

**BID DOCUMENT SUBMISSION CHECKLIST**

**HOUSING AUTHORITY OF THE CITY OF BAYONNE**

Concrete and Curb Replacement As Needed At Various Sites  
(Name of Construction Project)

\_\_\_\_\_  
(Project or Bid Number)

**PLEASE SUBMIT ORIGINAL AND THREE (3) COPIES OF BID DOCUMENTS**

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)**

Required with  
Submission of Bid  
(Owner's checkmarks)

Initial Each Item  
Submitted with Bid  
(Bidder's initials)

\_\_\_\_\_ A bid guarantee as required by N.J.S.A. 40A: 11-21

\_\_\_\_\_ 

\_\_\_\_\_ A certificate from a surety company, pursuant to  
N.J.S.A. 40A: 11-22

\_\_\_\_\_ 

\_\_\_\_\_ A statement of corporate ownership, pursuant to  
N.J.S.A. 52:25-24.2

\_\_\_\_\_ 

\_\_\_\_\_ A listing of subcontractors, as required by  
N.J.S.A. 40A: 11-16

\_\_\_\_\_ 

\_\_\_\_\_ If applicable, bidder's acknowledgement of receipt  
any notice (s) or revision (s) or addenda to an  
advertisement, specifications or bid document (s)

\_\_\_\_\_ 

**B. Failure to submit the following documents may be cause for the bid to be rejected (N.J.S.A. 40A: 11-23.1b)**

Required With  
Submission of Bid  
(Owner's checkmarks)

Initial each Item  
Submitted with Bid  
(Bidder's initials)

\_\_\_\_\_ Bid document submission checklist

\_\_\_\_\_ 

\_\_\_\_\_ A Bid Form

\_\_\_\_\_ 

\_\_\_\_\_ A previous participation certificate (HUD 2530)

\_\_\_\_\_ 

\_\_\_\_\_ Business Registration Certificate or Certificate and Registration  
for Individuals, pursuant to N.J.S.A. 40A: 11-16 and 52:32-44 for  
both the bidder and all Subcontractors required to be listed in this  
Bid, as referenced above and as required by N.J.S.A. 40A: 11-16

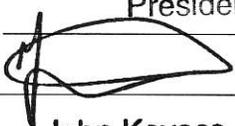
\_\_\_\_\_ 

- \_\_\_\_\_ A performance and payment bond (certificate from a surety company, if your bid is accepted, they will furnish the performance bond) 
- \_\_\_\_\_ Representations, certifications and other statements of bidders (HUD 5369-A) 
- \_\_\_\_\_ Non-collusive affidavit (must be notarized) 
- \_\_\_\_\_ Bidder's affidavit 
- \_\_\_\_\_ Qualifications questionnaire 
- \_\_\_\_\_ Contracts completed in the last five years 
- \_\_\_\_\_ Status of contracts in hand 
- \_\_\_\_\_ Statement of Compliance 
- \_\_\_\_\_ Affidavit for affirmative action plan (must be notarized) 
- \_\_\_\_\_ Voluntary act and deed acknowledgment 

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

DIAMOND CONSTRUCTION

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

By Authorized Representative:  **President John Kovacs**

Signature: \_\_\_\_\_

Printed Name and Title: **John Kovacs President**

Date: **JUN 14 2024**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	JAK CONSTRUCTION CORPORATION
<b>Trade Name:</b>	DIAMOND CONSTRUCTION
<b>Address:</b>	35 BEAVERSON BLVD SUITE 12 C BRICK, NJ 08723
<b>Certificate Number:</b>	0078750
<b>Effective Date:</b>	October 31, 1990
<b>Date of Issuance:</b>	January 25, 2018

**For Office Use Only:**  
20180125151856889

Certificate Number  
69394

Registration Date: 03/08/2024  
Expiration Date: 03/07/2026



# State of New Jersey

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

### Public Works Contractor Registration Act

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

Responsible Representative(s):  
John Kovacs, President

Diamond Construction  
**2024**

A stylized signature of Robert Asaro-Angelo in black ink on a textured background.

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

NON TRANSFERABLE

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

**BID FORM**

**Concrete And Curb Replacement As Needed At Various Sites**  
DIAMOND CONSTRUCTION

BIDDER'S NAME: \_\_\_\_\_

ADDRESS: DIAMOND CONSTRUCTION  
35 BEAVERSON BLVD, SUITE 120  
BRICK, NJ 08723

TELEPHONE NO.: 732-262-7449 FAX NO.: 732-262-7795

E-MAIL ADDRESS: JohnDiamondConstruction@yahoo.com  
TO: JohnDiamondConstruction@yahoo.com  
HOUSING AUTHORITY OF THE CITY OF BAYONNE  
(the "AUTHORITY")

ADDRESS: 549 Avenue A P.O. Box 277  
Bayonne, New Jersey 07002

TELEPHONE NO. : 201-339-8700 FASCIMILE NO: 201 436-0995

ATTENTION: Mr. John T. Mahon EXECUTIVE DIRECTOR

Pursuant to and in accordance with your Advertisement for Bids for work at these designated locations, and in accordance with the Instructions for Bidder's relating thereto, the undersigned hereby agrees to furnish all labor, materials, supplies, equipment, and other facilities necessary or proper for, or incidental to, or as required by the bid materials prepared by the Housing Authority of the City of Bayonne and dated 2024, along with all other addenda issued and mailed to the undersigned prior to the date of opening of bids.

It is hereby certified that the undersigned is the only person interested in this bid as Principal, and that the bid is made without collusion with any person, firm, or corporation.

**TOTAL LUMP SUM SINGLE CONTRACT BID:**

The bid is based on the cost per square foot of surface prepped, primed and painted as described in the technical specifications, and the cost per square foot of plaster repairs. Payment to the contractor will be based on the total square footage completed and deemed acceptable by the Authority.

**Bid Price Calculation:** (Insert prices, one for Sidewalk repairs and one for Curb Replacement then multiply

for total cost) Job	Max. sq. ft.	Cost per sq. ft.	Total cost per job
Sidewalk-----	15,000 sq. ft. x	<u>14</u> per sq. ft.	<u>210,000</u>
Curbing-----	250 Linear. x	<u>10</u> per sq. ft.	<u>2,500</u>
(Combine both totals for a final bid price)			<u>212,500</u>

Two Hundred Twelve Thousand Five Hundred

For the sum of: (words) \_\_\_\_\_ dollars \$(numbers) 121,165 & 00/100  
All blank spaces for total bid prices must be filled in, or typewritten, in both words and figures. This total bid price must be the same here and the total shown immediately above as the sum of the Bid Price Calculation.

In submitting this bid, it is agreed:

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

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

Addendum Number	Dated
<i>NONE</i>	

In submitting this bid, I have attached the following:

1. Letter from my surety company stating that it will provide bidder with Performance Bond called for in the Project Manual.
2. Bid Guarantee in the form of a Certified Check or Bid Bond in the following amount: for contracts up to \$200,000 the bid guarantee amount shall be 10%; for contracts from \$200,010 to \$400,000 the bid guarantee shall be \$20,000; for contracts over \$400,000 the bid guarantee shall be 5%.
3. Statement of Bidder's Qualifications.
4. Non-Collusive Affidavit.
5. Disclosure Statement of Ownership.
6. Affidavit for Affirmative Action Plan.
7. Bidder's Affidavit.
8. Qualification Questionnaire.
9. Previous Participation Certification.
10. Voluntary Act and Deed Acknowledgement.
11. Subcontractor Certificates.
12. Other submittals required elsewhere in the Project Manual.

DIAMOND CONSTRUCTION

It is agreed that the Authority shall be permitted to accept this bid within the period stipulated in the Project Manual without further cost to the Authority. It is further agreed that Authority in not bound to accept the lowest bid of any submitted.

It is agreed that the successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he had received notice of the acceptance of his bid, shall forfeit to the Housing Authority, as liquidated damages for such failure or refusal, the security deposit with his bid. In addition, the Contractor shall submit the consent of surety from a surety listed in the most recent publication of the Department of Treasury Circular No. 570.

In as much as the exact amount of damage and loss to the Authority which will result from failure of the contractor to complete the work within the time herein specified is difficult to ascertain, the damages for delay in case of such failure on the part of the Contractor shall be liquidated in the amount called for in the Project Manual for each consecutive calendar day (Sunday and Holidays included) by which the Contractor shall fail to substantially, complete the work under this Contract in accordance with the provisions hereof, and such liquidated damages shall be deductible from any funds due the Contractor under this Contract.

NOTE: If the bid is made by a corporation, it shall be signed by the President or other authorized officer and attach the corporate seal to be attested by the Secretary.

