026	19505	AGENCY UNION DUES	-311.96
Bill Pmt -Check	04/22/2026	19523	AGENCY UNION DUES	-311.96
Bill	04/23/2026		AGENCY UNION DUES	-311.96
Bill	04/23/2026		Agency Union Dues- 12/31/25	-311.96
Bill Pmt -Check	04/23/2026	19541	Agency Union Dues- 12/31/25	-311.96
<b>CSEA Employee Benefit Fund</b>				
Bill Pmt -Check	04/22/2026	19524	VISION AND DENTAL PREMIUM	-1,746.80
Bill	04/23/2026		VISION AND DENTAL PREMIUM	-1,746.80
<b>DEC Office Solutions, Inc.</b>				
Bill	04/09/2026		IN359044; Copy Machine Base Rate and Overage	-460.90
Bill Pmt -Check	04/09/2026	19506	IN359044; Copy Machine Base Rate and Overage	-460.90
<b>HD Supply Facilities Maintenance Ltd.</b>				
Bill Pmt -Check	04/22/2026	19525	9247727387; Maintenance supplies	-764.00
Bill	04/23/2026		9247727387; Maintenance supplies	-764.00
<b>Home Depot Credit Services</b>				
Bill	04/23/2026		MAINTENANCE SUPPLIES	-2,580.71
Bill Pmt -Check	04/23/2026	19538	MAINTENANCE SUPPLIES	-2,580.71
<b>Home Improvement St. John's</b>				
Bill	04/09/2026		Unit Turnaround: DH 16D	-12,400.00
Bill Pmt -Check	04/09/2026	19507	Unit Turnaround: DH 16D	-12,400.00
Bill Pmt -Check	04/22/2026	19526	Unit Turnaround: 1227 Howard	-13,350.00
Bill	04/23/2026		Unit Turnaround: 1227 Howard	-13,350.00
Bill	04/23/2026		Main office concrete repair	-7,000.00
Bill Pmt -Check	04/23/2026	19539	Main office concrete repair	-7,000.00
<b>JKR Pest Solutions LLC</b>				
Bill	04/09/2026		Monthly Service Contract and Specials	-1,550.00
Bill Pmt -Check	04/09/2026	19508	Monthly Service Contract and Specials	-1,550.00
<b>John G. Cruikshank</b>				
Bill	04/09/2026		Accounting Services – March. 2026	-2,400.00
Bill Pmt -Check	04/09/2026	19509	Accounting Services – March. 2026	-2,400.00
<b>Kimberlyn McIver</b>				
Bill	04/09/2026		ROSS Coordinator Fee	-3,077.00
Bill Pmt -Check	04/09/2026	19500	ROSS Coordinator Fee	-3,077.00
Bill	04/23/2026		ROSS COORDINATOR FEES	-3,077.00
Bill Pmt -Check	04/23/2026	19535	ROSS COORDINATOR FEES	-3,077.00
<b>LAN Associates</b>				
Bill Pmt -Check	04/22/2026	19527	6592, 6593 ;Elevator Modification & Bathroom Revitalization Pr...	-4,912.50
Bill	04/23/2026		6592, 6593 ;Elevator Modification & Bathroom Revitalization Pr...	-4,912.50

## Peekskill Housing Authority Transaction List by Vendor April 2026

Type	Date	Num	Memo	Amount
<b>Lowe's Home Improvement</b>				
Bill	04/28/2026		Appliances for Turnkey Sites	-34,750.32
Bill Pmt -Check	04/28/2026	19543	Appliances for Turnkey Sites	-34,750.32
<b>Nelrod Company</b>				
Bill Pmt -Check	04/22/2026	19528	Annual Nelrod Consortium Conference	-200.00
Bill	04/23/2026		Annual Nelrod Consortium Conference	-200.00
<b>New York Power Authority</b>				
Bill Pmt -Check	04/22/2026	19529	ELECTRICITY-ALL SITES; March 2026	-22,527.98
Bill	04/23/2026		ELECTRICITY-ALL SITES; March 2026	-22,527.98
<b>NYS &amp; Local Employees Retirement Systems</b>				
General Journal	04/07/2026	ERS	April ERS payt	2,774.64
<b>NYS Employees' Health Insurance Pending A</b>				
Bill	04/09/2026		HEALTH INSURANCE PREMIUMS	-35,042.29
Bill Pmt -Check	04/09/2026	19510	HEALTH INSURANCE PREMIUMS	-35,042.29
<b>NYSIF</b>				
Bill	04/09/2026		Workers' Compensation Premium- Annual Adjustment	-2,308.17
Bill Pmt -Check	04/09/2026	19511	Workers' Compensation Premium- Annual Adjustment	-2,308.17
<b>Otis Elevator Company</b>				
Bill Pmt -Check	04/22/2026	19530	Elevator Maintenance Service 05/01/26-07/31/26	-2,617.65
Bill	04/23/2026		Elevator Maintenance Service 05/01/26-07/31/26	-2,617.65
<b>Paychex</b>				
General Journal	04/08/2026	Paychex	Corestream	90.48
General Journal	04/22/2026	Paychex	Corestream	90.50
<b>Pierro &amp; Kamensky</b>				
Bill	04/09/2026		Monthly Legal Services	-3,200.00
Bill Pmt -Check	04/09/2026	19512	Monthly Legal Services	-3,200.00
Bill Pmt -Check	04/22/2026	19531	Legal Disbursements through April 1, 2026	-3,170.00
Bill	04/23/2026		Legal Disbursements through April 1, 2026	-3,170.00
<b>Primo Brands</b>				
Bill	04/09/2026		26C0602873333; Water Delivery & Equipment Service	-288.36
Bill Pmt -Check	04/09/2026	19513	26C0602873333; Water Delivery & Equipment Service	-288.36
<b>Purchase Power</b>				
Bill	04/09/2026		Postage/supplies	-507.25
Bill Pmt -Check	04/09/2026	19514	Postage/supplies	-507.25
<b>Robison</b>				
Bill	04/09/2026		18607; Oil Delivery; 696 Highland Ave, Dunbar	-36,892.12
Bill Pmt -Check	04/09/2026	19515	18607; Oil Delivery; 696 Highland Ave, Dunbar	-36,892.12
<b>Safe Cloud, Inc.</b>				
Bill	04/09/2026		Monthly IT Services and Installation of New Equipment	-1,200.00
Bill Pmt -Check	04/09/2026	19516	Monthly IT Services and Installation of New Equipment	-1,200.00
<b>Stericycle, Inc</b>				
Bill Pmt -Check	04/22/2026	19532	SECURE DOCUMENT DISPOSAL	-90.00
Bill	04/23/2026		SECURE DOCUMENT DISPOSAL	-90.00
<b>Suburban Propane</b>				
Bill Pmt -Check	04/22/2026	19533	PROPANE DELIVERY	-206.04
Bill	04/23/2026		PROPANE DELIVERY	-206.04
<b>USA Today Media Corp.</b>				
Bill	04/09/2026		0007622554; NOTICE ADVERTISING	-141.00
Bill Pmt -Check	04/09/2026	19517	0007622554; NOTICE ADVERTISING	-141.00
<b>Verizon Wireless</b>				
Bill	04/23/2026		6141142827; PHA Staff Devices	-350.61
Bill Pmt -Check	04/23/2026	19537	6141142827; PHA Staff Devices	-350.61
Bill	04/23/2026		6141142828; Administrative Device	-32.00
Bill Pmt -Check	04/23/2026	19540	6141142828; Administrative Device	-32.00

**PEEKSKILL HOUSING AUTHORITY  
SELECTION AND APPOINTMENT OF LANDSCAPING CONTRACTOR**

**WHEREAS**, the Peekskill Housing Authority solicited proposals for landscaping and grounds maintenance services in accordance with applicable procurement requirements; and

**WHEREAS**, the Board of Commissioners has determined that My Favorite Yard is qualified to provide satisfactory and cost-effective landscaping services; and

**WHEREAS**, the Executive Director has recommended the selection of My Favorite Yard as the landscaping contractor for the Authority;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the Peekskill Housing Authority hereby approves the selection and appointment of My Favorite Yard as landscaping contractor; and

**BE IT FURTHER RESOLVED**, that the Executive Director is authorized to execute all necessary agreements and related documents to implement this Resolution.

Commissioner \_\_\_\_\_ motioned to vote and Commissioner \_\_\_\_\_ seconded.

The vote is as follows:

<b>VOTE</b>	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Chairman Jacqueline Simpkins				
Vice Chairman Yvette Houston				
Commissioner Nicola Smith-DeFreitas				
Commissioner Dawn Benson				

I hereby certify that the above resolution is as the Board of Commissioners of the Housing Authority of the City of Peekskill is adopted.

Effective: May 21<sup>st</sup>, 2026

\_\_\_\_\_  
J. Phalen, Executive Director



INVOICE # INV-  
210

# My Favorite Yard LLC

From

## My Favorite Yard LLC

My Favorite Yard LLC

3219 E Main St Mohegan Lake NY 10547 Apt.#26

My Favorite Yard LLC

myfavoriteyard@gmail.com 9142009595

To

## PEEKSKILL HOUSING AUTHORITY

807 Main St Peekskill NY 10566

twillams@peekskillha.com 9147391700

Due May 11, 2026

Invoice Date

**May 11, 2026**

# \$16,460.00

Item	Unit Cost	Quantity	Total
<b>1719A Park St Lawn Maintenance</b>	<b>\$240.00</b>	<b>4</b>	<b>\$960.00</b>
Monthly Lawn Maintenance Mowing the lawn Weed wacking lawn edges, sideways, etc. and blowing and blowing the mentioned			
<b>1431 Park St Peekskill Mow The Lawn</b>	<b>\$480.00</b>	<b>4</b>	<b>\$1,920.00</b>
Monthly Lawn Maintenance: Mowing the lawn. Weed wacking lawn edges Blowing sidewalk, patios and driveways			
<b>1227 Howard St Peekskill</b>	<b>\$120.00</b>	<b>4</b>	<b>\$480.00</b>
Monthly Lawn Maintenance: Mowing the lawn Weed wacking the edges, around trees or stones, etc. Blowing sidewalks, patios, driveways etc.			
<b>807 Main St Peekskill Lawn Maintenance</b>	<b>\$550.00</b>	<b>4</b>	<b>\$2,200.00</b>
Lawn Maintenance Mowing the lawn Weed wacking the lawn edges, around trees or stones, etc. Blowing sidewalks, patios, driveways etc.			
<b>696 Highland Ave Peekskill</b>	<b>\$600.00</b>	<b>4</b>	<b>\$2,400.00</b>
Lawn Maintenance Mowing the lawn, weed wacking lawn edges, around trees or			

etc

Blowing sidewalks, patios and driveways etc

<b>If Customer Needs Mulch And Flowers.</b>	<b>\$0.00</b>	<b>1</b>	<b>\$0.00</b>
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Will discuss price

<b>Fall Clean Up 2 Or 3 Times</b>	<b>\$8,500.00</b>	<b>1</b>	<b>\$8,500.00</b>
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From middle of October to end of November FOR THE 5 PROPERTIES CLEAN UP \$850 UNTIL LAST CLEAN UP

<b>Lawn Mowing Until The End Of October.</b>	<b>\$0.00</b>	<b>1</b>	<b>\$0.00</b>
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in the middle of October will provide the first clean up  
November more clean up/ leaves removal

**Payment Instructions**

Subtotal **\$16,460.00**

**Notes**

**Total** **\$16,460.00**



Janneyn Phalen <jphalen@peekskillha.com>

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## Landscaping

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Janneyn Phalen <jphalen@peekskillha.com>  
To: myfavoriteyard@gail.com  
Cc: Michael Levin <mlevin@peekskillha.com>

Wed, May 13, 2026 at 9:32 AM

Good Morning

Thank you for your landscaping proposal. I do have a couple of questions.

1) Fall cleanup is priced at \$8,500 for two or three times, but the line item underneath states \$850 until the last cleanup. Was this a typo? Please clarify

2) Please let me know your regular monthly charge for the 5 properties (without fall cleanup)

Thank you!

--

J. Phalen  
Executive Director  
Peekskill Housing Authority  
807 Main Street  
Peekskill, NY 10566  
914 739-1700  
914 739-1787 (Fax)  
www.peekskillhousingauthority.com



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Janneyn Phalen <jphalen@peekskillha.com>

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## Landscaping

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**MARVIN NOGUERA** <myfavoriteyard@gmail.com>  
To: Janneyn Phalen <jphalen@peekskillha.com>

Wed, May 13, 2026 at 4:48 PM

Hi, how are you doing? Thank you for the message. The monthly Lawn Maintenance for 5 properties would be \$7900

To the end of October.

[Quoted text hidden]

# Mancon, LLC

Construction and Maintenance

## Proposal

May 11, 2026

Peekskill Housing Authority  
807 Main Street, Peekskill, New York 10566

**Project:** Landscaping Maintenance Services

**Location:** All Locations

**Prepared For:** Janneyn Phalen

### Scope of Work:

#### Service Area 1 – 807 Main Street

Service	Price
Seasonal Work (Monthly Rate)	\$19,500.00
Spring Cleanup	\$16,000.00
Fall Cleanup	\$18,000.00

#### Service Area 2 – 696 Highland Avenue

Service	Price
Seasonal Work (Monthly Rate)	\$28,000.00
Spring Cleanup	\$25,000.00
Fall Cleanup	\$30,000.00

#### Service Area 3 – 1227 Howard Street

Service	Price
Seasonal Work (Monthly Rate)	\$12,000.00
Spring Cleanup	\$18,000.00
Fall Cleanup	\$18,000.00

261 Mahopac Avenue  
Yorktown Heights, New York 10598  
914-494-2045 914-519-6025 Fax  
manconllc@gmail.com

# Mancon, LLC

Construction and Maintenance

## **Service Area 4 – 1719 Park Street**

Service	Price
Seasonal Work (Monthly Rate)	\$12,000.00
Spring Cleanup	\$18,000.00
Fall Cleanup	\$18,000.00

## **Service Area 5 – 1431 Park Street**

Service	Price
Seasonal Work (Monthly Rate)	\$12,000.00
Spring Cleanup	\$18,000.00
Fall Cleanup	\$18,000.00

## **Staffing Plan**

A dedicated Team including a Team Manager will be assembled to perform all required duties at various locations.

**Inclusions:** Mobilization, Coordination, Prevailing Wage

**Exclusions:** All bonding or any special insurance requirements, all permits, and fees associated, engineering, as-built drawings, testing, inspections, union contracts or PLA, supply of water and electricity, or anything not listed, unless otherwise specified.

Proposal valid for 30 days only due to market volatility

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261 Mahopac Avenue  
Yorktown Heights, New York 10598  
914-494-2045 914-519-6025 Fax  
manconllc@gmail.com

# Certifications and Representations of Offerors

## Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes 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 form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

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

- (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.

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

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

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

The bidder/offeror 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 small business concern. "Women-owned," as used in this provision, means a small 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 enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

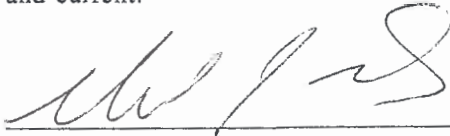
The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

 5/11/26

Signature & Date:

Michael A. Nunes

Typed or Printed Name:

Owner

Title:

**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

**Mancon LLC**  
261 Mahopac Avenue  
Yorktown Heights, New York 10598  
Phone Number: 9144942045  
Registration Number: 25-64PQ6-CR  
Date of Issue: 2025-01-12  
Expiration Date: 2027-01-13

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

A handwritten signature in cursive script, appearing to read "Roberta Reardon".

**Roberta Reardon**  
**Commissioner**  
New York State Department of  
Labor



# Mancon, LLC

Construction and Maintenance

## Experience of Work and References

Pasqual Carino

**Con Tech Construction**

1961 Route 6 Suite B

Carmel, New York 10512

914-455-3100 F: 914-962-4500

contech03@gmail.com

General Construction Projects, Carpentry, Railing, Fencing, Ironwork, \$5,000,000.00+

Michael Lavoie

**Katonah Lewisboro School District**

60 North Salem Road

Cross River, NY 10518

914-763-7210

mlavoie@klschools.org

Carpentry and General Construction Projects \$1,000,000.00+

Edward M. Wade

**Wade T.C.**

PO Box 733

Mount Kisco, New York 10549

914-241-3188

General Construction Projects, Carpentry, Railing, Fencing, Ironwork \$1,000,000.00+

Nathan Emery

**Parkitects, Inc.**

279 Lakefront Blvd.

Buffalo, New York 14202

607-351-0918

[nathan@playgroundinfo.com](mailto:nathan@playgroundinfo.com)

Pavilions and Playground Projects \$600,000.00+

James Mahoney

**Chappaqua Central School District**

Facilities & Maintenance

438 Bedford Road

Chappaqua, NY 10514

[JaMahoney@chappaquaschools.org](mailto:JaMahoney@chappaquaschools.org)

Phone 914-238-7210

Fax 914-238-0093

Fencing and Railing, Misc. Ironwork, Carpentry, and General Construction Projects \$1,000,000.00+

Walter Moran

**Cornwall School District**

130 Main Street Cornwall, New York 12518

845-534-8009 ext. 7600 F: 845-534-7089

wmoran@cornwallschools.com

Various Carpentry/Fencing Projects \$250,000.00

261 Mahopac Avenue  
Yorktown Heights, New York 10598  
914-494-2045 914-519-6025 Fax  
[manconllc@gmail.com](mailto:manconllc@gmail.com)



Janneyn Phalen &lt;jphalen@peekskillha.com&gt;

---

## Landscaping Proposal

4 messages

**Janneyn Phalen** <jphalen@peekskillha.com>  
 To: Mike Mike <manconllc@gmail.com>

Wed, May 13, 2026 at 9:24 AM

Good Morning Mike,

Thank you for your landscaping proposal. Quick question: Is the total monthly landscape cost \$83,500?