Submitted by: John Kovacs President DIAMOND CONSTRUCTION  
Legal Name of Corporation

Address: DIAMOND CONSTRUCTION  
35 BEAVERSON BLVD, SUITE 120

Telephone: BRICK, NJ 08723 732-262-7449 Facsimile 732-262-7795

E-Mail: Johndiamondconstruction@yahoo.com

Name of State of Incorporation: NEW JERSEY

Signed By: [Signature] Title President

Attest: John Kovacs President (Place Corporate Seal Here)

Date: JUN 14 2024

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

Submitted by: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signed By: \_\_\_\_\_ Title \_\_\_\_\_  
Signature of Owner or Partner

\_\_\_\_\_  
Signature of Owner or Partner Title \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Authorized Signature - Date



John Kovacs

President

2. By submittal of a bid, Contractor represents that he has visited the Project Site (s) and has familiarized himself with the job conditions by means of inspection and examination of the work area.
3. Contractor shall provide 100% Insurance of Performance and Payment Bond, from a U.S. approved surety duly licensed in the State of New Jersey. If at any time the Authority, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the Performance or Payment Bonds, the contractor shall, within five (5) days after notice from the Authority, substitute acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be acceptable to the Authority. The premiums on such bond(s) shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Authority.
4. Contractor shall provide proof of complete comprehensive and liability insurance.
5. The Housing Authority hereby represents that the conditions of the locations for which service are required at the time of the Bidder's inspection may be altered or changed. It is the responsibility of the Bidder to make himself aware of any changes in the job conditions.
6. In submitting this bid, the bidder understands that the right is reserved by the Housing Authority to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
7. The Housing Authority reserves the right to award or not to award a contract in the Housing Authority's best interest.
8. The Housing Authority reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Authority that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional bids will not be accepted.
9. Attached is a Statement of Bidder's Qualifications properly executed.
10. Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the Contract for which his bid is submitted.
11. Attached hereto is Form HUD-2530, which shall be completed, signed and submitted with this bid. Submit one original only.
12. Attached hereto is Form HUD 5369-A, which shall be completed, signed and submitted with this bid. Submit one original only.
13. Attached hereto are a Voluntary Act and Deed Acknowledgement by the Secretary of the Bidder which must be completed, executed, notarized and submitted together with this bid. The successful bidder's acknowledgement shall be incorporated into the Contract at the time of award. Submittal of this acknowledgement is a prerequisite to the validity of this bid.
14. The bidder represents that he  has, (  has not participated in a previous contract or subcontract subject to either the Equal Opportunity Clause herein or the clause originally contained in Section 201 of Executive Order No. 11114; that he  has, (  has not, filed all required compliance reports, and that representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontracts.
15. The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit any of his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not

permit any of his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract, resulting from his acceptance of the bid. As used in this certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

16. The undersigned Bidder hereby agrees that if this bid shall be accepted by the Housing Authority and the Undersigned shall fail to execute and deliver the Contract and performance bonds in accordance with the requirements of the Instructions to Bidders, then the undersigned shall be deemed to have abandoned the Contract and thereupon the Bid and its acceptance shall be null and void and the Housing Authority may be entitled to the amount of the certified check, cashier's check, or bid bond as damages, otherwise said certified check, cashier's check or bid bond shall be returned to the undersigned.
17. This bid is accompanied by a certified check \$ \_\_\_\_\_, cashier's check \$ \_\_\_\_\_, or Bid Bond \$ \_\_\_\_\_, to the order of the Housing Authority in an amount as follows: for contracts up to \$200,000 the bid guarantee amount shall be 10%; for contracts from \$200,001 to \$400,000 the bid guarantee shall be \$20,000; for contracts over \$400,000 the bid guarantee shall be 5%. Any surety company used for the purpose of issuing a bid or performance and payment bond must be approved to act as on bonds securing government contracts issued by the U.S. Treasury Circular No. 570, as published annually in the Federal Register.
18. CONTRACT PERIOD The work shall commence at the time stipulated and shall be fully completed within the terms of the specifications. Contract period shall be from June 1, 2024 to May 31, 2025 with an option to extend for an additional one year period at the Housing Authority's discretion.
19. ALTERNATIVE DISPUTE RESOLUTION In submitting this bid, the bidder acknowledges that, pursuant to N.J.S.A. 40A:11-50 (P.L. 1997, c.371), the contract documents contain provisions for an alternative dispute resolution ("ADR") procedure, set forth and defined, in its entirety, in Paragraph 31, entitled "Disputes" of the General Conditions of the Contract, as amended by the Special Conditions of the Contract, incorporated herein by reference, which procedure conforms to the industry standards, and which must be utilized to attempt to resolve disputes arising under the contract prior to such disputes being submitted to a court for adjudication. Any such dispute shall be settled by mediation, as that term is defined in the Special Conditions, pursuant to the Mediation Rules of the Housing Authority (the "Mediation Rules"). The Contractor, as the successful bidder, agrees to mediation pursuant to the Mediation Rules, currently in effect, on file with the Housing Authority and available upon request. The cost of Mediation shall be paid entirely by the Contractor. Nothing in this section shall prevent the contracting unit/officer from seeking injunctive or declaratory relief in court at any time. When a dispute concerns more than one contract, a construction contract and a related contract involving design, architecture, management, or engineering, or when more than one dispute of a similar nature arises under a construction, all interested parties may be included in the ADR proceeding, at the request of one of the contracting parties, unless determined to be inappropriate by the person appointed to resolve the dispute. The term "construction contract" includes contracts for construction, or its related architecture, engineering, or construction management. The ADR shall not apply to disputes concerning the bid solicitation or award process or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A. 40A:11-1 et seq.
20. CONTRACTOR'S EXPERIENCE The contractor shall be State licensed contractor and shall be totally familiar with all the procedures and materials. The Contractor shall provide written documentation of previous experience. The Housing Authority may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Authority all such information and data for this purpose as the Authority may request, including but not limited to, his previous experience in performing comparable work, his business and technical organizations, and financial resources.

- 21. BUSINESS REGISTRATION CERTIFICATE At the time of the bid, the bidder should submit a certification that the bidder has complied with the business registration provisions of N.J.S.A. 52:32-44 and N.J.S.A. and N.J.S.A. 40A: 11-23.2, and, in particular, that the bidder has either: (a) obtained a Business Registration Certificate from the State of New Jersey, Department of Treasury and has attached a true copy of the said Certification; or (b) obtained a Certificate of Registration for Individuals Contracting with Public Agencies from the State of New Jersey, Department of the Treasury and has attached a true copy of the said Certificate to the Certification. Failure to submit this form and its accompanying documents could result in rejection of the bid. However, pursuant to N.J.S.A. 40A: 11-23.2 and N.J.S.A. 52:32-44 (1) (b), both as recently amended in January, 2010 by P.L. 2009, c.315 the Authority, at its sole option and discretion, can determine that the Contractor to be the lowest responsible bidder can provide the Business Registration Certificate to the Authority subsequent to the bidding process, but prior to the time a contract is executed.
- 22. LICENSED SUBCONTRACTORS At the time of the bid, the bidder should submit a certificate, which lists subcontractors for the furnishing of plumbing, gas fitting heating/ventilation/air conditioning, electrical, structural steel and ornamental iron work. Said certificate shall identify the scope of work for which each listed subcontractor for the above referenced trades has submitted a price quote and for which the bidder has agreed to award to each subcontractor should the bidder be awarded the contact. Said certificate shall also include for each subcontractor named thereon: (a) the subcontractor name; (b) address; (c) telephone number; (d) New Jersey license number (if applicable); and (e) name of licensee (if applicable). Failure to submit this form and its accompanying documents will result in rejection of the bid. In addition, at the time of bid, the bidder should submit a copy of the Business registration Certificate and enter on the subcontractor certificate the number of such certificate for each subcontractor required to be listed as a subcontractor. However, pursuant the revisions in law described in paragraph 21 above, the Authority, as its sole option and discretion, can determine that the Contractor determined to be the lowest responsible bidder can provide the Business Registration Certificate of any subcontractor required to be listed to the Authority subsequent to the bidding process, but prior to the time a Contract is executed with the Contractor.
- 23. TAX EXEMPTION Bidders are to take note that the Housing Authority is an exempt organization under the provisions of the New Jersey State Sales and Use Tax and the payment of sales taxes are not required.
- 24. GUARANTEE OF WORK The Contractor shall guarantee ail work and materials under this contract to be free from defects in workmanship or materials except for normal wear and tear for a period of one (1) year from the date of completion and acceptance by the Authority and agrees to replace any such defects at no charge to the Authority during that period. The Contractor agrees to furnish a surety corporation bond in the amount of five (5) percent of the paid contract price to insure the one (1) year guarantee obligations prior to final payment.