--

J. Phalen  
 Executive Director  
 Peekskill Housing Authority  
 807 Main Street  
 Peekskill, NY 10566  
 914 739-1700  
 914 739-1787 (Fax)  
 www.peekskillhousingauthority.com



PRIVILEGED AND CONFIDENTIAL: The information contained in this e-mail and attachments are confidential, privileged, subject to state and federal privacy laws, and intended for the recipient only. If you receive this message and attachments in error, kindly forward same to this office and immediately delete the copy you have received.

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**Mike Mike** <manconllc@gmail.com>  
 To: Janneyn Phalen <jphalen@peekskillha.com>

Wed, May 13, 2026 at 11:27 AM

Yes. That would be for all of the 5 locations inclusive of the correct scope of work from the RFP and required prevailing wages.

Michael A. Nunes  
 Mancon LLC  
 261 Mahopac Avenue  
 Yorktown Heights, New York 10598  
 914-494-2045  
 Manconllc@gmail.com

On May 13, 2026, at 9:24 AM, Janneyn Phalen <jphalen@peekskillha.com> wrote:

[Quoted text hidden]

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**Janneyn Phalen** <jphalen@peekskillha.com>  
 To: Mike Mike <manconllc@gmail.com>

Wed, May 13, 2026 at 12:20 PM

Thanks for confirming that.

[Quoted text hidden]

Juan S Landscaping LLC  
914-384-8327  
[juan.Salazar0034@gmail.com](mailto:juan.Salazar0034@gmail.com)  
PO Box 2095  
South St, Peekskill NY 10566

## Property Maintenance Estimate

**Total Monthly Price:** \$5,025.00 (including sales tax)

This bid covers the following services:

### 1. Spring Clean-Up:

- Removal of leaves, branches, and debris.
- Weeding and edging of all flower beds.
- Installation of fresh mulch (cost of mulch will be billed separately).
- Trimming plants once in the spring which includes thinning out overgrown branches, shaping hedges or shrubs, and controlling overall plant size.

### 2. Flower Bed Planting & Maintenance:

- Planting and ongoing maintenance of flower beds. (*Note: Flowers will be billed separately as per selection and quantity.*)

### 3. Lawn Care:

- Weekly Lawn Mowing (Monday)
- If it rains Monday, I'll mow on Tuesday.
- Re-seeding of bare lawn areas damaged by winter plowing.
- Lawn mowing: Property will be maintained at a maximum height of three inches.
- String trimming of areas the lawn mower cannot reach.
- Collection of litter (throughout the length of contract), tree limbs, and debris.
- Blowing off debris from mulch beds, sidewalks, and parking lot.

### 4. Fall Clean-Up:

- Fall clean-up will take place starting in **October** and end **the first week of December**.

- Removal of leaves, branches, and debris from the property.
- Trimming plants once in the fall which includes thinning out overgrown branches, shaping hedges or shrubs, and controlling overall plant size.

### **Total Cost Breakdown:**

- Monthly Price for Maintenance Services: **\$5,025.00** (*Note: The price includes all outlined services. Costs for mulch, flowers, and any additional materials or labor will be billed separately.*)

### **Additional Notes:**

- If additional services or tasks are required outside the scope of the standard maintenance outlined, those will be billed separately.

**PEEKSKILL HOUSING AUTHORITY  
SELECTION AND APPOINTMENT OF MODERNIZATION  
COORDINATOR**

**WHEREAS**, the Peekskill Housing Authority requires specialized management consultation services related to changing HUD Capital Fund Program (“CFP”) administration, modernization activities, compliance, reporting, procurement coordination, and project oversight; and

**WHEREAS**, the Authority issued a Request for Proposals for MOD Coordinator / Management Consultation Services and evaluated all submitted proposals;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the Peekskill Housing Authority hereby authorizes the Executive Director to enter into a one (1) year agreement with JC Roskell Management Consultants, Inc. to provide MOD Coordinator / Management Consultation Services, with the option to renew for additional one-year term; and

**BE IT FURTHER RESOLVED**, that the Executive Director is authorized to execute all necessary documents related to this agreement.

Commissioner \_\_\_\_\_ motioned to vote and Commissioner \_\_\_\_\_ seconded.

The vote is as follows:

<b>VOTE</b>	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Chairman Jacqueline Simpkins				
Vice Chairman Yvette Houston				
Commissioner Nicola Smith-DeFreitas				
Commissioner Dawn Benson				

I hereby certify that the above resolution is as the Board of Commissioners of the Housing Authority of the City of Peekskill is adopted.

Effective: May 21<sup>st</sup>, 2026

\_\_\_\_\_  
J. Phalen, Executive Director

May 3, 2026

Ms. Janneyn Phalen  
Executive Director  
Peekskill Housing Authority  
807 Main Street  
Peekskill, NY 10566

**Re: Request for Proposals — Management Consultation Services (Capital Fund Program)**

Dear Ms. Phalen:

On behalf of JC Roskell Management Consultants, Inc., I am pleased to submit the enclosed proposal in response to the Peekskill Housing Authority's Request for Proposals for Management Consultation Services in connection with the Capital Fund Program.

JC Roskell Management Consultants, Inc. has provided modernization and management consultation services to public housing authorities throughout the Long Island and Mid-Hudson region for more than three decades. Over that period, our firm has administered in excess of sixty million dollars in Modernization and Capital Fund grants, with every program closed on or ahead of the HUD-approved implementation schedule. Our current client roster includes the housing authorities of Newburgh, White Plains, Kingston, Port Chester, Spring Valley, Mount Kisco, Long Beach, and the Town of Oyster Bay.

The enclosed proposal addresses each component of the RFP — our understanding of CFP and HUD regulations, our hands-on experience in public housing management, our record of past performance, and our pricing. The engagement will be led by our principal, Juan Roskell, a Certified Public Housing Manager, and supported by Pablo Roskell, Esq., whose sixteen years as a compliance attorney concentrated in federally assisted housing, together with direct experience administering CFP grants, conducting annual and re-inspections under both Public Housing and Section 8 programs, and drafting Five-Year and Annual Plans under QHWRA, strengthen the team's regulatory and operational capacity.

We are prepared to commence work on the Authority's behalf immediately upon award and to coordinate closely with you, your staff, the Board of Commissioners, and the HUD New York Field Office. Should you require additional information or wish to discuss any aspect of our proposal, please do not hesitate to contact me at [Phone] or [Email]. Thank you for your consideration; we look forward to the opportunity to serve the Peekskill Housing Authority.

Respectfully submitted,

  
**Juan Roskell, CPHM**

President

JC Roskell Management Consultants, Inc.

**Enclosure:** Proposal — Management Consultation Services

## RESPONSE TO RFP COMPONENTS

### **A CLEAR INDICATION OF UNDERSTANDING OF THE MODERNIZATION PROGRAM**

**Mr. Juan Roskell**, President of JC Roskell Management Consultants Inc. is a pioneer in this field with the longest and best record of successful programs among all the providers of modernization services. For the past thirty years he has provided Modernization Consultant Services for authorities in Long Island and Mid-Hudson region. Responsible for all phases of the C.F.P. programs; funding, design development, contract award and construction. Prepared C.G.P. applications, Five Year Funding Plan, 504 Needs Assessment and Annual and Five Year and Annual Plan as required by QHWRA.

- Planned and coordinated budget expenditures relating to Modernization Programs.
- Provided guidance to the authorities on HUD policy and preparation of all correspondence requiring HUD approvals.
- Provided guidance to the authorities and consultant Architects/Engineers in the development of plans and specifications.
- Reviewed contract document for completeness and assisted the authorities in the bidding process, reviewed bids versus budget, made recommendations to the authority on award of contracts and provided HUD with all the necessary documents and/or request for approvals.
- Reviewed construction progress payments and assisted in contract administration.
- Assisted the housing authority's accounting department to assure proper allocation of all FY expenditures.

## **EVIDENCE OF YOUR FIRMS ABILITY TO PERFORM THE SERVICES IN A TIMELY MANNER**

Since 1983 we have provided an unparalleled service in the New York area. We have been actively involved with the management of over 60 million dollars of Modernization funds. All these programs were either closed in a timely manner and all those under way are well ahead of the HUD approved implementation schedule.

### **SCOPE OF SERVICES**

#### **1. Management**

Habitat Management Inc. will provide technical assistance in all aspects of the management of the Public Housing program including but not limited to:

- A. Procurement procedures.
- B. Preparation of responses to HUD reviews (CFP & Management), IPA Audits and general correspondence.
- C. Prepare the following Request for proposals; Legal Services, Fee Accounting Services, IPA Audit Services,

#### **2. CFP Administration**

- A. Develop an overall plan and time table for implementation of approved modernization programs, including physical and Management improvements.
- B. Coordinate the requisitions for funds on a timely basis, keeping a detailed record on all CFP financial activities.
- C. Establish administrative controls over key incoming and outgoing documents and Housing Authority activities related to the CFP.
- D. Assist the LOCCS Coordinator in preparing reference material so that the LQCCS authorized draw-down person can easily and accurately make needed draw-downs and program updates (i.e., quarterly reports on obligations and expenditures).

- E. Prepare all needed P&E Reports, and any other HUD required documents related to CFP.

## **PROFILE OF THE FIRM'S PRINCIPLES, STAFF AND FACILITIES TO BE USED IN PROVIDING THESE SERVICES.**

**Juan Roskell**, a Certified Public Housing Manager, is responsible for the overall management of the program. His duties include but are not limited to:

- Establishing internal administration control over key incoming and outgoing documents and PHA activities relating to Modernization work.
- Coordinating the requisition of funds required for the LOCCS system.
- Procuring A/E services.
- Overseeing the entire construction contract process, including preparing and issuing all modernization contract documents such as construction and bid documents, contract award, contract changes and time extensions, and contract settlement documents, resolving disputes and claims and ensuring target dates are met.

**Pablo Roskell, Esq.** brings more than sixteen years of practice as a compliance attorney concentrated, in part, to federally assisted housing, paired with direct, hands-on experience administering Capital Fund Program grants for housing authorities across the region. His compliance practice has focused on the federal regulations that govern the Public Housing program—24 CFR Parts 5, 905, 941, 968, 982, and 990, applicable PIH Notices, the Annual Contributions Contract, and Davis-Bacon and Section 3 obligations—giving him an immediate working command of the issues the Modernization Coordinator role requires. On the operational side, Mr. Roskell has personally managed CFP grants from initial needs identification through five-year planning, obligation and expenditure, contract administration, certified payroll review, and physical close-out, and has represented housing authorities in HUD's annual Labor Standards audits. He has also conducted annual inspections and re-inspections of dwelling units and common areas under both the Public Housing and Section 8 Housing Choice Voucher programs, applying NSPIRE and UPCS protocols across all inspectable areas. In addition, he has drafted and submitted Five-Year Plans and Annual Plans pursuant to QHWRA and 24 CFR Part 903, coordinating Resident Advisory Board consultations, public hearings, civil rights certifications, and PIC/EPIC submissions. Taken together, this combined legal, regulatory, and physical-inspection background offers the Authority a single,

comprehensive resource for the administration of its Capital Fund Program and the day-to-day management consultation services contemplated by this RFP.

## **CURRENT CONTRACTS**

Modernization / Management Consultant  
(Including 5Yr and Annual Plan Submission)

- Newburgh Housing Authority
- White Plains Housing Authority
- Port Chester Housing Authority
- Spring Valley Housing Authority
- Mount Kisco Housing Authority
- Long Beach Housing Authority
- Town of Oyster Bay Housing Authority

## **PRICE**

The price to provide the Freeport Housing Authority with an all inclusive Modernization Coordination / Management Consultation Services (as outlined in scope of services) will be \$48,000 per year, payable in monthly instalments.

## **ALTERNATES**

The price to conduct UPCS inspections will be \$25.00 per apartment. Common Areas, Systems, Exteriors and Site are included. We will generate work orders in all failed items.

[Show directory information and instructions](#)

### Search Parameters

[Edit Parameters](#)

[Clear Parameters](#)

CERTIFICATIONS

**Minority Business Enterprise (MBE)  
Women Business Enterprise (WBE)**

BUSINESS NAME/DBA

**JC ROSKELL MANAGEMENT**

### Search Results

**0** firms with **0** certifications found

Your search parameters did not return any matches. Click **Edit Parameters**, modify the information in the fields above and click **Search Again**.



**Right Trak Design, Inc.**  
14B Tatro Drive  
Goffstown, NH 03045  
+16033842830  
info@righttrakdesign.com  
www.righttrakdesign.com

May 5, 2026

Janneyn Phalen  
Executive Director  
Peekskill Housing Authority  
807 Main Street  
Peekskill, NY 10566

*Re: Proposal for Management Consultation Services*

Ms. Phalen:

Right-Trak Design, Inc. (Right-Trak Design) thanks you for the opportunity to provide this proposal to provide consulting services relating to the management and administration of the Peekskill Housing Authority (PHA).

Right-Trak Design has provided management, administration, and regulatory compliance consulting services to numerous public housing authorities since its founding in 1994. We are experts in ensuring that public housing authorities are conforming to federal requirements, efficiently planning, and that they are taking advantage of the numerous opportunities made available to them. Right-Trak Design also possesses extensive experience and a deep understanding of procurement, having acted as a consultant to successfully procure professional or non-professional services as well as contracting with housing authorities to provide professional services. Our multidisciplinary team is comprised of architects, engineers, and designers of various specialties and experiences which allows us to provide well-informed, comprehensive, and valuable consulting services, regardless of the situation.

Right-Trak Design possesses the requisite experience, qualifications, and capacity to provide comprehensive on-call management and administration consulting services. We thank you for inviting us to submit this proposal and look forward to assisting you. If you have any questions, please do not hesitate to contact us.

Sincerely,

Right-Trak Design, Inc.

Jerome L. Wuebbolt  
Owner  
Email: [jwuebbolt@righttrakdesign.com](mailto:jwuebbolt@righttrakdesign.com) | Tel.: (603) 384-2830



## SCOPE OF SERVICES

Our scope of services is expected to include the full description of services included in the PHA Request for Proposals solicitation. This will include, but is not necessarily limited to, grant oversight on the secure Department of Housing and Urban Development (HUD) Energy and Performance Information Center (EPIC) grant management system. This will include assistance with the administration of financial spreadsheets, completion of new annual statements, coordination of work items within the 5-year plan, completion of monthly expense and obligation reports, as requested, and closing of grants after funds have been expended. Following the completion of budgets and spreadsheets, we will work closely with the financial official reviewing the project for approval.

In addition to grant oversight and assistance, we will work with the PHA to properly procure professional services. This work will include, but will not be limited to, the preparation of solicitation documents and the analysis of proposals to ensure that procurement is in accordance with federal requirements, including CFR Parts 85 to 2 CFR Part 200, and the recently released HUD Public Housing Procurement Handbook 7460.8 Rev 3.

In addition to completing standard HUD and CFP assistance, Right-Trak Design commonly provides and assists public housing authorities with SARs reporting, wage rate conformance, Section 3 requirements, and any other established or emerging HUD mandated items. Right-Trak Design has also assisted public housing authorities with the completion of their Declaration of Trusts (DOTs), HUD Form 52190-B, as required per PIH Notice 2010-44 (HA), with a cross-reference to PIH Notice 2009-28. Right-Trak Design has access rights to the EPIC system/portal (M Number MPM262) and the Disaster Recovery Grant Reporting (DRGR) system (number B92551).

## QUALIFICATIONS AND EXPERIENCE

Right-Trak Design has advised public housing authorities throughout the Northeast on management, procurement, and HUD and CFP requirements for over 30 years. The firm has worked for numerous entities ranging from small organizations to state-run housing partnerships. A list of public housing authorities, and other relevant references, is included in this proposal. We have developed strong, cooperative, and long-term relationships with many public housing authorities over the past three decades providing consulting, architectural, and engineering services and we encourage the PHA to discuss these relationships with our past and current clients.

Our extensive experience has provided us with a deep understanding and appreciation for the inner workings of public housing authorities. Due to the importance that regulatory requirements have on the operation of a public housing authority, every Right-Trak Design employee receives training regarding procurement requirements. In addition, Right-Trak Design is dedicated to maintaining our expertise as rules and regulations continually evolve. Various examples of HUD, CFP, and procurement documentation demonstrating our breadth and depth of management and administration services are included in *Attachment A*.

### Key Personnel

**Jerome Wuebbolt** – Jerry is the owner and principal of Right-Trak Design. He has been involved in the planning, design, and construction administration of hundreds of projects throughout New England



and has over 45 years of experience. Prior to founding Right-Trak Design, Jerry served as an architect at HUD and with the United States Coast Guard. He received a Bachelor of Science in Architectural Engineering from the University of Cincinnati in 1980. Jerry gained extensive knowledge of Federal, State, and Local regulations while completing residential, municipal, and commercial projects throughout the Northeast. His expertise covers the full scope of architectural services, including design, planning, programming, project management, and the development and delivery of comprehensive construction documents. Jerry is a member of the American Society of Civil Engineers (ASCE), and has completed additional professional development coursework, including Special Construction Inspections Training (BOCA), Procurement and Contract Management training, Construction Contracts in the Government (GSA) and Specification Writing for Construction Contracts (US Army Corps of Engineers).

**Megan Murphy, M. Arch, AIA, NCARB** – Megan is a registered architect at Right-Trak Design with approximately 5 years of experience completing architectural design. She specializes in planning and feasibility studies, code review, schematic design, design, drafting, preparing construction documentation, and construction administration. Megan earned a Bachelor of Science in Architectural Studies, with a minor in construction management, and a Master of Architecture from Norwich University. Megan completed the coursework required to receive the NSPIRE ACE certification.

**Frank Concemi** – Frank is a construction estimator, project manager, and the capital needs assessment program lead at Right-Trak Design. Frank possesses about four years of assessment and estimating experience and is NSPIRE and HUD eTool certified. His work is focused on assessing the existing conditions of properties and estimating the expected capital needs to maintain the property over a 20-year period. As part of this work, Frank regularly completes construction estimating for a wide variety of sites and structures. He earned a Bachelor of Science in Mechanical Engineering from the University of Massachusetts Lowell.

**Steven Wuebbolt, MS, PE** – Steven is a geotechnical engineer at Right-Trak Design with approximately 7 years of consulting experience. Steven completed the coursework required to receive the NSPIRE ACE certification. His work has primarily consisted of completing subsurface explorations, completing engineering calculations and design, providing recommendations for design and construction, preparing and reviewing construction documents, and completing construction administration and observation. Steven has been involved in primarily municipal, federal, commercial, and residential projects and has completed work for numerous large public works departments projects. He earned a Bachelor of Science in civil engineering and a Master of Science in geotechnical engineering from the University of New Hampshire and has published peer-reviewed work in established technical journals. Steven is a registered professional engineer.

**Colin MacNamee, PE** - Colin is a structural engineer at Right-Trak Design with approximately 10 years of experience in the design, analysis, and inspection of wood, steel, concrete, and masonry structures. He has completed and led structural design, specification review, budget estimating, and construction site investigations for multidisciplinary municipal, federal, commercial, and residential projects that required close coordination with architects and engineers across all disciplines. He earned a Bachelor of Science in civil engineering from the University of New Hampshire and is licensed as a Professional Engineer.



## LIST OF PAST AND CURRENT CONSULTING CLIENTS

### New York

#### **John Cruikshank, CPA** – New York

Tel.: (914) 681-1777

Nature of Work: Right-Trak Design worked with John on several occasions for Public Housing Authorities in New York.

#### **Catskill and Hudson Housing Authority** – New York

Contact: Tim Mattice, Executive Director | Tel.: (518) 943-2900

Nature of Work: Prepared 5-year plan using EPIC, 2019-2021.

#### **Peekskill Housing Authority** – Peekskill, NY

Contact: Janneyn Phalen, Executive Director | Tel.: (914) 739-1700

Nature of Work: Worked to close out 2017 and older grants, updated five-year plans, completed applications for annual plans to emergency and regular grants, provided assistance in EPIC for grant award through submission of necessary documents, and followed through to final close-out, 2020 – current.

#### **Port Chester Housing Authority** – Port Chester, NY

Contact: John Cruikshank, HA consultant | Tel.: (914) 681-1777

Nature of Work: Administered and closed out 2017 lead abatement and 2018 safety and security grants and prepared five-year plan, 2020 – 2024.

#### **North Tarrytown Housing Authority** – Sleepy Hollow, NY

Contact: Josephine LaPietra, Executive Director | Tel.: (914) 631-4626

Contact: Ken Gentile, Previous Executive Director | Tel.: (914) 720-7370

Nature of Work: Prepared 5-year and annual plans and currently preparing scope of work for RAD conversion, 2023 – current.

### Additional

#### **Berlin Housing Authority** – Berlin, NH

Contact: Christin Bernier, Executive Director | Tel.: (603) 752-4240

Nature of Work: Prepared annual and 5-year plans, 2020 – current.

#### **Brewer Housing Authority** – Brewer, ME

Contact: Charlotte Perkins, Executive Director | Tel.: (207) 989-7890

Nature of Work: Completed CFP, emergency, and community build funding, 1994 – current.

#### **Claremont Housing Authority** – Claremont, NH

Contact: Michelle Aiken, Executive Director | Tel.: (603) 542-6411

Nature of Work: Completed CFP grants 2005 – 2007.



**Concord Housing & Redevelopment** – Concord, NH

Contact: Julie Palmeri, Executive Director | Tel.: (603) 224-4059

Nature of Work: Used the DRGR portal to generate and administer Congressionally Directed Spending (CDS) for new development, completed emergency and regular CFP and CDBG grants, and provided management, procurement, and architectural design for a new 8-unit development.

**Ellsworth, Mt. Desert, SW Harbor, Tremont, Bar Harbor Housing Authorities** – Maine

Contact: Duane Bartlett, Previous Executive Director | Tel.: (207) 460-3926

Contact: Dwayne Shields, Presently the Accountant on site | Tel.: (207) 288-4770

Nature of Work: Completed CFP's Annual budgets, updating Five-Year plans, scheduling Force Account work, CDBG, and Emergency Grant funds 1994 – 2025.

**Exeter Housing Authority** – Exeter, NH

Contact: Tony Teixeira, Executive Director | Tel.: (603) 778-8110

Nature of Work: Completed CDBG, CFP, and development review 2014 – current.

**Lebanon Housing Authority** – Lebanon, NH

Contact: Ditha Alonso, Executive Director | Tel.: (603) 298-5753

Nature of Work: Completed CFP Five-Year plans; conducted tenant meetings; completed all annual budgets from 2010 to the present; worked to obtain historical resources grant funding (2016–2017); secured several CDBG funding grants; managed procurement and owners' representation for a new 44-unit development (2020–2022).

**Manchester Housing Authority** – Manchester, NH

Contact: Mary Ellen Jutras, Managing Dir. of Real Est. Dev. and Special Projects | Tel: (603) 851-4532

Nature of Work: Was called upon to assist in setting up a reporting spreadsheet to administer their open and current grants after an employee left the agency. Coordinated grants, interfaced with EPIC, completed five-year plans, and closed out grants as they were completed, 2025 – current.

**Newmarket Housing Authority** – Newmarket, NH

Contact: Ernie Clark, Previous Executive Director | Tel.: (603) 781-5573

Nature of Work: Completed CDBG and CFP grant work.

**Rutland Housing Authority** – Rutland, VT

Contact: Kevin Loso, Executive Director | (802) 775-2926

Nature of Work: Completed CFP grant administration and provided owner's representation on design and construction projects.

**Salem Housing Authority** – Salem, NH

Contact: Sheri McCloskey, Executive Director | Tel.: (603) 893-6417

Nature of Work: Completed CFP, CDS grant administration, and funding, management, and procurement for 24-unit development.

**Somersworth Housing Authority** – Somersworth, NH

Contact: Debbie Evans, Previous Executive Director | Tel.: (603) 534-8238

Nature of Work: Completed CFP and CDBG grant work 1994 – 2023 (HA converted to RAD 2024). Administration of the RAD grant.



***Springfield Housing Authority*** – Springfield, NH

Contact: Laura Ryan, Executive Director | Tel.: (802) 885-4905

Nature of Work: Completed CDBG-CV (COVID funds) 2022, and CFP 1994 – 2021 (HA converted to RAD 2021). Additional work continuing, providing Architectural design to a 19-unit modular home condominium arrangement providing workforce housing.

**FEE SCHEDULE AND CAPACITY**

*Fee Schedule*

We propose to complete management and administration consulting services in accordance with the rates included in *Attachment B*. Right-Trak Design will strive to efficiently assign employees to the proposed consulting services, however, due to the advanced nature of the requested services, we anticipate that the majority of work will be completed by Sr. Architect, Sr. Engineer, or Principal-level employees.

*Capacity*

Right-Trak Design’s principal, Jerry Wuebbolt, understands and appreciates the important and often time-sensitive requirements of public housing authorities. Jerry is dedicated to working closely with housing authorities to provide the guidance and deliverables that are required to operate, within their required timelines. In addition to Jerry, every remaining member of the Right-Trak Design team is knowledgeable and capable of providing valuable and effective advice and deliverables, when needed.

**CONCLUSION**

Thank you for inviting us to submit this proposal. We look forward to assisting you with these projects. If you have any questions, please do not hesitate to contact us.

Sincerely,

Right-Trak Design, Inc.

**ATTACHMENTS**

Attachment A – Example Documentation

Attachment B – 2026 Rate Seet



*ATTACHMENT A*  
EXAMPLE DOCUMENTATION

SAMPLE EXPENDED/OBLIGATED TRACKING FORM



## SAMPLE EXPENDED WORKSHEET

		Total Cost	Operations	Mgm't Imp't	Admin	Audit	Fees and Costs	General Capital Activity
Development Account			406	408	410	411	430	480
LOCCS submission for payment	Original Amount	\$452,031.00	\$25,654.00	\$0.00	\$0.00	\$0.00	\$0.00	\$426,377.00
	Revised Amount	\$453,574.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$38,742.25	\$413,031.75
	Total to date expended	\$453,574.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$38,742.25	\$413,031.75
	Remaining to be spent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Date							

Operations								
8/28/2024	Operations	\$1,800.00	1,800.00					
		\$0.00						

<b>parking lot lights - replacement and add to existing</b>								
5/15/2023	MG Electric - AFP No. 1	\$26,600.00						26,600.00
8/2/2023	MG Electric - AFP No. 2	\$48,843.00						48,843.00
8/2/2023	MG Electric - AFP No. 3 (Final)	\$2,497.00						2,497.00
<b>Unit Rehab., Casement window replace, face lift renovation</b>								
9/12/2023	All Seasons Construction AFP # 1	\$20,374.00						20,374.00
10/5/2023	All Seasons Construction AFP # 2	\$32,135.00						32,135.00
1/31/2024	All Seasons Construction AFP # 3	\$94,564.00						94,564.00
1/31/2024	All Seasons Construction AFP # 4	\$23,546.00						23,546.00
2/14/2024	All Seasons Construction AFP # 5	\$13,165.00						13,165.00
3/13/2024	All Seasons Construction AFP # 6	\$5,851.00						5,851.00
4/17/2024	All Seasons Construction AFP # 7	\$9,048.00						9,048.00
7/15/2024	All Seasons Construction AFP # 8 (final) CFP22	\$5,759.75						5,759.75
7/15/2024	All Seasons Construction AFP # 8 (final) CFP23	\$23,160.25						
	Final Payment	\$28,920.00						
<b>Replace Stoves and LT stoves (LT Stove work item taken from CFP 23)</b>								
7/29/1900	AFP #1	\$24,835.00						24,835.00
8/10/2023	AFP#2 (Final)	\$32,025.00						32,025.00
		\$0.00						
10/17/2023	Land Surveyor - Office site survey	\$800.00						800.00
		\$0.00						
<b>Replace roof mounted exhaust fans</b>								
4/18/2024	Alliance Inv. No 1 and 2	\$28,160.00	Inv. No. 1 \$23,760.00 + Inv. No. 2 \$4,400.00					28,160.00
5/20/2024	Alliance Inv No-I230251-003	\$1,620.00						1,620.00
		\$0.00						
			1,800.00	0.00	0.00	0.00	38,742.25	413,031.75

SAMPLE EXPENDED/OBLIGATED SUMMARY UPDATE SHEET

**Annual Statement/Performance and Evaluation Report**

PHA Name: ██████████ Housing Authority

Grant Number: ██████████ 501 23

Revision No. 2 - Final

	Summary by account Number	Total Estimated Cost		Total Estimated Cost	
		Approved Dollar Amount - Original	Dollar Amount - Revised	Obligated	Expended
2	1406	\$30,000.00	\$31,441.00	\$31,441.00	\$31,441.00
3	1408	\$0.00	\$0.00	\$0.00	\$0.00
4	1410	\$0.00	\$0.00	\$0.00	\$0.00
5	1411	\$0.00	\$0.00	\$0.00	\$0.00
6	1415	\$0.00	\$0.00	\$0.00	\$0.00
7	1430	\$0.00	\$60,737.72	\$60,737.72	\$60,737.72
8	1440	\$0.00	\$0.00	\$0.00	\$0.00
9	1450	\$0.00	\$0.00	\$0.00	\$0.00
10	1460	\$0.00	\$0.00	\$0.00	\$0.00
11	1465.1	\$0.00	\$0.00	\$0.00	\$0.00
12	1470	\$0.00	\$0.00	\$0.00	\$0.00
13	1475	\$0.00	\$0.00	\$0.00	\$0.00
14	1485	\$0.00	\$0.00	\$0.00	\$0.00
15	1480	\$427,750.00	\$367,012.28	\$367,012.28	\$367,012.28
16	1495.1	\$0.00	\$0.00	\$0.00	\$0.00
17	1498	\$0.00	\$0.00	\$0.00	\$0.00
18	1502	\$0.00	\$0.00	\$0.00	\$0.00
19	<b>TOTAL \$</b>	<b>\$457,750.00</b>	<b>\$459,191.00</b>	<b>\$459,191.00</b>	<b>\$459,191.00</b>

Obligated as of:	2/29/2024	\$459,191.00	\$427,750.00	\$31,441.00
Expended as of:	2/29/2024	\$459,191.00	\$72,361.21	\$386,829.79
Obligated as of:	3/31/2024	\$459,191.00	\$427,750.00	\$31,441.00
Expended as of:	3/31/2024	\$459,191.00	\$140,626.51	\$318,564.49
Obligated as of:	4/30/2024	\$459,191.00	\$430,764.84	\$28,426.16
Expended as of:	4/30/2024	\$459,191.00	\$310,674.59	\$148,516.41
Obligated as of:	5/31/2024	\$459,191.00	\$448,779.32	\$10,411.68
Expended as of:	5/31/2024	\$459,191.00	\$402,773.56	\$56,417.44
Obligated as of:	7/31/2024	\$459,191.00	\$459,191.00	\$0.00
Expended as of:	7/31/2024	\$459,191.00	\$437,232.19	\$21,958.81
Obligated as of:	8/31/2024	\$459,191.00	\$459,191.00	\$0.00
Expended as of:	8/31/2024	\$459,191.00	\$459,151.19	\$39.81
Obligated as of:	9/30/2024	\$459,191.00	\$459,191.00	\$0.00
Expended as of:	9/30/2024	\$459,191.00	\$459,151.19	\$39.81
Obligated as of:	10/31/2024	\$459,191.00	\$459,191.00	\$0.00
Expended as of:	10/31/2024	\$459,191.00	\$459,191.00	\$0.00

## SAMPLE SCHEDULE OF WORK SHEET

**Schedule of work - Capital Crew**

Season	Building(s), Unit No.	Description of work	Notes
<b>Winter</b>			
	RL unit 504	Install new floor	
	MB unit 49	ADA renovations	Work is underway, waiting on GG Electric to run power to outlets, scheduled for first full week in Feb
	MB, MS and UR	Replace cores and keying system	Need to determine what buildings have been completed and which buildings cores/keys have on hand
	MB Community Rm	Remove heaters, install new windows all side wall (2 locations)	
	BW	Install storm doors	Measure and order (or pick up at HD) storm doors
<b>Spring</b>			
	MS	Construct walkway/stair	This shall be completed prior to the elevator modernization (March - April timeframe to be completed)
	RL	Pole lights	
	BW, EA	Replace cores and keying system	Need to determine what buildings have been completed and which buildings cores/keys have on hand
<b>Late spring/Summer</b>			
	RL	Install new windows to roof top units	Look at units, measure and order windows
	BW	Start work on Bldg 300 trim	
	UR	Finish replacement of unit windows	Look at units, measure and order windows. Review storage to see if any are left from previous install
	UR	Paint	



**BID DOCUMENTS  
ELEVATOR MODERNIZATION, PEEKSKILL,  
NY**

To:  
Janneyn Phalen,  
Peekskill Housing Authority,  
807 Main Street, Peekskill, NY 10566

Submitted by:  
**King Rose of NY, Inc.,**  
307 West 38th Street Suite 1801  
New York NY 10018.  
**Due date - due on or before  
May 7, 2026, at 11:00 AM**

---

307 West 38th Street, Suite 1801, New York, NY 10018  
375 East 163rd Street, Bronx, NY 10451  
(212) 239-8525 • [info@kingroseny.com](mailto:info@kingroseny.com) • [www.kingroseny.com](http://www.kingroseny.com)

**ENR**  
TOP CONTRACTOR

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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#### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

Usama Zaid, Estimating Associate [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.