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

Date: JUN 14 2024

  
Signature  
**John Kovacs**

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

**President**  
Title: \_\_\_\_\_

Official Address:

DIAMOND CONSTRUCTION—  
35 BEAVERSON BLVD, SUITE 120  
BRICK, NJ 08723

 732-262-7449

Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 05/31/2019)

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

US Department of Agriculture  
Farmers Home Administration

N/A

**Part I to be completed by Controlling Participant of Covered Projects**  
*(See instructions)*

**For HUD HQ/FmHA use only**

Reason for submission:		2. Project Name, Project Number, City and Zip Code	
1. Agency name and City where the application is filed		5. Section of Act	
3. Loan or Contract amount \$	4. Number of Units or Beds	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 organization chart for all organizations**

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The controlling participant(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) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The controlling participant(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
  - There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
  - 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);
  - 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;
  - 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;
  - All the names of the controlling participants who propose to participate in this project are listed above.
- All the names 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.
- 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.
- 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.
- None of the controlling participants with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- 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.
- Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

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

Previous editions are obsolete

Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 05/31/2019)

N/A

**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 multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. 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

**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	<input type="checkbox"/> Approved <input type="checkbox"/> Yes <input type="checkbox"/> No
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

ref 24 CFR 200 Subpart H Form HUD-2530 (10/2016)

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

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. part 200, subpart H, 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. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

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 with a certified report of all previous participation in HUD programs by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all controlling participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or 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 200.212, and as further clarified by the Processing Guide referenced in 24 CFR 200.210(b) and made available on the HUD website at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/mfh/prevparticipation](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation).

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

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or 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.

**Specific Line Instructions** are set forth in the Processing Guide.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) 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.

**Public reporting burden** for this collection of information is estimated to average 1 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.

**BIDDER'S STATEMENT OF OWNERSHIP**

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

**PART I**—If the bidder is a corporation:

Name of Corporation DIAMOND CONSTRUCTION  
State of Incorporation NEW JERSEY  
Date of Incorporation 7/20/1990

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

NAMES	ADDRESS
<u>John Kovacs 100970</u>	<u>John A Kovacs 125 Old Orchard Rd E Toms River NJ 08755</u>
_____	_____

**PART II**- If the bidder is a partnership:

Name of Partnership \_\_\_\_\_  
County in which certificate of Tradename is filed \_\_\_\_\_

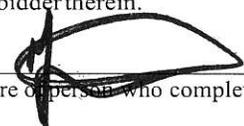
For those individuals \* who own 10 percent or more of the interest in the partnership:

NAMES	ADDRESS
_____	_____
_____	_____

**Part III**- If the bidder is a sole proprietorship:

\_\_\_\_\_ hereby certifies that I am the sole owner of  
\_\_\_\_\_, the bidder therein.

**John Kovacs  
President**

  
\_\_\_\_\_  
Signature of person who completed Part I, II or III above

\* If any of the individuals listed below is a partnership or corporation, a separate sheet should be attached giving the same information requested above for each such partnership or corporation. Similarly if any additional entry is a partnership or corporation, information must be provided to the level of ownership required to document ultimate ownership in the persons (not partnerships or corporations).

DIAMOND CONSTRUCTION

**BID BOND/GUARANTEE**

In accordance with N.J.S.A. 40A: 11-21, provide the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect. Moreover, letters of credit are not acceptable as bid guarantees.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
Jak Construction Corp. T/A Diamond Construction as Principal and \_\_\_\_\_

Bondex Insurance Company as SURETY are held and firmly bound unto the Housing Authority of the City of Bayonne, hereinafter called the "Local Authority", in the penal sum of 10% of the Amount Bid Not To Exceed \$20,000.00 % of the bid. <sup>Ten Percent of the Amount Bid Not to Exceed</sup> twenty thousand and 00/100 Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the accompany bid, dated June 14, 2024, for Concrete and Curb Replacement as Needed at Various Bayonne Housing Authority Sites

**NOW THEREFORE**, if the principal shall not withdraw said bid within the period of sixty (60) days after 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 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 14th day of June, 2024, 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:



DIAMOND CONSTRUCTION  
35 BEAVERSON BLVD, SUITE 12C  
BRICK, NJ 08723 (Seal)

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

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

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

ATTEST:

Jak Construction Corp. T/A Diamond Construction  
(Corporate Principal)

(Affix  
Corporate  
Seal)

35 Beaverson Blvd, Ste 12C  
Brick, NJ 08723  
(Business Address)

\_\_\_\_\_  
**President**  
**John Kovacs**  
By: \_\_\_\_\_

Attest  
\_\_\_\_\_  
Destiny Perez, (Witness)

\_\_\_\_\_  
Bondex Insurance Company  
(Corporate Surety)

(Affix  
Corporate  
Seal)

By: \_\_\_\_\_  
Philip S. Tobey, Attorney-in-Fact

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

SEE ATTACHED  
BID BOND &  
CONSENT OF SURETY

**BID BOND/GUARANTEE**

In accordance with N.J.S.A. 40A: 11-21, provide the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect. Moreover, letters of credit are not acceptable as bid guarantees.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_ as Principal and \_\_\_\_\_

\_\_\_\_\_ as SURETY are held and firmly bound unto the Housing Authority of the City of Bayonne, hereinafter called the "Local Authority", in the penal sum of \_\_\_\_\_% of the bid. \_\_\_\_\_ Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the accompany bid, dated \_\_\_\_\_, for  
\_\_\_\_\_

**NOW THEREFORE**, if the principal shall not withdraw said bid within the period of sixty (60) days after 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 time specified, if the Principal shall pay the Local Authority the difference between the amount specified in said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

SEE ATTACHED  
BID BOND &  
CONSENT OF SURETY

In the presence of:

\_\_\_\_\_(Seal)

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

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

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

ATTEST:

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

(Affix  
Corporate  
Seal)

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

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

\_\_\_\_\_  
Attest

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

(Affix  
Corporate  
Seal)

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

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

**FORM OF CONSENT OF SURETY**

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

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

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

Jak Construction Corp. T/A Diamond Construction a surety bond for the financial performance of any and all provisions contained in the specifications and contract. The maximum amount that we will be surety for Housing Authority of the City of Bayonne is  
Amount Bid

Bondex Insurance Company

Surety Company of Agent

Philip S. Tobey, Attorney-in-Fact

Attest:

Secretary  
Destiny Perez , (Witness)

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

Jak Construction Corp. T/A Diamond Construction  
Name of Bidder

By: John Kovacs

President

Title

IMPORANT: THIS FORM MUST BE EXECUTED BY SURETY AND BIDDER. SUBMISSION OF A CERTIFIED CHECK TO FULFILL THE BID SECURITY REQUIREMENTS DOES NOT RELIEVE THE BIDDER FROM SUBMISSION OF THIS CONSENT OF SURETY BY A SURETY COMPANY LICENSED TO ISSUE SURETY BONDS IN THE STATE OF NEW JERSEY AND APPROVED IN THE U.S. TREASURY CIRCULAR NO.570.

# Bondex Insurance Company

**KNOW ALL MEN BY THESE PRESENTS:** That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having its principal office in Atlanta, County of Cobb, State of Georgia, does hereby appoint:

**Philip S. Tobey, Lionel D. Jorge, Jeffrey R. Bauman, and Megan C. Bauer**

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in nature thereof, issued in the course of its business and to bind the Company.

This Power of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.

*RESOLVED that the Chief Executive Officer, President, Vice President or Secretary, shall have the power and authority*

- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
- 2. To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

*RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed.*

IN WITNESS WHEREOF, **BONDEX INSURANCE COMPANY** has caused its seal to be affixed hereto and executed by its President on the 31st day of October, 2022.

**BONDEX INSURANCE COMPANY**

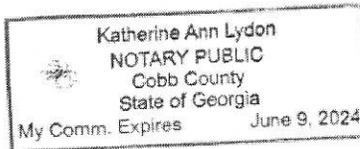
BY Antonio R. Barner  
Antonio R. Barner, President

State of GEORGIA  
County of COBB

### ACKNOWLEDGEMENT

On this 31st day of October, 2022, before me, a notary public, personally appeared Antonio R. Barner, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year fits written above,



BY Katherine Ann Lydon  
Name: Katherine Ann Lydon  
Notary Public

### CERTIFICATE

I, J. Stephen Berry, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

Signed and Sealed at Atlanta, Georgia this day of this **14th** day of **June**, **2024**.



BY J. Stephen Berry  
J. Stephen Berry, Secretary

**“WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

HOUSING AUTHORITY OF THE CITY OF BAYONNE

Concrete and Curb replacement As Needed At Various Sites  
(Name of Construction Project)

(Project or Bid Number)

In accordance with N.J. S. A. 40A: 11-23a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date or receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid. Moreover, you must provide the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

Title of Addendum/Revision

How Received

Date Received

NONE

(mail, fax,  
pick-up, etc.)

Acknowledgement by bidder:

Name of Bidder: DIAMOND CONSTRUCTION

By Authorized Representative:

Signature: 

Printed Name and Title: John Kovacs President

Date: JUN 14 2024

**FORM OF CONSENT OF SURETY**

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

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

\_\_\_\_\_

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

\_\_\_\_\_ a surety bond for the financial performance of any and all provisions contained in the specifications and contract. The maximum amount that we will be surety for \_\_\_\_\_ is

\_\_\_\_\_

\_\_\_\_\_  
Surety Company of Agent

Attest:

\_\_\_\_\_  
Secretary

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

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

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

\_\_\_\_\_  
Title

IMPORANT: THIS FORM MUST BE EXECUTED BY SURETY AND BIDDER. SUBMISSION OF A CERTIFIED CHECK TO FULFILL THE BID SECURITY REQUIREMENTS DOES NOT RELIEVE THE BIDDER FROM SUBMISSION OF THIS CONSENT OF SURETY BY A SURETY COMPANY LICENSED TO ISSUE SURETY BONDS IN THE STATE OF NEW JERSEY AND APPROVED IN THE U.S. TREASURY CIRCULAR N0.570.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_ as Principal and \_\_\_\_\_ as SURETIES are hereby held and firmly bound unto the Housing Authority of the City of Bayonne, New Jersey; in the penal sum of \_\_\_\_\_ dollars, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

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 \_\_\_\_\_, 2024 a contract with the Housing Authority of the City of Bayonne, New Jersey for \_\_\_\_\_

\_\_\_\_\_ with 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 subcontractors, material men, 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 subcontractor, material men, laborer, person, firm or corporation having just claim, as well as for the oblige herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of the obligation as herein stated.

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under the several seals this \_\_\_\_\_ day of \_\_\_\_\_ 2024 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)

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

\_\_\_\_\_  
(Individual Principal) (seal)

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

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

(Affix  
Corporate  
Seal)

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

\_\_\_\_\_ by \_\_\_\_\_

.ATTEST:

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

(Affix  
Corporate  
Seal)

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

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

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

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

### **Preparation of Performance and Payment Bond**

- (1) Individual sureties, partnerships; or corporations not in the surety business will not be acceptable.
- (2) The name of the Principal shall be shown exactly as it appears in the Contract
- (3) The penal sum shall be not less than the contract amount.
- (4) If the Principals are partners, or joint 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 shall be affixed following the corporate name.
- (6) The official character and authority of the persons executing the bond for the Principal, whether individual, partnership or corporation, shall be certified by individual partner or in the case of a corporation, by the secretary or assistant secretary therefore under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies. If a Corporation, President or Vice President should sign for same and Secretary of Corporation should attest to signature of signing officer.
- (7) The current power-of-attorney of the persons signing for the surety company must be attached to the bond.
- (8) The date of bond must not be prior to the date of contract.
- (9) The following information must be placed on the bond by the surety company:
  - (a) The rate of premium in dollars per thousand, and
  - (b) The total dollar amount of premium charged
- (10) The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
- (11) Type or print the name underneath each signature appearing in the bond.
- (12) An executed copy of the bond must be attached to each copy of the Contract ..(original Counterpart) intended for signing.
- (13) The Performance and Payment Bond is generally of the type that will be required, but it is subject to such modification in form as may be required by the Solicitor of the Local Authority.

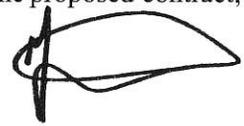
Form of Non-Collusive Affidavit

**AFFIDAVIT**  
(Prime Bidder)

State of NEW JERSEY  
County of OCEAN ) : SS

John Kovacs being first duly sworn, deposes and  
says: President

That he is \_\_\_\_\_ the  
(a partner or officer of the firm of, etc.)  
party making the foregoing proposal or bid, that such proposal or bid is genuine and not  
collusive or sham, that said bidder has not colluded, conspired, connived or agreed,  
directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from  
bidding and has not in any manner, directly or indirectly, sought by agreement or  
collusion, or communication or conference with any person, to fix the bid price of affiant  
or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that  
of any other bidder, or to secure any advantage against the HOUSING AUTHORITY OF  
THE CITY OF BAYONNE or any person interested in the proposed contract; and  
That all statements in said proposal or bid are true.

  
\_\_\_\_\_  
John Kovacs  
President

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

**JUN 14 2024**

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_,  
  
My commission expires 8/11/2024



BID No.

Housing Authority City of Bayonne

at

Bayonne, NJ

BIDDER'S AFFIDAVIT

[This Affidavit is part of the Proposal]

STATE OF NEW JERSEY)

COUNTY OF OCEAN  
(Fill In)

) :ss

John Kovacs

President

being duly sworn, deposes and says

that he resides at

John A Kovacs  
125 Old Orchard Rd E  
Toms River NJ 08755

that he is the

President

who signed the above Bid or \_\_\_\_\_ [Give

Title]

Proposal, that he was duly authorized to sign and that the proposal is the true offer of the Proposer, that the seal attached is the seal of the Proposer and that all the declarations and statements contained in the Proposal are true to the best of his knowledge and belief.

Subscribed and sworn to before me

at DIAMOND CONSTRUCTION

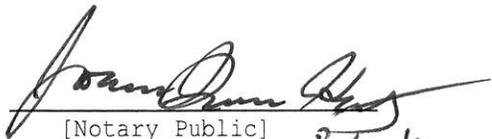
on this JUN 14 2024 day of \_\_\_\_\_



John Kovacs

President

Signature of Proposer [Seal)



[Notary Public]

My commission expires 8/11/2024

Qualifications Questionnaire

The Housing Authority of the City of Bayonne

Bid for: Concrete and Curb repairs as needed.

Name of Bidder: DIAMOND CONSTRUCTION  
DIAMOND CONSTRUCTION  
Address: 35 BEAVERSON BLVD, SUITE 120  
BRICK, NJ 08723

1. How many years have you been in the Construction business?  
34 years
2. How long has your company been in business?  
34 years
3. What type of equipment do you own that is available and intended for this project?  
WE OWN ALL NECESSARY EQUIPMENT  
FOR THE COMPLETION OF THIS PROJECT  
(
4. Have you ever failed to complete any work awarded to you? NO  
If yes explain.
5. Are you going to have the same Workers at all times, performing the work required? YES
6. How available are you, in case an issue comes up on site?  
OWNER WILL SURVEIL JOB SITE EVERY DAY.





AFFIRMATIVE ACTION AFFIDAVIT

Pursuant to the regulations promulgated by the Affirmative Action of the State of New Jersey in accordance with Laws of Public Law 1975, Chapter 127 and all its latest amendments stated in the Circulars of the Secretary of the Treasury of the State of New Jersey, as are included with these specifications, contractors furnishing goods or services to the Authority must agree, where applicable, to the following:

During the performance of this contract, the contractor agrees as follows:

1. To comply with all the regulations of Affirmative Action Laws of the State of New Jersey, Public Law 1975, Chapter 127.
2. To comply with all requirements stated in (N.J.A.C. 17:27) a memorandum entitled "Affirmative Action Requirements for Public Agencies in the Awarding of Contracts" (the "Memorandum").
3. To comply with all requirements of a Notice and explanation of certain revisions to Exhibit B, Mandatory Affirmative Action Language: Construction Contractors (the "Notice").

The undersigned hereby states, have fully read and agrees to comply with the above, and is familiar with the regulations described therein and will furnish further information if requested by the Authority confirming the compliance with above stated regulations. I am also aware that if the firm of \_\_\_\_\_ does not comply with Public Laws 1975, Chapter 127 and the rules and regulations issued pursuant thereto that no monies will be paid by the Authority and that the firm of \_\_\_\_\_ may be debarred from all public contracts for a period of up to five (5) years.