[X] [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" [ X ] 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, [X] Has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [X] 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.

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

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

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

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

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate" [ X ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

*pl usama zaid* 04/27/2026  
(Signature and Date)

Usama Zaid  
(Typed or Printed Name)

Estimating Associate I  
(Title)

King Rose of NY, Inc  
(Company Name)

307 W 38th St #1801, New York, NY 10018  
(Company Address)

A.4

BID FORMS

THE PEEKSKILL HOUSING AUTHORITY

PROPOSAL

**Elevator Modifications at Bohlmann Towers**

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: King Rose of NY, Inc  
Name of Bidder

307 West 38th Street Suite 180.  
Street Address

New York, NY 10018  
City and State

(212)-239-8525  
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.

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. Liftrage LLC  
Name  
55-44 97th Place, Queens, NY 11368  
Address  
Six Hundred Forty-One Thousand Dollars (\$ 641,000.00 )  
Contract Amount  
NA  
Performance Security

b. Innocent Electric LLC  
Name  
347 Rogers Ave Brooklyn New York 11225  
Address  
Twelve Thousand Dollars (\$ 12,000.00 )  
Contract Amount  
NA  
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. N/A Dated: \_\_\_\_\_

Addendum No. N/A Dated: \_\_\_\_\_

Addendum No. N/A Dated: \_\_\_\_\_

Addendum No. N/A Dated: \_\_\_\_\_

Letters of Clarification N/A Dated: \_\_\_\_\_

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

Yoel Borgenicht – Principal \_\_\_\_\_  
307 West 38th Street Suite 1801, \_\_\_\_\_  
New York NY 10018 \_\_\_\_\_  
 \_\_\_\_\_

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.

The principal of the bidder is a citizen 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) \_\_\_\_\_  
 (it) King Rose of NY, Inc 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:

- a. Bid Bond in the amount of Ninety-two thousand four hundred eighty eight dollars Dollars (\$ 92,488.00 )

OR

- b. Certified Bank Check in the amount of \_\_\_\_\_ 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:

N/A		
Name	Address	% of Ownership
N/A		
Name	Address	% of Ownership
N/A		
Name	Address	% of Ownership
N/A		
Name	Address	% of Ownership

Dated: 04/27/2026 Signature and \*\* Joel Borgenicht L.S.  
 Address of the Individual, Partnership, 307 West 38th Street Suite 1801  
 Or Corporation New York NY 10018

\*\* Insert bidders name. If corporation, give the State of Incorporation, using the phrase, "A Corporation organized under the laws of the State of New York

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 King Rose ."

- 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, (X) 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, (X) 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**  
**Elevator Modifications at Bohlmann Towers**

**Contractor Name:** King Rose of NY, Inc.

**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>UZ</u>
X	A certificate from a surety company (Consent of Surety)		<u>UZ</u>
X	HUD Form 5369-A: Representations, Certifications, Other Statements of Bidders (pgs A-8 thru A-11)		<u>UZ</u>
X	A listing of all subcontractors (pg A-13)		<u>UZ</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>UZ</u>
X	Stockholder or Partnership Disclosure Statement (pg A-39 thru A-40)		<u>UZ</u>
X	Business Registration Certificate by the State Division of Revenue, Contractor and Subcontractor (from NYS)		<u>UZ</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>UZ</u>
X	SAMPLE Insurance Certificate		<u>UZ</u>
X	Non-collusion Affidavit. (pg A-21)		<u>UZ</u>
X	General Contractor Qualification Questionnaire, Insurance Certificate, Financial Statements within the last twelve (12) months. (pgs A-22 thru A-27)		<u>UZ</u>
X	Sub-contractor Qualification Questionnaire, Insurance Certificate, Financial Statements within the last twelve (12) months. (pgs A-28 thru A-33)		<u>UZ</u>
X	Statement of Compliance for HUD determined Wage Rates in effect on the bid opening date. (pg A-34)		<u>UZ</u>
X	Affidavit for Affirmative Action Plan. (pgs A-41)		<u>UZ</u>
X	Affidavit for Minority Business Enterprise (if applicable)		<u>NA</u>
X	HUD 2530: Previous Participation Certification		<u>UZ</u>
X	Special Conditions (pgs D-1 thru D-7)		<u>UZ</u>
X	Statement of Non-Debarment (pg A-46)		<u>UZ</u>

**C. Name of Bidder:** Usama Zaid

**Signature of Bidder:** *pl usama zaid*

**Print Name and Title:** Usama Zaid - Estimating Associate I

**Date:** 04/27/2026

# BID FORM

FOR:  
THE PEEKSKILL HOUSING AUTHORITY  
Elevator Modifications at Bohlmann Towers

A-18a

<u>Item No.</u>	<u>Bid Basis</u>	<u>Description</u>	<u>Lump Sum (\$)</u>
1	Base Bid	Elevator Modifications at Bohlmann Towers	\$ <u>924,875.00</u>
2	Alternate No. 1	Accelerated Schedule	\$ <u>42,000.00</u>
3	Alternate No. 2	Traction Machine VVVF Battery Backup Leveling System	\$ <u>34,000.00</u>
4	Allowance No.1	Cab Allowance	\$ <u>25,000.00</u>

## Schedule

Lead time after award for engineering and layout drawings 6 weeks

Equipment fabrication lead times 16 weeks

## Out of Service Times

Car #1 8 weeks

Car #2 8 weeks

## 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" and 012300 "Alternates" for additional information.

**Assumptions & Qualifications:**

**ASSUMPTIONS:**

1. All work to be performed during normal working hours, Monday – Friday
2. All work to be performed in one mobilization - No phasing considered
3. Owner to provide all heat, water, power, restroom facilities, and any other required utilities
4. Owner to provide a staging area for materials and for mini dumpsters
5. All client supplied materials to be delivered to the installation location
6. Broom clean included. Fine cleaning NIC
7. This proposal is based on prevailing wage
8. Pricing valid for 60 days
9. Change Orders are billed @ 10% overhead, 5% fee and 3.5% insurance
10. Work will be performed one elevator at a time to maintain building operations and minimize disruption to occupants.
11. Protection will be installed at the beginning of the project and will remain in place until the work is 100% complete.

**ALLOWANCES:**

12. Cab allowance: \$25,000.00 per cab (labor + material)
13. Concrete patching : 9 Person days

**EXCLUSIONS:**

14. Architectural, Engineering drawings, testing, abatement, or inspections of any kind
15. DOB/DOT/FDNY/LPC/Governmental fees/and/or Building fees
16. Concealed conditions
17. Registered Superintendent, TPP, or any DOB Site Specific Safety Requirement
18. Probes and test pits
19. Sales tax, if applicable
20. Ground Penetration Radar (GPR)
21. Firestopping at existing penetrations
22. Low voltage work, HVAC, Fire alarm, Access control
23. Emergency power
24. Any structural modifications

**Add Alternates:**

1. Accelerated Schedule - ADD \$ 46,800.00
2. Traction Machine VVVF Battery Backup Leveling System - ADD \$ 19,000.00

### Approved Equipment Manufacturers

(The following manufacturers' equipment and materials have been pre-approved for use on this project, all other manufacturers' equipment not listed on the CBA pre-approved manufacturers list in the technical specifications shall be considered for approval)

Components	Manufacturers	Contractor's Submissions
Control System	MCE (Motion Control), G.A.L., Smartrise, Claddagh or approved equal	Claddagh
Machines (Gearless)	Imperial, Hollister Whitney	Imperial
Motors	Imperial Electric, Baldor, Reuland Electric	Imperial Electric
VVVF Emergency Leveling	MCE, Reynolds & Reynolds Electronics	Reynolds & Reynolds Electronics
Controller Drive	Magnetek, Mitsubishi, Torq-Max or approved equal	Magnetek
Electrical Traveling Cables	Draka, James Monroe	Draka
Wire Ropes	Bethlehem, Wayland or approved equal	Draka
Door Tracks, Door Operators	G.A.L., E.C.I., Wittur	G.A.L
Roller Guides	ELSCO, Hollister Whitney or approved equal	ELSCO
Fixtures	G.A.L., Inovation, MAD, Epco, Monitor, CE Electronics	Monitor
Cabs	CEC, American High-Tech, National, EDI/ECI, Velis or approved equal	Express Elevator Cabs
Door Detector Edge	Janus, G.A.L., Adams, Tr-Tronics	Janus
Audio / Visual Display	K-Tec, Ring, Wurtec, Janus or approved equal	Janus

A-18b

# BID FORM

FOR:  
THE PEEKSKILL HOUSING AUTHORITY  
Elevator Maintenance at Bohlmann Towers

## Interim Maintenance Costs for Two Elevators

(Interim Maintenance is defined as the period before the upgrade has begun until after the last elevator has been tested and has been returned to service)

Monthly Cost for Two (2) Elevators

\$ 750.00 /month

## Maintenance Service Schedule

(For the first 12-month period followed by three years w/ an option for 2 additional years priced by the annual yearly escalation outlined in specification section 140120)

Device Type	Device #	City I.D #	Total Monthly Price	Months	Total Annual Price (12 Months)
Traction	PE1	N/A	\$375.00	12	\$4,500.00
Traction	PE2	N/A	\$375.00	12	\$4,500.00

A-18c

## Call Back Services During Off Hours

Option 1

Off Hours Services Charged @ Contractor's O.T. Rate

\$ 525.00 /hr

Option 2

24/7 w/out Additional Charge for Off Hours Service

\$ 1,200.00 /month

**Labor Rates**

(For work not covered in specification section 140120)

	<b>Straight Time</b>	<b>Premium Rate</b>	<b>Time and One Half</b>	<b>Double Time</b>
<b>Maintenance Mechanic</b>	\$250.00	\$000.00	\$375.00	\$500.00
<b>Repair Mechanic</b>	\$250.00	\$000.00	\$375.00	\$500.00
<b>Repair Team</b>	\$350.00	\$000.00	\$525.00	\$700.00
<b>Helper</b>	\$100.00	\$000.00	\$150.00	\$200.00
<b>Adjuster</b>	\$250.00	\$000.00	\$375.00	\$500.00

A-18d

**A.5**

BID BOND:

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

King Rose of NY, Inc

\_\_\_\_\_  
(Name of Principal)

as PRINCIPAL, and

Atlantic speciality insurance company

\_\_\_\_\_  
(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.

\$92,488.00 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 May 7th, 2026 for Elevator Modernization, 807 Main street, Peekskill, NY 10566.

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 23 rd day of April, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In 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.)



Schedule D: Sample Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER ABC Corp. 321 Sweet Pea Lane New York, NY 10001	CONTACT NAME: John Doe	
	PHONE 212-123-7890	FAX: 301-977-0716
INSURED XYZ Inc. 654 Tea Street Building 3 New York, NY 10003	E-MAIL ADDRESS service@mtb.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A Phoenix Ins Co	25623
	INSURER B Travelers Indemnity Co of CT	25682
	INSURER C Travelers Indemnity Co of America	25666
	INSURER D Charter Oak Fire Insurance Company	25615
	INSURER E Travelers Casualty & Surety Co of America	31194
	INSURER F North River Ins Co	21105

COVERAGES CERTIFICATE NUMBER: 1300568817 REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	CO 2P83480A	11/15/2019	11/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	810 3P306-409	11/15/2019	11/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	Y	Y	CUP 2P923198	11/15/2019	11/15/2020	EACH OCCURRENCE \$ 5,000,000
F	EXCESS LIAB <input checked="" type="checkbox"/> MADE DED <input checked="" type="checkbox"/> RETENTION \$			5228066718	11/15/2019	11/15/2020	AGGREGATE \$ 5,000,000 \$10Mil/10Mil Agg
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB 2P921040	11/15/2019	11/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber Liability			0106316578LB	6/9/2019	11/15/2020	Limit of Insurance Deductible \$ 1,000,000 \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Additional Remarks Schedule, if more space is required)  
1. King Rose of NY, Inc., its trustees, officers, agents, and employees are included as additional insureds with respect to general and excess liability per endorsement form CG2010(10/01) / CG2037 (10/01) or equivalent to the extent provided therein. Coverage is provided on a primary/non-contributory basis. Waiver of subrogation applies in favor of the additional insured per endorsement form CG2404 (05/09).

CERTIFICATE HOLDER 807 Main St #1, Peekskill, NY 10566, United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
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A.6

NON-COLLUSION AFFIDAVIT

Affidavit  
(Prime Bidder)

State of New York

County of New York county

Yoel Borgenicht

Being duly sworn, deposes and says:

That he is President (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.

King Rose of NY, Inc

Firm Name

Usama Zaid

By

*pl usama zaid*

Signature of:

Bidder, if the Bidder is an Individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

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

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



**YOEL BORGENICHT**  
Notary Public, State of New York  
Reg. No. 02BO6409170  
Qualified in New York County  
Commission Expires September 21, 2028

**A.7a**

CONTRACTORS QUALIFICATION QUESTIONNAIRE:

THE PEEKSKILL HOUSING AUTHORITY

BID FOR:

Elevator Modernization – Peekskill Housing Authority

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Name of Bidder: King Rose of NY, Inc

Address: 307 W 38th St #1801, New York, NY 10018

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?

19 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 company does not own major construction equipment. All required

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equipment necessary to perform the work will be provided by qualified

---

subcontractors retained for this project.

---

- 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.

The company does not intend to purchase or lease any major equipment specifically

for this project. All necessary tools, equipment, and resources required to perform the

work are by subcontractors.

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

19

- e. If a corporation, answer the following:

E.1 - Date of Incorporation

08/23/2007

E.2 - State of Incorporation

New York

E.3 - President's Name(s)

Yoel Borgenicht

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

NA

- f. If individual or partnership answer the following:

F.1 - Date of Organization

NA

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

NA

g. We normally perform 20% % of the work with our own forces.  
General character of work performed by our company.

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

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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

---

---

---

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

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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

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- l. In what manner have you inspected the proposed project? Explain in detail.  
 A site visit was conducted to inspect the existing elevator equipment, machine rooms,  
 hoistways, and related systems. Contract drawings, specifications, and addenda were  
 carefully reviewed, and existing field conditions were evaluated prior to preparation of the bid.
- m. The work, if awarded to you will have the personal supervision of whom?  
 Superintendent
- n. Do you intend to sub-contract any portion of the work. If so, state which portion is to be sub-contracted.  
 Yes. The elevator modernization work and associated electrical work will be  
 subcontracted to qualified and licensed subcontractors experienced in this type of  
 construction.
- o. Do you intend to substitute 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. The company does not intend to substitute any material or product that does not  
 meet or exceed the minimum requirements set forth in the project manual.
- 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
- q. Give client references.  
 1 - Fabric – Retrofit | Dveer Levenberg | (972) 54-8300 Ext. 832 | [dveer.levenberg@getfabric.com](mailto:dveer.levenberg@getfabric.com)  
 | Micro fulfillment center retrofit incl. MEP, fire alarm, walk-in cooler & HVAC upgrades | Completion Date - 07/31/2025  
 2 - Albert Einstein College of Medicine – Library Renovation | Joe Ben-Ari | (718) 430-2701 | [joseph.benari@einsteinmed.edu](mailto:joseph.benari@einsteinmed.edu)  
 | Student library renovation incl. HVAC, electrical, fire sprinklers & architectural upgrades | Completion Date - 08/31/2024  
 3 - FedEx – Mechanical System Upgrade | Anthony Delimitros | (631) 697-9086 | [adelimitros@gmail.com](mailto:adelimitros@gmail.com)  
 | Mechanical system upgrade for energy efficiency & sustainability improvements | Completion Date - 07/15/2025

r. Give bank references:

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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.