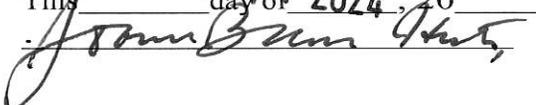


(Signature)

JUN 14 2024

President John Kovacs  
Title:  
(Sole Proprietor, General Partner  
of Corporate Officer)

Subscribed and sworn to before me  
This JUN 14 2024 day of 2024, 20



My commission expires 8/11/2024

EXHIBIT B

P.L. 1975, C. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE  
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment, because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in their discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Affirmative Action Office is satisfied that the contractor is employing

workers provided by the union and provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L.1975, c.127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with union for a construction trade, the contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c.127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.
- (B) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
  - (1) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
  - (2) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request the local construction trade

( union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;

- (4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to layoff some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c.127;
- (6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:
  - (i) If said individuals have never previously received any document or certification signifying a level of qualifications lower than that required, the contractor or subcontractor shall determine qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however are limited by the provisions of (C) below.
  - (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment

goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

(7) To keep complete and accurate record of all requests made for referral of workers in any trade covered by the contract and on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) preceding provision shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall agreement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for the admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the contractor or subcontractor agrees that, in implementing the procedures of the preceding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

(D) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than 3 days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public

Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off- the-job programs for outreach and training of minority and female trainees employed on the construction projects.

- (E) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C, 17:27).

Form of Voluntary Act and Deed Acknowledgment

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

State of NEW JERSEY )  
 ) : SS  
County of OLEAN )

John Kovacs **President** being first duly sworn,

deposes and says:

That he is President of the party making the foregoing proposal or bid, and that [a partner or officer of the firm of, .etc.]

President of the party making [partners or officers of the firm of, etc.] the foregoing proposal or bid have voted to present their bid proposal to the HOUSING :AUTHORITY OF THE CITY OF BAYONNE as their own voluntary act and deed.



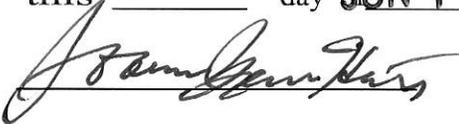
**John Kovacs**

**President**

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 JUN 14 2024



my commission expires 8/11 202027



FORM OF SUBCONTRACTOR CERTIFICATE

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

AFFIDAVIT  
(Prime Bidder)

State of NEWJERSEY ) : SS  
County of OLEAN )

John Kovacs being first duly sworn, deposes and says:  
That he is President (a partner or officer of the firm of, etc.) of  
the party making the foregoing proposal or bid, and that in preparing the foregoing proposal  
or bid has solicited and received price quotes for the following subcontracted work:

1. PLUMBING, GAS FITTING AND ALL KINDRED WORK

Name of Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
N.J. License# (if applicable): \_\_\_\_\_  
Name of Licensee (if applicable): \_\_\_\_\_  
Scope of work for which price quote was submitted: \_\_\_\_\_

*NONE*

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

Name of Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
N.J. License# (if applicable): \_\_\_\_\_  
Name of Licensee (if applicable): \_\_\_\_\_  
Scope of work for which price quote was submitted: \_\_\_\_\_

*NONE*

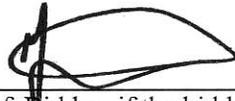
3. ELECTRICAL WORK

Name of Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ *NONE*  
N.J. License# (if applicable): \_\_\_\_\_  
Name of Licensee (if applicable): \_\_\_\_\_  
Scope of work for which price quote was submitted: \_\_\_\_\_  
\_\_\_\_\_

4. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK

Name of Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ *NONE*  
N.J. License# (if applicable): \_\_\_\_\_  
Name of Licensee (if applicable): \_\_\_\_\_  
Scope of work for which price quote was submitted: \_\_\_\_\_  
\_\_\_\_\_

The bidder further states that, if awarded a contract for this project, the bidder shall award a contract to each of the above listed subcontractors.



John Kovacs

President

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

JUN 14 2024

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

*Joanne Brennan Katz*  
Notary Public of the State  
of NEW JERSEY

My commission expires 8/11/2027, 20\_\_\_\_.

**NOTE:** Due to the nature of this bid, ordinarily, there will be no sub-contractors for this contract. However, this form is required by law and should be submitted, indicating "none" for each category for which there is no sub-contractor.





DIAMOND CONSTRUCTION

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

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

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

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DIAMOND CONSTRUCTION

Previous Participation Certification

OMB Approval No 2502-0118

**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.

John Kovacs **President** [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) ..as,  has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

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

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

 JUN 14 2024

(Signature and Date)  
**John Kovacs**

(Typed or Printed Name) **President**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

Name)

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority. Address)
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

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

- 
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

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

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

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

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

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

**SPECIFICATIONS FOR CONCRETE AND CURB REPLACEMENT AS NEEDED  
HOUSING AUTHORITY OF THE CITY OF BAYONNE**

**SCOPE OF WORK**

The purpose of this request for Bids is to provide a contractual Agreement for Concrete and Curb Removal and Replacement at the Authority's discretion. The Authority reserves the right to renew the successful bidder's one (1) year contract, at the Authority's sole option, for up to another two years. This can be awarded at one year intervals, at the same price originally bid by the successful bidder.

IN CALCULATING THE BID BOND OF 10%, PLEASE UTILIZE FIGURES OF 15,000 SQUARE FEET OF CONCRETE AND 250 LINIER FEET OF CURBING. PLEASE NOTE THAT THE 15,000 AND 250 LINIER FEET ARE ONLY APPROXIMATE QUANTITIES AND NOT THE ACTUAL AMOUNT WHICH WILL BE REQUIRED.

**COMPLETION OF WORK**

Work will be done only on regular workdays of the Housing Authority, Monday through Friday, 8:00A.M. to 4:00PM and not on days that are on the holiday schedule of the Housing Authority.

**TECHNICAL SPECIFICATIONS**

Contractor shall follow City of Bayonne Ordinance **Chapter 25 Streets and Sidewalks** first and foremost. (Attachment A - <https://ecode360.com/35727325>)

*Regarding City of Bayonne Ordinance **Chapter 25 Section 25-1.2 Permit Application**: Contractor may refer to the Bayonne Police Department's Work Site Guidelines and Information referenced below.*

Where otherwise unstated in the City of Bayonne Ordinance Chapter 25, Contractor shall follow New Jersey Department of Transportation Standard Specifications **Section 606 – Sidewalks, Driveways, and Island & Section 607 - Curb.**

(Attachment B - <https://www.nj.gov/transportation/eng/specs/2019/Division.shtml>)

Contractor shall follow **Work Site Guidelines and Information** issued by the Bayonne Police Department. (Attachment C - <https://www.bayonnepd.com/worksite.htm>)

Contractor shall supply all materials, labor, equipment, insurance, permits and comply with the Bayonne Police Force Work site Evaluation Safety Procedure necessary to execute the work described herein. All grass areas damaged due to the nature of the work shall be reseeded and top soil repaired. Contractor shall have a minimum of three (3) years prior verifiable professional Concrete pair and finishing experience.

These specifications are intended to guide the Contractor on how the work is to be done, and materials and equipment to be used. Should any work or materials be required, which is not specified herein, but which is nevertheless necessary for the proper execution of this job, such work, equipment and material shall be provided by the Contractor as they were specified, without any additional compensation.

**FAIR AND OPEN PROCESS**

It is the intent and purpose of the Authority that this Invitation to Bid shall comply with the Fair and Open Process, as established and further defined by N.J.S.A. 19:44A-20.7. The Invitation to Bid has been publicly advertised in a newspaper of general circulation in the City of Bayonne, sufficiently in advance to give notice to those who might respond. The Invitation to Bid and the contract to be awarded as a result of the Invitation to Bid process reflect the written criteria established in the Invitation to Bid. The responses to the Invitation to Bid will be publicly opened and announced when received and awarded.

Since this Invitation to Bid is conducted in accordance with the N.J.S.A. 19:44A-20.7 as a Fair and Open Process, the provisions of N.J.S.A. 19:44A-20.5 and N.J.S.A. 19:44A-20.26, as to campaign contributions, and their impact upon a contract with the Authority, do not apply to this Invitation to Bid and the contract to be awarded hereunder.

**CONTRACTOR PAYMENTS**

The bid is based on the cost per square foot of Concrete and linear foot of Concrete Curbing. Payment to contractor will be based on the total square footage completed and deemed acceptable by the Housing Authority each month.

**TOTAL BID**

The total is based on the cost per square foot of Concrete and Linear foot of Curbing.

**CONTRACTOR MUST ASSURE THAT ALL MATERIALS UTILIZED ARE APPROVED BY ENVIRONMENTAL AGENCIES.**

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

**In accordance with P.L. 2004, c. 57, as amended by P.L. 2009, c. 315, provide the following documentation and information when submitting a bid. Failure to provide such information could be deemed unresponsive, but the Authority at its sole option and discretion can determine to permit the contractor determined to be the lowest responsible bidder to provide the information prior to the time a contract is executed.**

The undersigning bidder hereby certifies and/or acknowledges as follows:

1. The term "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof. The term "Contractor" means a business organization that seeks to enter, or has entered into, a contract to provide goods or services or to construct a construction project with the Housing Authority of the City of Bayonne (the "Authority"), a public agency. As used herein, references to the term "Contractor" shall include the bidder. The term "subcontractor" means any business organization that is not the contractor that knowingly provides goods or services by the Housing Authority.
2. The bidder has complied with or will before executing a contract comply with the business registration provisions of N.J.S.A. 52:32-44 and, in particular, certifies that it has or will either (check one):



Obtained a Business Registration Certificate from the State of New Jersey, Department of Treasury, and provided to the Authority a true copy of said Certificate; or



Obtained a Certificate of Registration for Individuals Contracting with Public Agencies for the State of New Jersey, Department of Treasury, and provided to the Authority a true copy of said Certificate.

3. No contract shall be entered into by the Authority unless the contractor provides a copy of its business registration certificate prior to the time a contract is executed.
4. The requirement of proof of business registration extends down through to include all of the contractor's subcontractors required to have been disclosed to the Authority in the accompanying subcontractors certificate.

## DIAMOND CONSTRUCTION

5. No contract with any such subcontractor shall be entered into by any contractor under any contract with the Authority unless the subcontractor first provides proof of valid business registration as indicated herein.
6. The Authority shall file all business registrations received by it with other procurement documents related to the contract.
7. A contract entered into by the Authority with the contractor, or the contractor with a subcontractor, shall include the following provisions:
  - (a) No contract shall be entered into by the Authority unless the contractor provides a copy of its business registration certificate.
  - (b) The Authority shall not be responsible for the contractor's failure to comply with any of the requirements of P.L. 2004, c. 57 (amending Section 1 P.L. 2001, c. 134 (C52:32-44));
  - (c) The contractor shall maintain and submit to the Authority a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for the construction of a construction project under the contract.
  - (d) The contractor must notify subcontractors by written notice to comply with the following:
    - (i) A Subcontractor who is listed on the Subcontractor Certificate Form, which form is part of this contract, shall provide a copy of its business registration to the contractor, who shall forward it to the Authority prior to the time a contract between the contractor and the Authority is executed.
    - (ii) No contract with a subcontractor described in (i) shall be entered into by any contractor under this contract with the Authority unless the subcontractor first provides proof of valid business registration.
    - (iii) The Authority shall file all business registrations received by it with other procurement documents related to this contract.
  - (e) The contractor, or the contractor with the subcontractor and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State. For this purpose, an "affiliate" means any entity that: (a) directly, indirectly,

or constructively controls another entity; (b) is directly, indirectly, or constructively controlled by another entity; or (c) is subject to the control of a conunon entity. An entity controls another entity if it owns, directly, or individually, more than 50% of the ownership interest in that entity.

- 8. A Business organization that fails to provide a copy of a business registration as required pursuant N.J.S.A. 52:32-44 or N.J.S.A. 5:12-92 or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with the Authority.

DIAMOND CONSTRUCTION

Name of Bidder

DIAMOND CONSTRUCTION  
25 BEAVERSON BLVD, SUITE 120  
BRICK, NJ 08723

Attested or Witnesses by:

John Kovacs President

Address of Bidder

John Kovacs

By:

(print name)



Signature of Bidder

President

Title

Dated: JUN 14 2024, 20


# DIAMOND CONSTRUCTION

35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723

Phone: (732) 262-7449 Fax: (732) 262-7795

[johndiamondconstruction@yahoo.com](mailto:johndiamondconstruction@yahoo.com)

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## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	JAK CONSTRUCTION CORPORATION
<b>Trade Name:</b>	DIAMOND CONSTRUCTION
<b>Address:</b>	35 BEAVERSON BLVD SUITE 12 C BRICK, NJ 08723
<b>Certificate Number:</b>	0078750
<b>Effective Date:</b>	October 31, 1990
<b>Date of Issuance:</b>	January 25, 2018

**For Office Use Only:**  
20180125151856889

Certificate Number  
69394

Registration Date: 03/08/2024  
Expiration Date: 03/07/2026



**State of New Jersey**  
**Department of Labor and Workforce Development**  
Division of Wage and Hour Compliance  
**Public Works Contractor Registration Act**

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

**Diamond Construction**  
**2024**

**Responsible Representative(s):**  
John Kovacs, President

A handwritten signature in black ink, appearing to read "R. Asaro-Angelo".

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

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

NON TRANSFERABLE



CONTRACTOR NOTICE OF PREQUALIFICATION

for

JAK Construction Corp. t/a Diamond Construction  
35 Beaverson Blvd, Suite 12C  
Brick, NJ 08723

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: May 20, 2024  
Expiration Date: May 18, 2026

Aggregate Limit: \$2.5 Million

Table with 3 columns and 48 rows of construction services, each with a checkbox. Some checkboxes are checked (e.g., Site Work, Sewer Piping & Storm Drains, Landscape Construction, Road Construction & Paving, Concrete/Foundation Footings/Masonry Work).

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/ VendorSearch.aspx>



CONTRACTOR NOTICE OF PREQUALIFICATION

for  
JAK Construction Corp. t/a Diamond Construction  
35 Beaverson Blvd, Suite 12C  
Brick, NJ 08723

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: May 20, 2024

Expiration Date: May 18, 2026

Aggregate Limit: \$2.5 Million

Table with 3 columns and 40 rows of construction services, each with a checkbox. Some items are checked, such as 'Concrete/Foundation Footings/Masonry Work', 'Site Work', 'Sewer Piping & Storm Drains', 'Landscape Construction', 'Road Construction & Paving', and 'Athletic Fields/Tracks/Courts'.

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx>



CONTRACTOR NOTICE OF PREQUALIFICATION

for

JAK Construction Corp. t/a Diamond Construction

35 Beaverson Blvd, Suite 12C

Brick, NJ 08723

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: May 20, 2024

Expiration Date: May 18, 2026

Aggregate Limit: \$2.5 Million

Table with 3 columns and 40 rows of prequalification categories. Categories include Construction Manager as Constructor, Design Build, General Construction, etc. Some items are checked, such as Site Work, Sewer Piping & Storm Drains, and Road Construction & Paving.

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx

### Notice of Classification

From: cclass@treas.state.nj.us

To: johndiamondconstruction@yahoo.com

Date: Thursday, May 2, 2024 at 03:45 PM EDT

**JAK CONSTRUCTION CORP T/A DIAMOND CONSTRUCTION  
35 BEAVERSON BLVD - SUITE 12C  
BRICK, NJ 08723**

#### State of New Jersey

**DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND  
CONSTRUCTION  
33 WEST STATE STREET - P.O. BOX 034  
TRENTON, NEW JERSEY 08625-0034**



### NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$2,500,000	C019 - CONCRETE/FOUND. FOOTINGS/MASONRY WORK	05/19/2024	05/18/2026
	C057 - LANDSCAPE CONSTRUCTION	05/19/2024	
	C059 - ROAD CONSTRUCTION & PAVING	05/19/2024	
	C056 - SEWER PIPING & STORM DRAINS	05/19/2024	
	C054 - SITE WORK	05/19/2024	

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR



# State of New Jersey

## DEPARTMENT OF THE TREASURY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

33 WEST STATE STREET - P.O. BOX 034 - TRENTON, NEW JERSEY 08625-0034

### NOTICE OF CLASSIFICATION FOR:

**JAK CONSTRUCTION CORPORATION**  
**35 BEAVERSON BOULEVARD, SUITE 12C**  
**BRICK, NJ 08723**

**BOND AMOUNT: \$3,000,000.00**

In accordance with N.J.S.A. 18A:18A-27 et seq. (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department(s) as previously noted.