---

**ASSETS:**

Cash on Hand	\$ <u>0.00</u>
Cash in Bank & Name of Said Bank	\$ <u>250,082.00</u>
<hr/>	
Accounts Receivable from Completed Contracts	\$ <u>5,630,483.00</u>
Real Estate Used for Business Purposes	\$ <u>0.00</u>
Material in Stock	\$ <u>0.00</u>
Equipment Book Value	\$ <u>48,595.00</u>
Furniture and Fixtures	\$ <u>19,656.00</u>
Other Assets	\$ <u>719,433.00</u>
TOTAL ASSETS:	\$ <u>6,668,248.00</u>

**LIABILITIES:**

Notes Payable to Bank	\$ <u>470,000.00</u>
Notes Payable for Equipment Obligations	\$ <u>0.00</u>
Notes Payable for Other Obligations	\$ <u>0.00</u>
Accounts Payable	\$ <u>5,013,738.00</u>
Other Liabilities	\$ <u>1,184,511.00</u>
TOTAL LIABILITIES:	\$ <u>6,668,248.00</u>

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 New York this 27 day of April, 2026

Usama Zaid  
Name of Bidder

By: *pl usama zaid*

Title: Estimating Associate I

State of: New York

County of: New York

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

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

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

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



**YOEL BORGENICHT**  
Notary Public, State of New York  
Reg. No. 02BO6409170  
Qualified in New York County  
Commission Expires September 21, 2028

**A.7b**

SUB CONTRACTORS QUALIFICATION QUESTIONNAIRE:

THE PEEKSKILL HOUSING AUTHORITY

BID FOR:

807 Main Street in Peekskill NY

Name of Bidder: Liftrage LLC

Address: 55-44 97th Place, Suite 1A, Queens 11368

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?

10 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.

N/A

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.

TBD

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

N/A

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e. If a corporation, answer the following:

E.1 - Date of Incorporation	<u>05/24/2021</u>
E.2 - State of Incorporation	<u>New York</u>
E.3 - President's Name(s)	<u>Teejay Anderson</u>
E.4 - Vice President's Name(s)	<u>Maurice Anderson</u>

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f. If individual or partnership answer the following:

F.1 - Date of Organization	<u>N/A</u>
F.2 - Name and address of all partners (state whether general or limited partnership):	

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

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- h. Have you ever failed to complete any work awarded to you. If so, state circumstances.

NO

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---

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- 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

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- 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

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- 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

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

Online bid packet

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

Our Project Manager

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

NO

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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.

NO

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---

---

p. Give client references.

---

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q. Give bank references:

N/A

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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.

N/A

**ASSETS:**

Cash on Hand \$ \_\_\_\_\_

Cash in Bank & Name of Said Bank \$ \_\_\_\_\_

---

Accounts Receivable from Completed Contracts \$ \_\_\_\_\_

Real Estate Used for Business Purposes \$ \_\_\_\_\_

Material in Stock \$ \_\_\_\_\_

Equipment Book Value \$ \_\_\_\_\_

Furniture and Fixtures \$ \_\_\_\_\_

Other Assets \$ \_\_\_\_\_

TOTAL ASSETS: \$ \_\_\_\_\_

**LIABILITIES:**

Notes Payable to Bank \$ \_\_\_\_\_

Notes Payable for Equipment Obligations \$ \_\_\_\_\_

Notes Payable for Other Obligations \$ \_\_\_\_\_

Accounts Payable \$ \_\_\_\_\_

Other Liabilities \$ \_\_\_\_\_

TOTAL LIABILITIES: \$ \_\_\_\_\_

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 New York this 27 day of April, 2026

Maurice Anderson  
Name of Bidder

By: Maurice Anderson

Title: Vice President

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

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

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

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

ONLINE FILING RECEIPT

ENTITY NAME: JYST, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC)

COUNTY: NASS

FILED:05/24/2021 DURATION:\*\*\*\*\* CASH#:210524010492 FILE#:210524010492  
DOS ID:6020290

FILER:

EXIST DATE

-----  
FRED ROSENGARTEN  
363 7TH AVE , 7TH FLOOR  
NEW YORK, NY 10001

-----  
05/24/2021

ADDRESS FOR PROCESS:

-----  
JYST, LLC  
9 PINE DRIVE  
PORT WASHINGTON, NY 11050

REGISTERED AGENT:

-----



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the Biennial Statement is due will only be made via email. Please go to [www.email.ebiennial.dos.ny.gov](http://www.email.ebiennial.dos.ny.gov) to provide an email address to receive an email notification when the Biennial Statement is due.

=====

SERVICE COMPANY: \*\* NO SERVICE COMPANY \*\*  
SERVICE CODE: 00

FEE:	200.00	PAYMENTS	200.00
	-----		-----
FILING:	200.00	CHARGE	200.00
TAX:	0.00	DRAWDOWN	0.00
PLAIN COPY:	0.00		
CERT COPY:	0.00		
CERT OF EXIST:	0.00		

=====

DOS-1025 (10/2020)

**Authentication Number: 2105240677 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at**

**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.

*pl usama zaid*  
\_\_\_\_\_  
(Signature of Contractor)

Estimating Associate I  
\_\_\_\_\_  
(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

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)

\_\_\_\_\_  
(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 )  
COUNTY OF New York ) : SS:

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 owning 10% or greater interest in that partnership is also listed.

**I. Sole Shareholder – 100% Ownership**

King Rose of NY, Inc  
Name of Corporation/Partnership  
NA

307 W 38th St #1801, New York, NY 10018  
Address

\_\_\_\_\_  
Name of Corporation/Partnership

\_\_\_\_\_  
Address

Yoel Borgenicht  
Name of Stockholder/Partner  
NA

37 Orange Road, #314, Montclair, NJ 07042  
Address

\_\_\_\_\_  
Name of Stockholder/Partner

\_\_\_\_\_  
Address

NA  
Name of Stockholder/Partner  
NA

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Stockholder/Partner

\_\_\_\_\_  
Address

Use reverse side for additional stockholders/partners.



YOEL BORGENICHT  
Notary Public, State of New York  
Reg. No. 02B06409170  
Qualified in New York County  
Commission Expires September 21, 2028

II.

NA

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

Address

NA

Name of Stockholder/Partner

Address

NA

Name of Stockholder/Partner

Address

NA

Name of Stockholder/Partner

Address

NA

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.

King Rose of NY, Inc.

Name of Contractor

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

Official Title



YOEL BORGENICHT  
Notary Public, State of New York  
Reg. No. 02BO6409170  
Qualified in New York County  
Commission Expires September 21, 2028

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

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

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

FILING RECEIPT

ENTITY NAME: KING ROSE OF NY INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS)

COUNTY: NEWY

FILED:08/27/2007 DURATION:PERPETUAL CASH#:070827000683 FILM #:070827000630

FILED:

EXIST DATE

BUSINESS FILINGS INCORPORATED  
8025 EXCELSIOR DRIVE SUITE 200

08/27/2007

MADISON, WI 53717

ADDRESS FOR PROCESS:

C/O YOEL BORGENICHT  
341 WEST 122ND STREET  
NEW YORK, NY 10027

REGISTERED AGENT:

YOEL BORGENICHT  
341 WEST 122ND STRPET  
NEW YORK, NY 10027

STOCK: 2000 PV .01

SERVICE COMPANY: BUSINESS FILINGS INCORPORATED

SERVICE CODE: M9 \*

FEES	160.00
FILING	125.00
TAX	10.00
CERT	0.00
COPIES	0.00
HANDLING	25.00

PAYMENTS	160.00
CASH	0.00
CHECK	0.00
CHARGE	0.00
DRAWDOWN	160.00
OPAL	0.00
REFUND	0.00

EIN 26-0874105

DOS-1025 (04/2007)

**ACTION OF SOLE INCORPORATOR  
OF  
King Rose of NY Inc.**

The undersigned, being the sole incorporator of King Rose of NY Inc. a New York Corporation, (the "Corporation"), does hereby approve and adopt the following resolutions:

**Election of Directors**

**RESOLVED**, that the following persons are hereby elected as the directors of the Corporation to serve until the first annual meeting of the directors or until their successors are duly elected and qualified:

Yoel Borgenicht, 341 West 122nd Street, New York, New York 10027

**The undersigned, upon completion of this Action of Incorporator, shall have no further responsibilities or obligations to the Corporation in his capacity as sole incorporator.**

**Dated: August 23, 2007**



**Business Filings Incorporated, Incorporator  
Mark Williams, A.V.P.**

07082700630


Certificate of Incorporation  
Of  
King Rose of NY Inc.

Under Section 402 of the Business Corporation Law

THE UNDERSIGNED, being of the age of 18 years or older, under S 402 of the New York Business corporation Law does hereby set forth:

1. The name of the corporation is: **King Rose of NY Inc.**
2. The purpose is to engage in any lawful act or activity for which corporations may be organized under this chapter. This corporation is not formed to engage in any act or activity that requires the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.
3. The office of the corporation is to be located in the County of New York, in the State of New York.
4. The aggregate number of shares which the corporation shall have the authority to issue is 2,000 shares with a par value of one cent (\$0.01) per share.
5. The secretary of state is designated as the agent of the corporation upon whom process against it may be served and the post office address within this state to which the secretary of state shall mail a copy of any process against it served upon him is: c/o Yoel Borgenicht, 341 West 122nd Street, New York, New York 10027.
6. The name and address of the registered agent of the corporation is: Yoel Borgenicht, 341 West 122nd Street, New York, New York 10027. Said registered agent is to be the agent of the corporation upon whom service of process against it may be served.

Subscribed and affirmed as true under the penalties of perjury.

  
Business Filings Incorporated, Incorporator  
Mark Williams, A.V.P.  
8025 Excelsior Dr. Suite 200  
Madison, WI 53717

Date: August 23, 2007

070827000630

CERTIFICATE OF INCORPORATION

OF

King Rose of NY Inc.

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED AUG 27 2007

TAXS 10-

BY: LAH

NY

NAME AND ADDRESS OF FILER

Drawdown Acct - #M9  
Business Filings Incorporated  
8025 Excelsior Dr, Suite 200  
Madison WI 53717

683

2007 AUG 27 4:09:05

RECEIVED



**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> <i>(See instructions)</i>		<b>For HUD HQ/FmHA use only</b>	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code Elevator Modernization Project, Peekskill, NY, 10566.	
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 checked="" 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)
Yoel Borgenicht, and 307 W 38th St #1801, New York, NY 10018, Organization chart added in last page	President	#26-0874105

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.
Yoel Borgenicht	<i>Yoel Borgenicht</i>		(212) 239-8525
This form prepared by (print name)		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
Borgenicht, Yoel	Scheuer House of Bayside 012-11576, HUD	President	Current	X		

**Part II- For HUD Internal Processing Only**

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

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

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## 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.

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

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

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

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

**Routine Use:** The information collected by this form will not be otherwise disclosed outside of HUD, except to public agencies and private sector sources for automated processing of your records and for requesting information about you for participant approval; to appropriate agencies, entities, and persons when it is reasonably necessary to mitigate a breach or related incident; to Federal, state and/or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions or for other inquiries.

**Disclosure:** Providing the information is voluntary. You must provide all information requested in this application, including your SSN. Without prior approval or information, a controlling participant may not participate in a proposed or existing multifamily or healthcare project.

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

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**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.

Usama Zaid

\_\_\_\_\_  
Name

Estimating Associate I

\_\_\_\_\_  
Title

04/27/2026

\_\_\_\_\_  
Date

**B.1**

CONTRACT FORM

THIS AGREEMENT made on 27th day of April, 2026, by Peekskill Housing Authority and King Rose of NY, Inc

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

Elevator Modifications at Bohlmann Towers

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 300 calendar days after the effective date thereof.

ARTICLE 3: Contract Price:

The contract price shall be: \$924,875.00

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: \_\_\_\_\_

## D.1

### SPECIAL CONDITIONS:

SC-01 Scope of Work: The work covered by these specifications shall include the furnishing of all plant labor, equipment, appliances, and materials and the performing of all operations complete in strict accordance with the specifications and the applicable drawings.

SC-02 Visit to Site:

- a. Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions as they exist so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under his contract. Bidders shall also thoroughly examine and be familiar with the requirements of the detailed specifications. The failure or omission of any bidder to receive or examine any form, Instrument, or Documents or to visit the site and acquaint himself with the conditions there existing will not relieve any bidder from any obligation with respect to his bid.
- b. Before any of the work within the scope of the contract is begun, the Contractor shall confer with the Local Authority and agree on a sequence of procedure, means of access to the buildings and space for temporary storage or materials and equipment.
- c. Bidders may visit the site on the day of the Pre-bid meeting. The Housing Authority's facility shall also be open for site visits 9:00 a.m. until 4:00 p.m. Please call the Administrative Office prior to coming.

SC-03 Time and Manner:

- a. Time is an essential consideration of the contract and work shall commence at the project site within thirty (30) days after signature of contract and progress with a proper and sufficient force of workmen and ample supply of materials (to the satisfaction of the Engineer and PHA) to complete the work at the earliest possible date and not later than the date set forth in the time schedule.
- b. All work shall be performed as expeditiously as possible and in manner not to interfere with the operations of the PHA or the tenants living there. The Contractor shall conduct his work in a manner not to obstruct the passage of the Local Authority's personnel or tenants to or from any part of the site.
- c. The Contractor shall exercise extreme care at all times to maintain cleanliness in his operations, avoid fire and accident hazards and remove all debris promptly at the end of each days work. It shall be the Contractor's responsibility to keep the premises clean of construction dirt, dust, and debris and to maintain conditions entirely acceptable to the PHA at all times. **On a daily basis this requirement will be rigidly enforced.** Upon completion of the work specified, all debris, equipment, and unused materials provided for the work shall be removed from the sites and the premises shall be cleaned to the satisfaction of the A/E & PHA.

SC-04 Contract Documents:

- a. Specifications: The specifications consist of four (4) parts as follows:

General Conditions of the Contract for Construction  
General Requirements  
Special Conditions  
Technical Requirements

All parts shall be consulted and complied within the performance of the work described therein.

- b. Contract Drawings: Refer to Page TOC-1 for this Information.

SC-05 Correspondence: The Contractor shall send all copies of correspondence concerning any matter of a contractual and technical nature to the PHA and A/E.

SC-06 Conditions:

- a. Adequate notice must be filed with the Building Department prior to commencing work at any building. Scheduling of contract work will be the joint responsibility of the A/E & PHA at the project and the Contractor. Any and all permit fees are the contractor's cost and shall be included in the bid proposal.
- b. The Contractor scheduling operations shall be closely coordinated with the PHA/A/E prior to construction start.
- c. Operations affecting other construction work and installation at the site shall be conducted with care not to damage work and equipment in places; and all work damaged by such operation shall be replaced or rectified promptly without additional expense to the PHA.
- d. The Contractor shall provide adequate protection for all parts of the project site, and its contents wherever work under this contract is performed.
- e. Unless otherwise required by the specifications, new work in extension of existing work shall correspond in all respect with that to which it connects, or to similar existing work.
- f. Existing work shall be cut, drilled, altered, removed, or temporarily removed and replaced as necessary for the performance of the contract. However, unless otherwise provided by the specifications, no structural members shall be cut or altered without authorization of the Engineer.

SC-07 Time for Completion: Refer to Schedule D-1 at the end of this Section.

SC-08 Liquidated Damages: As actual damages for any delay in completion are impossible of determination, the Contractor and his sureties shall be liable for, and shall pay to the Local Housing Authority the sums hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted.

**FIVE HUNDRED (\$500.00) DOLLARS PER CALENDAR DAY**

The liquidated damage provision contained in this contract shall not be the exclusive damage remedy available to the PHA for breach or default hereof; and the parties hereto agree that the PHA shall, in its discretion, additionally have the right to assert and claim any real or actual damages which may be sustained by it.

In addition to liquidated damages, be advised that in the event of late performance of this contract, the Authority reserves the right to consider any unjustified delay beyond the specified contract completion date, as a bearing on your responsibility to perform future contract for the Authority.

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

SC-09 Bid Price:

- a. Prices are net for items furnished and installed in place and include all costs for labor and material, equipment, taxes, insurance, overhead, and profit. Authority is tax exempt and will provide certificate to successful bidder.
- b. The Local Housing Authority reserves the right to add or deduct items of work in connection with the project covered by the plans and specifications.

SC-10 Tenant Employment:

- a. The Contractor will be required to undertake an affirmative and aggressive employment policy to afford a preferential hiring procedure to tenants on all jobs and training opportunities generated by this contract. If he has collective bargaining agreements with labor organizations, he must submit evidence that the said labor organizations are aware of and approve of the hiring procedures stated above.
- b. A list of potential tenant employees will be provided to the Contractor by the Housing Authority. The Contractor agrees to select from this list the tenants to be employed as a condition to this contract at a ratio of at least one (1) tenant to every twelve (12) employees. However, if there are less than twelve (12) employees, then one (1) tenant must be hired after the eighth (8) employee.
- c. All tenants employed as laborers, trainees, apprentices, and mechanics by the contractor or his sub-contractor shall be paid wages at rates not less than those prevailing on similar construction in this locality, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 US 276a-276a5).

SC-11 No Section:

SC-12 General Guarantee: Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the PHA shall constitute an acceptance of work not done in accordance with the contract documents or relieve the

Contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The PHA will give notice of observed defects within reasonable promptness.