Aggregate Rating	Trade(s) & License(s)	Effective Date	Expiration Date
\$2,460,000.00	C019 - CONCRETE/FOUNDATION	05/19/2024	05/18/2026
	C054 - SITE WORK		
	C056 - SEWER PIPING & STORM		
	C057 - LANDSCAPE		
	C059 - ROAD CONSTRUCTION &		

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- Information on aggregate amounts can be verified on the DPMC WEB SITE.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

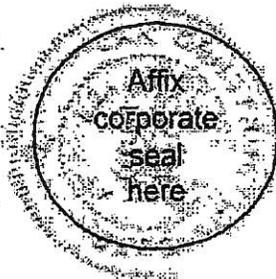
TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I Certify that the amount of uncompleted work on contracts is \$ 150,000.00

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



Respectfully submitted, DIAMOND CONSTRUCTION

By Name of Firm Signature John Kovacs

President Title

Sworn to and subscribed before me MAR 7 2024 This day of 20

DIAMOND CONSTRUCTION 25 BEAVERSON BLVD, SUITE 120 BRICK, NJ 08723

Notary Public

Joanne Brennan Katz JOANNE BRENNAN KATZ Notary Public - State of New Jersey Commission # 2288456 My Comm. Expires Aug. 11, 2024

732-262-7449 732-262-7795

Phone



State of New Jersey

PHIL MURPHY  
Governor

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES

P.O. BOX 026

TRENTON, NJ 08625-0026

PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER-MUOIO  
State Treasurer

SHIRLEY OLIVER  
Lt. Governor

APPROVED

under the

Small Business Set-Aside Act

This certificate acknowledges JAK CONSTRUCTION CORPORATION DBA: Diamond Construction DBA: Diamond Construction as a Category 5 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This certification will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control, or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

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



*Peter Lowicki*

Peter Lowicki  
Deputy Director

Issued: 4/18/2022  
Certification Number: A0237-87

Expiration: 4/18/2025

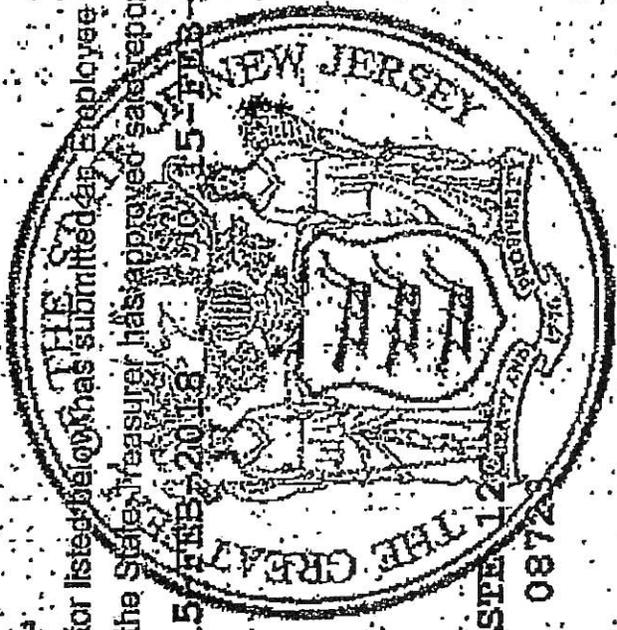
The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

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

15 FEB 2018 TO 15 FEB 2025



DIAMOND CONSTRUCTION  
35 BEAVERSON BLVD.  
BRICK NJ 08723



FORD M. SCUDDER  
State Treasurer





State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 401  
Trenton, New Jersey 08646-0401

PHILIP D. MURPHY  
Governor

DEANE GUTIERREZ-SACCOSTI  
Commissioner

SHEILA Y. OLIVER  
Lt. Governor

February 6, 2020

Mr. John Kovacs  
DBE Liaison Officer  
Diamond Construction  
35 Beaverson Blvd.  
Suite 12C  
Brick, NJ 08723

Dear Mr. Kovacs:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement and Sexual Harassment Policy. This review has deemed these documents to be acceptable and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning February 6, 2020, and will apply to all New Jersey Department of Transportation contracts for which your firm serves as a subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

Ivette D. Santiago-Green  
Director  
Division of Civil Rights and Affirmative Action

IS-G/smm  
cc file

# DIAMOND CONSTRUCTION

*35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723*

*Phone: (732) 262-7449 Fax: (732) 262-7795*

*johndiamondconstruction@yahoo.com*

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## 10. WORK ON HAND

**COUNTY OF MIDDLESEX**

**75 BAYARD STREET**

**NEW BRUNSWICK, NJ 08901**

**PHONE: 732-745-3277**

**SOUTH ORANGE/MAPLEWOOD SCHOOL DISTRICT**

**525 ACADEMY STREET**

**MAPLEWOOD, NJ 07040**

**PHONE: 973-378-9651 EXT. 8000 FAX: 973-378-5205**

**Email: tgiglio@somsd.k12.nj.us**

**CITY OF BELMAR**

**601 MAIN STREET**

**BELMAR, NJ 07719**

**PHONE: 732-681-3700**

**NICKERSON CORPOPRATION**

**515 UNION AVENUE**

**UNION BEACH, NJ 07735**

**PHONE: 732-264-0770**

# WORK ON HAND CONTINUED

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## **PISCATAWAY BOARD OF EDUCATION**

**1515 STELTON ROAD**

**PISCATAWAY, NJ 08854**

**Phone: 732-572-0282      Fax: 732-572-6965**

## **BOROUGH OF UNION BEACH**

**650 POOLE AVENUE**

**UNION BEACH, NJ 07735**

**PHONE: 732-264-2277**

## **MAHWAH TOWNSHIP PUBLIC SCHOOLS**

**60 RIDGE ROAD**

**MAHWAH, NJ 07430**

**PHONE: 201-882-2402      FAX: 201-529-1287**

## **FRANKLIN TOWNSHIP**

**475 DEMOTT LANE**

**SOMERSET, NJ 08873**

**PHONE: 732-873-2500**

DIAMOND  
CONSTRUCTION

*35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723*

*Phone: (732) 262-7449 Fax: (732) 262-7795*

*johndiamondconstruction@yahoo.com*

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11. PROJECT REFERENCES

OWNER	COMPLETE	DESCRIPTION	AMOUNT
270 Drum Point Road	*	In-House Code	0.00
Yard - South River	*	In-House Code	0.00
JK Yard	*	In-House Code	0.00
Equipment	*	In-House Code	0.00
City of Reno	*	Pedestrian Ramp, 10th St ADA Improv	177,150.00
Overhead	*	In-House Code	0.00
(Diamond NVNJ Starts @ #201)	*	NEVADA JOBS	0.00
Statewide Trucking	*	Trucking - In-House	0.00
South Orange - Maplewood Schools	*	Catch Basin Repairs - 3 Locations	30,000.00
Motto Trucking LLC	*	Snow Plowing	7,200.00
Nickerson-Central Reginal HS	*	Replace concrete under bleachers	35,800.00
Willingboro Township	*	Concrete Repairs	89,918.00
Passaic-Myrtle Ave	*	Reconstruction Ada Ramp	48,173.00
Central Regional BOE	*	Concrete apron baseball field	24,000.00
South Orange- Tuscan Elem Sch	*	Concrete sidewalk	16,400.00
East Windsor Reg BOE- Hightstown HS	*	repairs to loading dock	10,200.00
Jackson Twp - various locations	*	repair and replace sidewalks	32,840.00
South Orange- Seth Boyden Elem	*	Stair railing replacement & Masonry concrete	44,000.00
Spotswood BOE-Appleby School	*	Rapair Asphalt, install speed bumps	65,900.00
South Orange-Underhill Sports Complex	*	Pedestrian improvements, sidewalk, apron, curb etc	38,400.00
Camden Co BOE - Tech School	*	Wood Floor removal installation of concrete	228,000.00
Mahwah Twp BOE-Ridge Rd	*	Front entrance driveway, driveway in front of school	254,000.00
Montgomery Twp BOE- Middle Sch	*	Pavement Rehabilitation(trench repair)	10,700.00
Camden -Sicklerville Campus	*	stamped concrete patio install outdoor classroom	38,000.00
OTC - Mt Holly	*	Concrete curb and ADA Replacement	33,450.00
Nickerson-Cumberland County Fairground	*	Concrete Bleacher Pad	15,000.00
Spotswood BOE-Memorial M. School	*	Sidewalk Replacement w/ 20' Curb at Exit # 3 PO# 22-1050	19,200.00
Spotswood BOE-Memorial M. School	*	Milling & Paving of Basket Ball Court PO# 22-1051	44,000.00
			1,085,181.00