SC-13 Affirmative Action Plan (AAP): Attached is an Affirmative Action Plan required by the Housing Authority to which all bidders must respond, (if bid is greater than \$10,000). This plan has been approved by the Department of Housing and Urban Development (HUD). A Contractor may submit an alternate plan, however, this must be approved by HUD before being accepted by the Housing Authority. Any modifications by HUD to an alternate plan must be carried out by the Contractor. Any minority tenant hired under Section SC-10 - Tenant Employment - may be applied to meet the requirements of the Affirmative Action Plan. Any bid submitted without an Affirmative Action Plan may be disqualified.

SC-14 Job Offices (if applicable):

- a. The Contractor and his sub-contractors may maintain such office and storage facilities on the site as may be necessary in the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The A/E and PHA shall be consulted with regard to locations.
- b. Upon completion of the project, or as directed by the PHA or A/E, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the premises in the condition required by the contract.

SC-15 Minimum Rates of Pay: See Section C-2 for prevailing wage rates.

SC-16 No Section:

SC-17 Buy American:

- a. Comply with HUD requirements and use only iron, steel and manufactured goods produced in the United States. All products must be American made/assembled in the USA and all contractors and businesses must be registered and American.
- b. Contractor shall provide certification regarding this item.

SC-18 Amendments to General Conditions:

- a. Permits and Codes: The Contractor prior to submitting a bid, shall inquire as to the number and amount of permits required for the execution of the contract. The Contractor shall pay for the cost of all permits and include in his bid price.

SC-19 Work During Authority Holidays: The Contractor shall not be allowed to work on PHA holidays unless the following conditions are met:

- a. Prior approval is granted by the PHA. It is at the sole discretion of the Authority whether to allow work to be conducted.

- b. No work is to be covered up. Prior to concealing or otherwise making it impossible to view work performed, the Contractor shall arrange for an inspection by the Architect. Work not so inspected and approved shall be cause for the PHA to require that the work be exposed and examined at the sole cost of the Contractor. Unacceptable and/or non-complying work shall be removed, repaired, restored, or replaced as required by the PHA at the Contractor's expense.

Temporary protection of work which must remain exposed shall be in accordance with the specification. In no case shall work be left unprotected which may be a threat to the health and safety of the public.

- c. Reimbursement of the PHA's inspection costs. If the PHA deems it necessary or if requested by the Contractor, the PHA may provide full-time inspection services on a holiday. The cost for these services shall be reimbursed by the Contractor.

SC-20 Work Week: The PHA's regular work week is from Monday to Friday. The hours of work are from 8:00 a.m. to 6:00 p.m. The Contractor shall conform to this schedule unless written permission is given by the PHA to deviate from this schedule.

SC-21 Minority Business Enterprise (MBE) Requirements:

- a. Executive Order 123432 of July 14, 1983 entitled, "Minority Business Development" is intended to assure the participation of minority owned businesses in HUD funded programs and to fulfill objectives for minority business involvement in Federally funded projects.
- b. A "Minority Business Enterprise" means a business enterprise that is 51% or more owned, controlled, and actively operated by one or more persons who are classified as a part of a socially and economically disadvantaged group. Such socially disadvantaged persons include, but are not limited to Blacks, American Indians, or Alaskan Natives, Hispanics, and Asian or Pacific Islanders.
- c. All Contractors having contracts with the PHA for supplying labor and/or materials/supplies will be required to have Minority Business Enterprises providing twenty (20%) percent of the dollar value of the contract.
- d. In submitting a bid, the Contractor must certify that he will comply with the above requirements. This shall include submission of an affidavit (attached) which will be properly executed by the Contractor. Failure to provide the affidavit will be considered substantive and will be cause for the Contractor's bid to be rejected.
- e. The PHA will require that the Contractor provide evidence that the Minority Business Enterprise requirements are being met during the duration of the contract.
- f. In the event the PHA determines the Contractor is not in compliance, or that the condition appears to be developing, the PHA shall then take steps necessary to correct the situation in order to be in compliance.
- g. The above referenced MBE requirements are considered to be integral and substantive portions of this contract in the same fashion as all other substantive portions of this contract, and breach or non-compliance therewith will result in a breach and/or default of the contract, with imposition of any and all sanctions provided for herein as may be appropriate in the discretion of the PHA.

SC-22 Maintenance Bond: One (1) year required.

SC-23 Insurance:

- a. Refer to "General Conditions" Section 36 - Insurance.

SC-24 Substitutions: When a product or material is specified by name, as noted in these specifications, such specifications establishes the standard type and quality considered most satisfactory for the particular purpose in the building and the proposal therefore should be based thereon, so that all bid under the same conditions. Another product or material of the same type and to meet the requirements may be submitted for consideration as a substitute only under the following conditions:

- a. Bidder must prove equivalence of substitution and furnish detailed specifications and catalog cuts or drawings. Failure to identify exceptions or deviations from equipment specified must be interpreted to indicate that the product offered complies with the specification in every respect. As approved by the Architect.

SC-25 Section Three (3) Clause:

- a. The work to be performed under this contract is subject to the requirement of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspensions from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

*pl usama zaid*

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Signature of Company Officer

Estimating Associate I

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Title

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Signature of Company EEO Representative



April 23, 2026

King Rose of NY, Inc.  
307 West 38<sup>th</sup> St., Suite 1801  
Peekskill, NY 10566

Re: Type of Bond: Bid Bond  
ECP: \$924,875.00  
Obligee: Peekskill Housing Authority  
Description: Elevator Modernization, 807 Main St. Peekskill, NY 10566  
Bond Amount: 10%  
Bid Date: 5/7/2026

Dear Shaheen:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal.

We urge you to double-check all signatures, dates, amounts and job descriptions for accuracy. This will avoid the possibility of having a low bid rejected because of a clerical error. Please verify again that the bid bond form we executed is the form required by the specification. In addition, please verify that anything unusual that has been requested by the obligee is attached.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, please contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

**IN THE EVENT THAT THE TIME TO COMPLETE EXCEEDS 24 MONTHS A TIME SURCHARGE OF 1% PER MONTH FOR EVERY MONTH OVER 24 MONTHS WILL BE ADDED TO THE PREMIUM. PLEASE CONTACT US FOR THE RATES.**

**A WARRANTY SURCHARGE WILL BE ADDED TO THE PREMIUM IN THE EVENT THE WARRANTY/GUARANTY PERIOD EXCEEDS 12 MONTHS. PLEASE CONTACT US FOR THE RATES.**

Good Luck on your Bid.

Sincerely,

Karen Bravo

Your bid results are very important, please mail or fax this information back to the address below within 5 days of the bid opening.

Contractors Name	Contract Price
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

Where did you place \_\_\_\_\_ and your price \$ \_\_\_\_\_

**A.5**

BID BOND:

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

King Rose of NY, Inc

\_\_\_\_\_  
(Name of Principal)

as PRINCIPAL, and

Atlantic Specialty Insurance Company

\_\_\_\_\_  
(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 Proposal Price (10% Of P.P.) \_\_\_\_\_, 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 May 7, 20 26 for Elevator Modifications at Bohlmann Towers Project No. 25-033

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 23rd day of April, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Attest:

\_\_\_\_\_

\_\_\_\_\_  
King Rose of NY, Inc.  
(Corporate Principal) Seal

\_\_\_\_\_

\_\_\_\_\_  
307 West 38th Street, Suite 1801, New York, NY 10018  
(Business Address)

Affix  
Corporate  
Seal

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

Attest:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Atlantic Specialty Insurance Company

Affix  
Corporate  
Seal

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

\_\_\_\_\_  
Susan Lupski, Attorney-In-Fact

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

**ACKNOWLEDGEMENT FOR PRINCIPAL**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ BEFORE ME  
PERSONALLY APPEARED \_\_\_\_\_, TO ME  
KNOWN AND KNOWN TO ME TO BE THE \_\_\_\_\_ OF  
\_\_\_\_\_ DESCRIBED IN AND WHO EXECUTED THE  
FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE  
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT  
(S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID  
CORPORATION.

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



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Camille M. Maitland, Colette R. Chisholm, Cristina Pagan, Dana Granice, Desiree Cardlin, Fiona Walsh, George O. Brewster, Gerard S. Macholz, Karolynne Ramirez, Katherine Acosta, Kimberly Nunez, Lee Ferrucci, Michelle Wannamaker, Miranda Peter, Peter F. Jones, Robert T. Pearson, Susan Lupski, Thomas Bean, Vincent A. Walsh, Vishnu Chaitoo**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

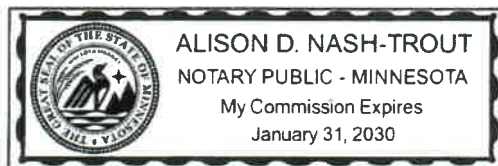
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2026.



By   
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this first day of January, 2026, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




  
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23rd day of April, 2026

This Power of Attorney expires  
January 31, 2030



  
Nicole L. Pelletier, Assistant Secretary

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this April 23, 2026 before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Atlantic Specialty Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Atlantic Specialty Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



Notary Public

Stefanie Weber  
Notary Public, State of New York  
Registration No. 01WE6432035  
Qualified in Nassau County  
Commission Expires April 25, 2030



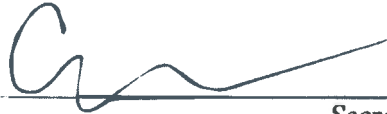
**Atlantic Specialty Insurance Company**  
Period Ended 12/31/2025

Dollars displayed in thousands

<b>Admitted Assets</b>		<b>Liabilities and Surplus</b>	
<b>Investments:</b>		<b>Liabilities</b>	
Bonds	\$ 2,885,455	Loss Reserves	\$ 1,403,740
Preferred Stocks	-	Loss Adjustment Expense Reserves	330,086
Common Stocks	934,259	<b>Total Loss &amp; LAE Reserves</b>	<b>1,733,826</b>
Mortgage Loans	-	Unearned Premium Reserve	866,171
Real Estate	-	Total Reinsurance Liabilities	51,082
Contract Loans	-	Commissions, Other Expenses, and Taxes due	83,583
Derivatives	-	Derivatives	-
Cash, Cash Equivalents & Short Term Investments	1,000,755	Payable to Parent, Subs or Affiliates	-
Other Investments	29,147	All Other Liabilities	1,357,715
<b>Total Cash &amp; Investments</b>	<b>4,849,616</b>	<b>Total Liabilities</b>	<b>4,092,377</b>
Premiums and Considerations Due	361,651	<b>Capital and Surplus</b>	
Reinsurance Recoverable	34,446	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	15,668	Preferred Capital Stock	-
All Other Admitted Assets	93,238	Surplus Notes	-
<b>Total Admitted Assets</b>	<b>5,354,619</b>	Unassigned Surplus	682,458
		Other Including Gross Contributed	570,784
		<b>Capital &amp; Surplus</b>	<b>1,262,242</b>
		<b>Total Liabilities and C&amp;S</b>	<b>5,354,619</b>

State of Minnesota  
County of Hennepin

I, Sarah A. Kolar, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31<sup>st</sup> day of December, 2025, according to the best of my information, knowledge and belief.

  
 \_\_\_\_\_  
 Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 5th day of March, 2026.

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



April 23, 2026

The Peekskill Housing Authority  
807 Main Street #1  
Peekskill, NY 10566

**Re: King Rose of NY, Inc.**  
**Project: Elevator Modifications at Bohlmann Towers**

To Whom It May Concern:

Atlantic Specialty Insurance Company, have provided surety credit to King Rose of NY, Inc. Atlantic Specialty Insurance Company is rated "A+" (Excellent) with a financial size category of XV (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$80 million.

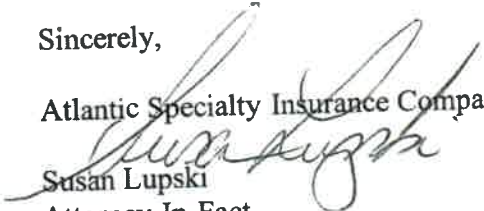
If King Rose of NY, Inc. is awarded a contract for the referenced project we would anticipate no difficulty providing a performance bond in an amount equal to one hundred percent (100%) of the contract.

Our consideration and issuance of bonds is a matter solely between King Rose of NY, Inc. and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,

Atlantic Specialty Insurance Company

  
Susan Lupski  
Attorney-In-Fact





ATLANTIC SPECIALTY INSURANCE COMPANY

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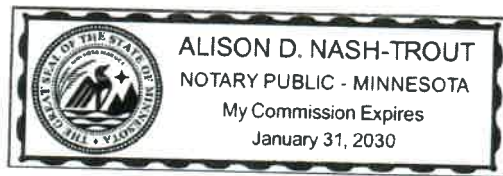
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By   
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this first day of January, 2026, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




  
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23rd day of April, 2026.



  
Nicole L. Pelletier, Assistant Secretary

This Power of Attorney expires  
January 31, 2030

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this April 23, 2026 before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Atlantic Specialty Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Atlantic Specialty Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



Notary Public

Stefanie Weber  
Notary Public, State of New York  
Registration No. 01WE6432035  
Qualified in Nassau County  
Commission Expires April 25, 2030



**Atlantic Specialty Insurance Company**  
Period Ended 12/31/2025

*Dollars displayed in thousands*

<b>Admitted Assets</b>		<b>Liabilities and Surplus</b>	
<b>Investments:</b>		<b>Liabilities</b>	
Bonds	\$ 2,885,455	Loss Reserves	\$ 1,403,740
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Common Stocks	934,259	<b>Total Loss &amp; LAE Reserves</b>	<b>1,733,826</b>
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Receivable from Parent, Subsidiary or Affiliates	15,668	Common Capital Stock	9,001
All Other Admitted Assets	<u>93,238</u>	Preferred Capital Stock	-
<b>Total Admitted Assets</b>	<b><u>5,354,619</u></b>	Surplus Notes	-
		Unassigned Surplus	682,458
		Other Including Gross Contributed	<u>570,784</u>
		<b>Capital &amp; Surplus</b>	<b><u>1,262,242</u></b>
		<b>Total Liabilities and C&amp;S</b>	<b><u>5,354,619</u></b>

State of Minnesota  
County of Hennepin

I, Sarah A. Kolar, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31<sup>st</sup> day of December, 2025, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 5th day of March, 2026.

Notary Public



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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

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

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

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

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

The bidder certifies that:

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

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

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


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

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

(b) A fully executed "Previous Participation Certificate" [ ] is, [X] is not included with the bid.

**13. Bidder's Signature**

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

  
\_\_\_\_\_  
(Signature and Date)

Greg Louks  
\_\_\_\_\_  
(Typed or Printed Name)

President & CEO  
\_\_\_\_\_  
(Title)

Iron Sowrd Enterprises, LLC  
\_\_\_\_\_  
(Company Name)

(Company Address) 2359 State Route 300  
Walkkill, NY 12589

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).

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(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)

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

**13. Bidder's Signature**

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

(Signature and Date)



Greg Louks

(Typed or Printed Name)

President & CEO

(Title)

Iron Sword Enterprises, LLC

(Company Name)

(Company Address) 2359 State Route 300  
Wallkill, NY 12589

A.4

BID FORMS

THE PEEKSKILL HOUSING AUTHORITY

PROPOSAL

**Elevator Modifications at Bohlmann Towers**

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: Iron Sword Enterprises, LLC  
Name of Bidder

2359 State Route 300  
Street Address

Wallkill, NY 12589  
City and State

845-863-1788  
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.

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. Ferens Elevator Company, Inc  
Name  
28 Thompson Street, Red Hook, NY 12571  
Address  
\_\_\_\_\_ (\$ \_\_\_\_\_)  
Contract Amount  
\_\_\_\_\_  
Performance Security

b. All American Electrical Service  
Name  
8 Phelps Street West Haverstraw NY 10993  
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.):

<u>Greg Louks, President &amp; CEO</u>	<u>N/A</u>
<u>Rick Minicozzi (investor only)</u>	<u>N/A</u>
<u>Dan Rice (investor only)</u>	<u>N/A</u>
<u>Sal Minicozzi (investor only)</u>	<u>N/A</u>

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.

All 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) Greg Louks  
 (it) Iron Sword Enterprises, 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:

- a. Bid Bond in the amount of 5% of bid amount Dollars (\$ \_\_\_\_\_)

OR





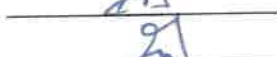




6. Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this Proposal for any other Proposal or the submitting of Proposals for the contract for which this Proposal is submitted.
7. The Bidder represents that he (X) has, ( ) has 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 (X) 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.









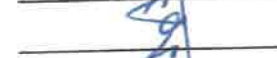


**Bid For:**  
**Peekskill Housing Authority**  
**Elevator Modifications at Bohlmann Towers**

**Contractor Name:** Iron Sword Enterprises, 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		
X A certificate from a surety company (Consent of Surety)		
X HUD Form 5369-A: Representations, Certifications, Other Statements of Bidders (pgs A-8 thru A-11)		
X A listing of all subcontractors (pg A-13)		
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)		
X Stockholder or Partnership Disclosure Statement (pg A-39 thru A-40)		
X Business Registration Certificate by the State Division of Revenue, Contractor and Subcontractor (from NYS)		

**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)	
X SAMPLE Insurance Certificate	
X Non-collusion Affidavit. (pg A-21)	
X General Contractor Qualification Questionnaire, Insurance Certificate, Financial Statements within the last twelve (12) months. (pgs A-22 thru A-27)	
X Sub-contractor Qualification Questionnaire, Insurance Certificate, Financial Statements within the last twelve (12) months. (pgs A-28 thru A-33)	
X Statement of Compliance for HUD determined Wage Rates in effect on the bid opening date. (pg A-34)	
X Affidavit for Affirmative Action Plan. (pgs A-41)	
X Affidavit for Minority Business Enterprise (if applicable)	
X HUD 2530: Previous Participation Certification	
X Statement of Non-Debarment (pg A-48)	
X Special Conditions (pgs D-1 thru D-7)	

**C. Name of Bidder:** Iron Sword Enterprises, LLC

**Signature of Bidder:** 

**Print Name and Title:** Greg Louks, President & CEO

**Date:** 5-7-2026

# BID FORM

FOR:  
**THE PEEKSKILL HOUSING AUTHORITY**  
**Elevator Modifications at Bohlmann Towers**

A-18a

<u>Item No.</u>	<u>Bid Basis</u>	<u>Description</u>	<u>Lump Sum (\$)</u>
1	<b>Base Bid</b>	Elevator Modifications at Bohlmann Towers	\$ <u>1,598,800.00</u>
2	Alternate No. 1	Accelerated Schedule	\$ <u>699,100.00</u>
3	Alternate No. 2	Traction Machine VVVF Battery Backup Leveling System	\$ <u>30,800.00</u>
4	Allowance No.1	Cab Allowance	\$ <u>25,000.00</u>

**Schedule**

Lead time after award for engineering and layout drawings	<u>4</u> weeks
Equipment fabrication lead times	<u>8-10</u> weeks

**Out of Service Times**

Car #1	12 (base) or 8 <u>(accelerated) weeks</u>
Car #2	12 (base) or 8 <u>(accelerated) weeks</u>

**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" and 012300 "Alternates" for additional information.

### Approved Equipment Manufacturers

(The following manufacturers' equipment and materials have been pre-approved for use on this project, all other manufacturers' equipment not listed on the CBA pre-approved manufacturers list in the technical specifications shall be considered for approval)

A-18b

Components	Manufacturers	Contractor's Submissions
Control System	MCE (Motion Control), G.A.L., Smartrise, Claddagh or approved equal	<b>Alpha</b>
Machines (Gearless)	Imperial, Hollister Whitney	<b>Hollister Whitney</b>
Motors	Imperial Electric, Baldor, Reuland Electric	<b>Torin</b>
VVVF Emergency Leveling	MCE, Reynolds & Reynolds Electronics	<b>Reynolds &amp; Reynolds</b>
Controller Drive	Magnetek, Mitsubishi, Torq-Max or approved equal	<b>KEB</b>
Electrical Traveling Cables	Draka, James Monroe	<b>Draka</b>
Wire Ropes	Bethlehem, Wayland or approved equal	<b>Wayland</b>
Door Tracks, Door Operators	G.A.L., E.C.I., Wittur	<b>GAL</b>
Roller Guides	ELSCO, Hollister Whitney or approved equal	<b>Hollister Whitney</b>
Fixtures	G.A.L., Inovation, MAD, Epco, Monitor, CE Electronics	<b>Inovation</b>
Cabs	CEC, American High-Tech, National, EDI/ECI, Velis or approved equal	<b>ICAB and Doors</b>
Door Detector Edge	Janus, G.A.L., Adams, Tr-Tronics	<b>GAL</b>
Audio / Visual Display	K-Tec, Ring, Wurtec, Janus or approved equal	<b>K-Tec</b>

# BID FORM

FOR:  
THE PEEKSKILL HOUSING AUTHORITY  
Elevator Maintenance at Bohmann Towers

## Interim Maintenance Costs for Two Elevators

(Interim Maintenance is defined as the period before the upgrade has begun until after the last elevator has been tested and has been returned to service)

Monthly Cost for Two (2) Elevators

\$ 990 /month

## Maintenance Service Schedule

(For the first 12-month period followed by three years w/ an option for 2 additional years priced by the annual yearly escalation outlined in specification section 140120)

A-18c

Device Type	Device #	City I.D #	Total Monthly Price	Months	Total Annual Price (12 Months)
Traction	PE1	N/A	\$495	12	\$5,940
Traction	PE2	N/A	\$495	12	\$5,940

## Call Back Services During Off Hours

Option 1

Off Hours Services Charged @ Contractor's O.T. Rate

\$ 616 /hr

Option 2

24/7 w/out Additional Charge for Off Hours Service

\$ 1,540 /month

**Labor Rates**

(For work not covered in specification section 140120)

	<b>Straight Time</b>	<b>Premium Rate</b>	<b>Time and One Half</b>	<b>Double Time</b>
Maintenance Mechanic	\$308/hr	\$616/hr	\$616/hr	\$616/hr
Repair Mechanic	\$308/hr	\$616/hr	\$616/hr	\$616/hr
Repair Team	\$495/hr	\$990/hr	\$990/hr	\$990/hr
Helper	\$308/hr	\$616/hr	\$616/hr	\$616/hr
Adjuster	\$308/hr	\$616/hr	\$616/hr	\$616/hr

A-18P

**A.5**

**BID BOND:**

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

Iron Sword Enterprises, LLC  
(Name of Principal)

as PRINCIPAL, and

United States Fire Insurance Company  
(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 Amount 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 May 7, 2026 for Elevator Modifications at Bohlmann Towers  
LAN Job #4.1608.08

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 4th day of May, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Attest:

\_\_\_\_\_

**Iron Sword Enterprises, LLC**  
\_\_\_\_\_  
(Corporate Principal) Seal

\_\_\_\_\_

2359 State Route 300, Wallkill, NY 12589  
\_\_\_\_\_  
(Business Address)

Affix  
Corporate  
Seal

*Kimberly D. Sweeper*  
\_\_\_\_\_

Attest:

See Power of Attorney  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Greg Louks, President & CEO

**United States Fire Insurance Company**  
\_\_\_\_\_  
(Corporate Surety)

305 Madison Avenue, Morristown, NJ 07962  
\_\_\_\_\_

Affix  
Corporate  
Seal

By:   
\_\_\_\_\_  
William McCartan, Attorney-in-Fact

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

Individual Acknowledgement

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally came \_\_\_\_\_  
to me known and known to me to be the individual(s) who executed the foregoing instrument, and  
acknowledged that \_\_\_he\_\_\_ executed same.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

Limited Liability Company/Partnership Acknowledgement

State of New York  
County of Ulster

On this 4th day of May, 20 26, before me personally came  
Greg Louks a member, manager or  
general partner of Iron Sword Enterprises, LLC to me known and known to me to be  
the person who is described in and who executed the foregoing instrument and acknowledges to me that  
he executed the same.

Bonnie St. Germain  
Notary Public State of New York  
Qualified in Ulster County  
Lic # 01ST6244608  
COMM EXP. 07/11/2027

Bonnie St Germain  
Notary Public  
My commission expires 07-11-2027

Corporate Acknowledgement

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally came \_\_\_\_\_  
to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_  
that he/she is the \_\_\_\_\_  
of \_\_\_\_\_ the corporation described in and which  
executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors  
of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

Surety Acknowledgement

State of New York  
County of Albany

On this 4th day of May, 20 26, before me personally came William McCartan to me  
known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_  
Albany, New York that he/she is the Attorney-in-Fact of the United  
States Fire Insurance Company, the corporation described in and which executed the foregoing  
instrument; that he/she knows the Seal of said corporation; that one of the Seals affixed to the foregoing  
instrument is such Seal; that it was so affixed by order of the Board of Directors of said corporation; and  
that he/she signed his/her name thereto by like order.

JACQUELINE L. PAPUZZA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01PA6437151  
Qualified in Albany County  
Commission Expires August 1, 2026

Jacqueline L. Papuzza  
Notary Public  
My commission expires August 1, 2026

**UNITED STATES FIRE INSURANCE COMPANY**  
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

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

AT DECEMBER 31, 2025

**ASSETS**

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

**LIABILITIES, SURPLUS & OTHER FUNDS**

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

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



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

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

06724

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

Christopher J. Knauf, Dawn J. Riley, Donna L. Sharpe, Guy T. Alonge III, Matthew P. D'Abate, Paul J. von Schenk,  
Richard A. Conley, William L. Bergan, William McCartan, Jacqueline Papuzza

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

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

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

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of March, 2025.

**UNITED STATES FIRE INSURANCE COMPANY**


  
Matthew E. Lubin, President



State of New Jersey )  
County of Morris )

On this 5th day of March, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



  
Ethan Schwartz (Notary Public)

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **4th** day of **May** 20**26**.

**UNITED STATES FIRE INSURANCE COMPANY**

  
Michael C. Fay, Senior Vice President



CONSENT OF SURETY

Date: May 4, 2026

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

Ladies and Gentlemen:

We, the United States Fire Insurance Company

305 Madison Avenue, Morristown, NJ 07962

(Surety Company's Address)

a Surety Company duly authorized to transact business in the State of New York, hereby agree that if

Iron Sword Enterprises, LLC

(Contractor)

2359 State Route 300, Wallkill, NY 12589

(Address)

is awarded Contract Elevator Modifications at Bohlmann Towers, LAN Job #4.1608.08  
we will write the required Performance and/or Labor and Material Bond required by these  
Project Specifications.

United States Fire Insurance Company

Surety Company



Attorney-in-Fact William McCartan

**Surety Acknowledgement**

State of   New York  

County of   Albany  

On this   4th   day of   May  , 20  26  , before me personally came  
  William McCartan   to me known, who being by me duly sworn,  
did depose and say that he/she resides in   Albany, New York   that  
he/she is the   Attorney-in-Fact   of the  
  United States Fire Insurance Company  , the corporation described in,  
and which executed the foregoing Instrument, that he/she knows the Seal of said corporation;  
that one of the Seals affixed to the foregoing instrument is such Seal; that it was so affixed by  
order of the Board of Directors of said corporation, and that he/she signed his/her name thereto  
by like order.

  Giuseppe L. Papaliga    
Notary Public

My commission expires   August 1, 2026

**UNITED STATES FIRE INSURANCE COMPANY**  
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

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

AT DECEMBER 31, 2025

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

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Other Expenses (Excluding Taxes, Licenses and Fees).....	104,906,283
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	40,252,641
Current Federal and Foreign Income Taxes.....	26,199,162
Unearned Premiums.....	1,259,998,295
Advance Premium.....	50,182,059
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Other Liabilities.....	87,980,664
<b>TOTAL LIABILITIES.....</b>	<b>\$ 6,348,097,731</b>
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,502,074,940
Unassigned Funds (Surplus).....	1,631,019,083
Surplus as Regards Policyholders.....	3,151,874,023
<b>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS.....</b>	<b>\$ 9,499,971,754</b>

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




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

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

06724

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

Christopher J. Knauf, Dawn J. Riley, Donna L. Sharpe, Guy T. Alonge III, Matthew P. D'Abate, Paul J. von Schenk,  
Richard A. Conley, William L. Bergan, William McCartan, Jacqueline Papuzza

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

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

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

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of March, 2025.



**UNITED STATES FIRE INSURANCE COMPANY**

*Matthew E. Lubin*  
Matthew E. Lubin, President

State of New Jersey )  
County of Morris )

On this 5th day of March, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



*Ethan Schwartz*

Ethan Schwartz (Notary Public)

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **4th** day of **May** 2026.



**UNITED STATES FIRE INSURANCE COMPANY**

*Michael C. Fay*  
Michael C. Fay, Senior Vice President

A.6

NON-COLLUSION AFFIDAVIT

Affidavit  
(Prime Bidder)

State of New York

County of Ulster

Being duly sworn, deposes and says:

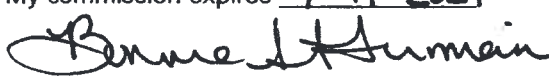
That he is Greg Louks, President & CEO (a partner or officer of the of the firm of, etc.), the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any 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.

Iron Sword Enterprises, LLC  
Firm Name

By 

Greg Louks, President & CEO  
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 7<sup>th</sup> day of May, 2026

My commission expires 7-11-2027  


**Bonnie St. Germain**  
Notary Public State of New York  
Qualified in Ulster County  
Lic # 01ST6244608  
COMM EXP. 07/11/2027

**A.7a**

CONTRACTORS QUALIFICATION QUESTIONNAIRE:

THE PEEKSKILL HOUSING AUTHORITY

BID FOR:

#4.1608.08 Elevator Modifications at Bohlmann Towers

Name of Bidder: Iron Sword Enterprises, LLC

Address: 2359 State Route 300 Wallkill, NY 12589

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?  
17

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.  
N/A for this project  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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.

N/A for this project

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

17

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- e. If a corporation, answer the following: N/A

E.1 - Date of Incorporation

\_\_\_\_\_

E.2 - State of Incorporation

\_\_\_\_\_

E.3 - President's Name(s)

\_\_\_\_\_

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

\_\_\_\_\_

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- f. If individual or partnership answer the following:

F.1 - Date of Organization

10-23-2009

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

Greg Louks, President & CEO / Owner

Rick Minicozzi (investor only)

Dan Rice (investor only)

Sal Minicozzi (investor only)

g. We normally perform 30% % of the work with our own forces.  
General character of work performed by our company.

Demo, Carpentry, & Masonry

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h. Have you ever failed to complete any work awarded to you. If so, state circumstances.

No

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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

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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

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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

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

N/A

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

Emil Valentine

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

Yes - Elevator and Electrical

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

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

q. Give client references.

See Attached

r. Give bank references:

Hudson Valley Credit Union

Patrick Donovan, VP, Sr. Commercial Relationship Manager

845-505-5694

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.

To be submitted if low bid

**ASSETS:**

Cash on Hand \$ \_\_\_\_\_

Cash in Bank & Name of Said Bank \$ \_\_\_\_\_

\_\_\_\_\_  
Accounts Receivable from Completed Contracts \$ \_\_\_\_\_

Real Estate Used for Business Purposes \$ \_\_\_\_\_

Material in Stock \$ \_\_\_\_\_

Equipment Book Value \$ \_\_\_\_\_

Furniture and Fixtures \$ \_\_\_\_\_

Other Assets \$ \_\_\_\_\_

TOTAL ASSETS: \$ \_\_\_\_\_

**LIABILITIES:**

Notes Payable to Bank \$ \_\_\_\_\_

Notes Payable for Equipment Obligations \$ \_\_\_\_\_

Notes Payable for Other Obligations \$ \_\_\_\_\_

Accounts Payable \$ \_\_\_\_\_

Other Liabilities \$ \_\_\_\_\_

TOTAL LIABILITIES: \$ \_\_\_\_\_

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

Dated at \_\_\_\_\_ this 7th day of May, 2026

Iron Sword Enterprises, LLC  
Name of Bidder

By:  Greg Louks

Title: President & CEO

State of: New York

County of: Ulster

Greg Louks being duly sworn, deposes and says that he/she is the President & CEO of Iron Sword Enterprises, 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 7th day of May, 2026

  
(Notary Public)

\_\_\_\_\_

My Commission Expires: 7-11-2027

**Bonnie St. Germain**  
Notary Public State of New York  
Qualified in Ulster County  
Lic # 01ST6244608  
COMM EXP. 07/11/2027

**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.

  
\_\_\_\_\_  
(Signature of Contractor)      Greg Louks

\_\_\_\_\_  
(Title)      President & CEO



II.

Iron Sword Enterprises, LLC  
Name of Corporation  
Partnership who holds 10% or more  
interest in the bidding corporation/  
partnership

2359 State Route 300 Walkkill, NY 12589  
Address

Greg Louks, President & CEO  
Name of Stockholder/Partner

N/A  
Address

Rick Mincozzi (investor only)  
Name of Stockholder/Partner

N/A  
Address

Dan Rice (investor only)  
Name of Stockholder/Partner

N/A  
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.


Iron Sword Enterprises, LLC  
Name of Contractor

By:  Greg Louks  
Name

President & CEO  
Official Title

Sworn before me this 7<sup>th</sup> day of

May, 20 26.

Notary Public of 

My commission expires 7-11-2027.

**Bonnie St. Germain**  
Notary Public State of New York  
Qualified in Ulster County  
Lic # 01ST6244608  
COMM EXP. 07/11/20 27

**A.11**

AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN:

STATE OF New York )  
 )  
COUNTY OF Ulster )

Greg Louks being first duly sworn deposes and says:

That he is President & CEO of Iron Sword Enterprises the party making a certain proposal or bid dated May 7th, 2026 for work in connection with the construction of Elevator Modifications at Bohlmann Towers


at Project No. LAN Job #4.1608.08, located in Peekskill, NY

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

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

Subscribed and sworn to before me, this 7<sup>th</sup> day of

May, 2026.  
  
\_\_\_\_\_  
Notary Public

My Commission Expires: 07-11-2027

**Bonnie St. Germain**  
Notary Public State of New York  
Qualified in Ulster County  
Lic # 01ST6244608  
COMM EXP. 07/11/2027  
A-41

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

**US Department of Agriculture**  
Farmers Home Administration

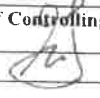
<b>Part I to be completed by Controlling Participant(s) of Covered Projects</b> <i>(See instructions)</i>		<b>For HUD HQ/FmHA use only</b>	
Reason for submission: <b>New Application</b>			
1. Agency name and City where the application is filed <b>Peekskill Housing Authority - Peekskill, NY</b>		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds <b>3</b>	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)
<b>Louks, Greg - Iron Sword Enterprises, LLC 2359 Route 300, Walkkill, NY 12589</b>	<b>Prime Contractor</b>	<b>27-1195727</b>

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.

<b>Name of Controlling Participant</b>	<b>Signature of Controlling Participant</b>	<b>Certification Date (mm/dd/yyyy)</b>	<b>Area Code and Tel. No.</b>
<b>Iron Sword Enterprises, LLC - Greg Louks</b>			<b>845-863-1788</b>
<b>This form prepared by (print name) Ben Baker</b>		<b>Area Code and Tel. No. 845-863-1788</b>	

**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
Louks, Greg	Town of New Windsor Senior Center Improvement	Iron Sword Enterprises, LLC Prime Contractor	N/A		X	N/A

**Part II- For HUD Internal Processing Only**

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

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

Previous editions are obsolete

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## 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.

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

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

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

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

**Routine Use:** The information collected by this form will not be otherwise disclosed outside of HUD, except to public agencies and private sector sources for automated processing of your records and for requesting information about you for participant approval; to appropriate agencies, entities, and persons when it is reasonably necessary to mitigate a breach or related incident; to Federal, state and/or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions or for other inquiries.

**Disclosure:** Providing the information is voluntary. You must provide all information requested in this application, including your SSN. Without prior approval or information, a controlling participant may not participate in a proposed or existing multifamily or healthcare project.

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

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**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.

 \_\_\_\_\_  
Name **Greg Louks**

\_\_\_\_\_  
President & CEO  
Title

\_\_\_\_\_  
5-7-2026  
Date

## D.1

### SPECIAL CONDITIONS:

SC-01 Scope of Work: The work covered by these specifications shall include the furnishing of all plant labor, equipment, appliances, and materials and the performing of all operations complete in strict accordance with the specifications and the applicable drawings.

SC-02 Visit to Site:

- a. Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions as they exist so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under his contract. Bidders shall also thoroughly examine and be familiar with the requirements of the detailed specifications. The failure or omission of any bidder to receive or examine any form, Instrument, or Documents or to visit the site and acquaint himself with the conditions there existing will not relieve any bidder from any obligation with respect to his bid.
- b. Before any of the work within the scope of the contract is begun, the Contractor shall confer with the Local Authority and agree on a sequence of procedure, means of access to the buildings and space for temporary storage or materials and equipment.
- c. Bidders may visit the site on the day of the Pre-bid meeting. The Housing Authority's facility shall also be open for site visits 9:00 a.m. until 4:00 p.m. Please call the Administrative Office prior to coming.

SC-03 Time and Manner:

- a. Time is an essential consideration of the contract and work shall commence at the project site within thirty (30) days after signature of contract and progress with a proper and sufficient force of workmen and ample supply of materials (to the satisfaction of the Engineer and PHA) to complete the work at the earliest possible date and not later than the date set forth in the time schedule.
- b. All work shall be performed as expeditiously as possible and in manner not to interfere with the operations of the PHA or the tenants living there. The Contractor shall conduct his work in a manner not to obstruct the passage of the Local Authority's personnel or tenants to or from any part of the site.
- c. The Contractor shall exercise extreme care at all times to maintain cleanliness in his operations, avoid fire and accident hazards and remove all debris promptly at the end of each days work. It shall be the Contractor's responsibility to keep the premises clean of construction dirt, dust, and debris and to maintain conditions entirely acceptable to the PHA at all times. **On a daily basis this requirement will be rigidly enforced.** Upon completion of the work specified, all debris, equipment, and unused materials provided for the work shall be removed from the sites and the premises shall be cleaned to the satisfaction of the A/E & PHA.

SC-04 Contract Documents:

- a. Specifications: The specifications consist of four (4) parts as follows:

General Conditions of the Contract for Construction  
General Requirements  
Special Conditions  
Technical Requirements

All parts shall be consulted and complied within the performance of the work described therein.

- b. Contract Drawings: Refer to Page TOC-1 for this Information.

SC-05 Correspondence: The Contractor shall send all copies of correspondence concerning any matter of a contractual and technical nature to the PHA and A/E.

SC-06 Conditions:

- a. Adequate notice must be filed with the Building Department prior to commencing work at any building. Scheduling of contract work will be the joint responsibility of the A/E & PHA at the project and the Contractor. Any and all permit fees are the contractor's cost and shall be included in the bid proposal.
- b. The Contractor scheduling operations shall be closely coordinated with the PHA/A/E prior to construction start.
- c. Operations affecting other construction work and installation at the site shall be conducted with care not to damage work and equipment in places; and all work damaged by such operation shall be replaced or rectified promptly without additional expense to the PHA.
- d. The Contractor shall provide adequate protection for all parts of the project site, and its contents wherever work under this contract is performed.
- e. Unless otherwise required by the specifications, new work in extension of existing work shall correspond in all respect with that to which it connects, or to similar existing work.
- f. Existing work shall be cut, drilled, altered, removed, or temporarily removed and replaced as necessary for the performance of the contract. However, unless otherwise provided by the specifications, no structural members shall be cut or altered without authorization of the Engineer.

SC-07 Time for Completion: Refer to Schedule D-1 at the end of this Section.

SC-08 Liquidated Damages: As actual damages for any delay in completion are impossible of determination, the Contractor and his sureties shall be liable for, and shall pay to the Local Housing Authority the sums hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted.

**FIVE HUNDRED (\$500.00) DOLLARS PER CALENDAR DAY**

The liquidated damage provision contained in this contract shall not be the exclusive damage remedy available to the PHA for breach or default hereof; and the parties hereto agree that the PHA shall, in its discretion, additionally have the right to assert and claim any real or actual damages which may be sustained by it.

In addition to liquidated damages, be advised that in the event of late performance of this contract, the Authority reserves the right to consider any unjustified delay beyond the specified contract completion date, as a bearing on your responsibility to perform future contract for the Authority.

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

SC-09 Bid Price:

- a. Prices are net for items furnished and installed in place and include all costs for labor and material, equipment, taxes, insurance, overhead, and profit. Authority is tax exempt and will provide certificate to successful bidder.
- b. The Local Housing Authority reserves the right to add or deduct items of work in connection with the project covered by the plans and specifications.

SC-10 Tenant Employment:

- a. The Contractor will be required to undertake an affirmative and aggressive employment policy to afford a preferential hiring procedure to tenants on all jobs and training opportunities generated by this contract. If he has collective bargaining agreements with labor organizations, he must submit evidence that the said labor organizations are aware of and approve of the hiring procedures stated above.
- b. A list of potential tenant employees will be provided to the Contractor by the Housing Authority. The Contractor agrees to select from this list the tenants to be employed as a condition to this contract at a ratio of at least one (1) tenant to every twelve (12) employees. However, if there are less than twelve (12) employees, then one (1) tenant must be hired after the eighth (8) employee.
- c. All tenants employed as laborers, trainees, apprentices, and mechanics by the contractor or his sub-contractor shall be paid wages at rates not less than those prevailing on similar construction in this locality, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 US 276a-276a5).

SC-11 No Section:

SC-12 General Guarantee: Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the PHA shall constitute an acceptance of work not done in accordance with the contract documents or relieve the

Contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The PHA will give notice of observed defects within reasonable promptness.

SC-13 Affirmative Action Plan (AAP): Attached is an Affirmative Action Plan required by the Housing Authority to which all bidders must respond, (if bid is greater than \$10,000). This plan has been approved by the Department of Housing and Urban Development (HUD). A Contractor may submit an alternate plan, however, this must be approved by HUD before being accepted by the Housing Authority. Any modifications by HUD to an alternate plan must be carried out by the Contractor. Any minority tenant hired under Section SC-10 - Tenant Employment - may be applied to meet the requirements of the Affirmative Action Plan. Any bid submitted without an Affirmative Action Plan may be disqualified.

SC-14 Job Offices (if applicable):

- a. The Contractor and his sub-contractors may maintain such office and storage facilities on the site as may be necessary in the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The A/E and PHA shall be consulted with regard to locations.
- b. Upon completion of the project, or as directed by the PHA or A/E, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the premises in the condition required by the contract.

SC-15 Minimum Rates of Pay: See Section C-2 for prevailing wage rates.

SC-16 No Section:

SC-17 Buy American:

- a. Comply with HUD requirements and use only iron, steel and manufactured goods produced in the United States. All products must be American made/assembled in the USA and all contractors and businesses must be registered and American.
- b. Contractor shall provide certification regarding this item.

SC-18 Amendments to General Conditions:

- a. Permits and Codes: The Contractor prior to submitting a bid, shall inquire as to the number and amount of permits required for the execution of the contract. The Contractor shall pay for the cost of all permits and include in his bid price.

SC-19 Work During Authority Holidays: The Contractor shall not be allowed to work on PHA holidays unless the following conditions are met:

- a. Prior approval is granted by the PHA. It is at the sole discretion of the Authority whether to allow work to be conducted.

- b. No work is to be covered up. Prior to concealing or otherwise making it impossible to view work performed, the Contractor shall arrange for an inspection by the Architect. Work not so inspected and approved shall be cause for the PHA to require that the work be exposed and examined at the sole cost of the Contractor. Unacceptable and/or non-complying work shall be removed, repaired, restored, or replaced as required by the PHA at the Contractor's expense.

Temporary protection of work which must remain exposed shall be in accordance with the specification. In no case shall work be left unprotected which may be a threat to the health and safety of the public.

- c. Reimbursement of the PHA's inspection costs. If the PHA deems it necessary or if requested by the Contractor, the PHA may provide full-time inspection services on a holiday. The cost for these services shall be reimbursed by the Contractor.

SC-20 Work Week: The PHA's regular work week is from Monday to Friday. The hours of work are from 8:00 a.m. to 6:00 p.m. The Contractor shall conform to this schedule unless written permission is given by the PHA to deviate from this schedule.

SC-21 Minority Business Enterprise (MBE) Requirements:

- a. Executive Order 123432 of July 14, 1983 entitled, "Minority Business Development" is intended to assure the participation of minority owned businesses in HUD funded programs and to fulfill objectives for minority business involvement in Federally funded projects.
- b. A "Minority Business Enterprise" means a business enterprise that is 51% or more owned, controlled, and actively operated by one or more persons who are classified as a part of a socially and economically disadvantaged group. Such socially disadvantaged persons include, but are not limited to Blacks, American Indians, or Alaskan Natives, Hispanics, and Asian or Pacific Islanders.
- c. All Contractors having contracts with the PHA for supplying labor and/or materials/supplies will be required to have Minority Business Enterprises providing twenty (20%) percent of the dollar value of the contract.
- d. In submitting a bid, the Contractor must certify that he will comply with the above requirements. This shall include submission of an affidavit (attached) which will be properly executed by the Contractor. Failure to provide the affidavit will be considered substantive and will be cause for the Contractor's bid to be rejected.
- e. The PHA will require that the Contractor provide evidence that the Minority Business Enterprise requirements are being met during the duration of the contract.
- f. In the event the PHA determines the Contractor is not in compliance, or that the condition appears to be developing, the PHA shall then take steps necessary to correct the situation in order to be in compliance.
- g. The above referenced MBE requirements are considered to be integral and substantive portions of this contract in the same fashion as all other substantive portions of this contract, and breach or non-compliance therewith will result in a breach and/or default of the contract, with imposition of any and all sanctions provided for herein as may be appropriate in the discretion of the PHA.

SC-22 Maintenance Bond: One (1) year required.

SC-23 Insurance:

- a. Refer to "General Conditions" Section 36 - Insurance.



SC-24 Substitutions: When a product or material is specified by name, as noted in these specifications, such specifications establishes the standard type and quality considered most satisfactory for the particular purpose in the building and the proposal therefore should be based thereon, so that all bid under the same conditions. Another product or material of the same type and to meet the requirements may be submitted for consideration as a substitute only under the following conditions:

- a. Bidder must prove equivalence of substitution and furnish detailed specifications and catalog cuts or drawings. Failure to identify exceptions or deviations from equipment specified must be interpreted to indicate that the product offered complies with the specification in every respect. As approved by the Architect.

SC-25 Section Three (3) Clause:

- a. The work to be performed under this contract is subject to the requirement of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspensions from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

  
\_\_\_\_\_  
Greg Louks  
Signature of Company Officer  
\_\_\_\_\_  
President & CEO  
Title  
 Ben Baker, Vice President  
\_\_\_\_\_  
Signature of Company EEO Representative



A Service Disabled Veteran Owned Business

2359 Route 300  
 Wallkill, NY 12589  
 P 845 863 1788  
 F 845 863.1789

07 May 2026

**RE: Reference List for Iron Sword Enterprises, LLC**

Iron Sword Enterprises, LLC has the following elevator-specific projects and can provide further references upon request for both Iron Sword and its key subcontractors.

Iron Sword and the same key elevator subcontractor also have an elevator modernization project for SUNY Ulster near Kingston that is scheduled to begin this Fall.

Agency/Owner <b>Poughkeepsie CSD / Poughkeepsie Middle School</b>		Award Date <b>Dec-2023</b>	Contract Amount <b>\$881k</b>	Date Completed <b>Aug-2024</b>
Agency/Owner Contact Person <b>Marcos Rodriguez - Facilities Manager, Poughkeepsie CSD</b>		Telephone No. <b>(845) 451-4996</b>	Designer Architect and /or Design Engineer <b>CPL Architecture &amp; Engineering</b>	
Contract No. <b>SED 13-15-00-01-0-015-024</b>	Contact Email <b>mrodriguez@poughkeepsieschools.org</b>	Project Title & Scope <b>Poughkeepsie Middle School Elevator Modernization (Single Prime in cl. MEPs) - Wicks-Exempt Contract to rehab/modernize existing traction passenger elevator at the Middle School including updates to finishes, plumbing, HVAC, and electrical/fire alarm.</b>		
Agency/Owner <b>City of Yonkers / Will Library</b>		Award Date <b>Oct-2022</b>	Contract Amount <b>\$689k</b>	Date Completed <b>Dec-2023</b>
Agency/Owner Contact Person <b>Carlos DeJesus - Senior Development Project Manager</b>		Telephone No. <b>(914) 377-6210</b>	Designer Architect and /or Design Engineer <b>Greenman-Pedersen, Inc.</b>	
Contract No. <b>IFB-6840 / 2023-00000389</b>	Contact Email <b>carlos.dejesus@yonkersny.gov</b>	Project Title & Scope <b>Will Library Elevator Replacement (Single Prime incl. MEPs) - Wicks-Exempt Contract to rehab/modernize existing hydraulic passenger elevator that served the library, provide minor changes to finishes in the elevator lobbies, a complete rework of the elevator pit and shaft, and extensive electrical/fire alarm changes. Minor plumbing, sprinkler, and HVAC scopes were also included.</b>		



**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

\*\*\*\*\* 271195727  
AMSURE  
PO BOX 336  
SARATOGA SPRINGS NY 12866



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> IRON SWORD ENTERPRISES LLC 2359 NYS ROUTE 300 WALLKILL NY 12589		<b>CERTIFICATE HOLDER</b> PEEKSKILL HOUSING AUTHORITY 807 MAIN STREET PEEKSKILL NY 10566	
<b>POLICY NUMBER</b> A2103 823-7	<b>CERTIFICATE NUMBER</b> 131036	<b>POLICY PERIOD</b> 06/13/2025 TO 06/13/2026	<b>DATE</b> 5/4/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2103 823-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS POLICY AFFORDS COVERAGE TO THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

GREG LOUKS  
MEMBER OF  
IRON SWORD ENTERPRISES LLC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 28677171

**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

IRON SWORD ENTERPRISES, LLC  
2359 State Route 300  
Walkkill, New York 12589  
Phone Number: 8458631788  
Registration Number: 24-64E6B-CR  
Date of Issue: 2024-12-31  
Expiration Date: 2026-12-31

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

A handwritten signature in cursive script that reads "Roberta Reardon".

Roberta Reardon  
Commissioner  
New York State Department of  
Labor