OWNER	COMPLETE	DESCRIPTION	AMOUNT
Camden County Vo-Tech (Sicklerville)	*	Misc. Concrete Repairs around Campus (3 PO's - 1 Job)	48,800.00
Island Heights Board of Education	*	Asphalt Recreational Playground Upgrades ( 220403)	194,000.00
MAHWAH TWSP BOE	*	Sidewalk Replacement Various Schools (Multiple PO's)	44,100.00
Lumberton BOE	*	Asphalt Repairs at Multiple Schools (Multiple PO's - 3)	94,000.00
HAMILTON TWSP BOE	*	Milling & Paving at Various Schools ( Multiple PO's - 3)	363,000.00
Nickerson Construction/ Parsippany	*	Construction of Grandstand Bleacher Pad Concrete	70,000.00
WEST WINDSOR PLAINSB. BOE	*	Concrete S/walk Replacement around HS North Campus	186,000.00
South Orange Maplewood Bd of Ed	*	Sink hole & Masonry Repairs at 2 Lcns (Multiple PO's-2)	37,600.00
No Warren Regional BOE	*	Catch Basin Repair	14,000.00
CENTRAL REG. SCHOOL DISTR.	*	Asphalt Path Repair at Rear of High School 23A-0279	12,400.00
Middletown Twp. Board of Education	*	Asphalt & Concrete Upgrades Various Lcns. (Mult. PO's)	42,600.00
MAHWAH TWSP BOE/ RAMAPO	*	CRACK FILL AT RAMAPO RIDGE ROAD SCHOOL	10,000.00
Village of Suffern, Suffern. NY	*	Belgium Block Curbing and Handicapped ramps	232,175.00
FLORENCE TOWNSHIP	*	Miscellaneous S/walk & Curb Repairs at Various Lcns.	104,000.00
Hamilton Twp Bd of Education	*	Concrete S/walk @ Nottingham & Sunnybrae (3 Po's)	59,280.00
SPRING LAKE HEIGHTS	*	Concrete S/walk and Curb Repairs @ Spring Lake Elem.	50,400.00
Montgomery Twp Bd of Education	*	Asphalt patching in HS Parking Lot PO # 23-01647	79,400.00
NORTH ARLINGTON BOE	partial	Drainage Improvements @ Veterans Memorial MS	624,000.00
Bound Brook BOE	*	Concrete Stair/Landing/Handrail Replacement @Smalley	64,250.00
WEST WINDSOR PLAINSB. BOE	*	Sidewalk Replacement Various Schools (Multiple PO's)	1,680.00
Mahwah TWP BOE High School	*	Sinkhole Remediation at HS and Masonry at GW School	15,000.00
Jersey City School#41	*	Emergency Work - Paving at School 41 - Asphalt Patch	39,000.00
EMERSON BOE	*	Concrete S/walk Repair/Replacement @ Villano School	31,800.00
Township of Bloomfield	partial	2022 Combined Pedestrian Safety Improvements	243,665.65
LOGAN TOWNSHIP	partial	Township Line Road Pedestrian Sidewalk Improvements	167,782.10
Bayonne Housing Authority	*	Concr. Sidewalk and Curb replacement Bayview Manor	185,000.00
South Orange Maplewood Bd of Ed	*	Asphalt D/Way Apron Repair on Valley Ave side of HS	9,500.00
Township of Fairfield	partial	2021-2022 CDBG Grant Sidewalk Extensions	158,865.00
Township of Chesterfield	*	FY2021 - Community Development Block Grant Program	75,010.00
WEST WINDSOR PLAINSB. BOE	*	Concrete Slab @ HS North for Portable B/room Trailer	19,320.00
Montgomery Twp Bd of Education	*	High School Parking Lot Misc. Line Striping & Markings	14,000.00
MAHWAH BD OF EDUCATION	*	Misc. Pothole Repairs & Appurtenant Items (Multiple PO's-2)	15,800.00

OWNER	COMPLETE	DESCRIPTION	AMOUNT
270 Drum Point Road	*	In-House Code	0.00
Yard - South River	*	In-House Code	0.00
JK Yard	*	In-House Code	0.00
Equipment	*	In-House Code	0.00
City of Reno		Ped Ramp J202018A-00100	116,500.00
City of Reno		Sidewalks	393,000.00
Overhead	*	In-House Code	0.00
(Diamond NVNJ Starts @ #201)	*	NEVADA JOBS	0.00
Statewide Trucking	*	Trucking - In-House	0.00
Lakewood Twp BoE	100%	Milling and Paving at The Oak Avenue School	92,000.00
Nickerson Hasbrouk Heights HS		Demolition and Reconstruction of Conc. Bleachers & Ftgs	TBD
Nickerson - Brookdale College		Construction of a Single Bleacher Pad	21,000.00
Mahwah Bd of Education		Milling & Paving @ The Betsy Ross School, Mahwah, NJ	134,000.00
Twp of Pennsauken		2021 concrete repair program contract	193,550.00
Twp of Millburn		Handicapped Ramps along Wyoming Avenue	56,000.00
Hamilton Twp BoE		Asphalt Paving at the Mercerville Elementary School	36,000.00
County of Passaic		ADA Compliant curb ramps, Pompton Lakes	193,033.00
Little Egg BOE		concrete/paving, Frog Pond Elementary School	78,200.00
Jackson Twp BOE		Emergency	54,730.25
Nickerson/Tenafly		Landscape block retain wall, Tenafly HS	30,000.00
Hamilton Twp BoE		Milling & Paving @ Langtree, Univer. Hts & Steiner HS	259,000.00
West Windsor Bd of Ed		Remove & Replace Bollards at Board Office	26,200.00
Mahwah Bd of Education		Asphalt Island Repair at Joyce Kilmer School	43,000.00
Lakewood Bd of Education		Mill & Pave @ M/S @ small lot across from Football field	24,400.00
Village of Suffern		Belgium Block Curbing in Suffern NY	204,050.00
Lakewood Bd of Education-Middle Sch		Front Entrance Asphalt Removal and Replacement	224,000.00
Egg Harbor Twp		Paving, Swift School, Joyce Miller & Eagle Academy	755,500.00
Lakewood BOE Ella G Clark Drainage		Emergency Repair & Supplemental Drainage (61k + 127k)	188,210.50
Lakewood BOE Ella G Clark Paving		Milling & Paving of the Ella Clark Middle School	198,000.00

PROJECT LIST - 2021

DIAMOND CONSTRUCTION

4/11/2024

Coltsneck BOE- Conover Elem	Asphalt repair	14,400.00
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West Windsor Plainsboro BOE	Various locations Inlets, catch basin and sidewalk	76,600.00
Lawrence Twp-Harney Corner	Sidewalk extension	119,675.48
Paramus Shade Tree- Borough	Sidewalk repalcement	156,000.00
Egg Harbor Twp- BOE	Swift Campus traffic improvements -Phase 1	492,000.00
Hamilton Twp-BOE	Concrete sidewalks and repairs	40,266.00
Piscataway BOE	Grandview School	21,000.00

DIAMOND CONSTRUCTION

PROJECT LIST - 2020

Jackson BoE - Memorial HS Catch	100%	Catch Basin Reconstruction	9,000.00
Paramus Shade Tree - Extension	100%	Sidewalk Replacement Extension of 076-2017	290,000.00
Piscataway - Eisenhower School	100%	Catch Basin Reconstruction	11,800.00
Saddle Brook BoE - Smith School	100%	Smith School Bleacher pads	12,200.00
West Windsor-Plainsboro-HS North	100%	HS North Catch Basin	11,500.00
Emerson BoE - Softball Pads	100%	Dugout Pads	16,200.00
Colts Neck Transportation Dept	100%	Back Bldg ADA Stalls	16,200.00
Colts Neck BoE-CPS	100%	Admin Bldg/Conover Asphalt	264,000.00
Salem County VoTech	100%	Repair at Career/Tech School	18,400.00
Jackson BoE - Liberty ADA	100%	ADA Pathways	12,400.00
Spotswood BoE	100%	HS Asphalt Repair	18,400.00
East Brunswick Complex			
Scotch Plains BoE - Various	100%	Asphalt Repairs	170,000.00
Nickerson - New Rochelle	100%	Bleacher Slab	48,000.00
Nickerson - WoodRidge	100%	Bleacher Slab	80,860.00
Lumberton SD	100%	Asphalt Repairs	47,340.00
Clearview Regional HS	100%	Transp Facility Sidewalk Replacement	20,500.00
North Warren Reg BoE	100%	Sidewalks/Curbs Repair	179,000.00
Nickerson - Lakewood HS	100%	Concrete Pad Homestand	83,400.00
Nickerson - Tenafly HS	100%	Bleacher Slab/AddOn Asphalt Path	103,840.00
Ventnor City - ADA Ramps	10%	Various Locations	271,338.00
Nickerson - Valley Stream	100%	Jr HS and South HS sitework	44,000.00
Little Egg Harbor SD	100%	Mitchell ES Sidewalk & Curb	24,430.00
Winslow Twp BoE	100%	HS Curb Replacement	21,000.00
Mansfield Twp BoE	100%	ES Basketball court repairs and sidewalk install	13,200.00
City of Trenton - Dept W & S	20%	Roadway Restoration Annual Contract thru May 21, 2021	488,475.00
Nickerson - Manasquan	100%	Non Bleacher work	42,500.00
Mahwah HS	100%	SW/curb connectors-M&P-Pathway	213,520.00
Somerville Borough	100%	CDBG Curb Ramps - Davenport St	83,932.22
Cinnaminson BoE	100%	Elenore Rush/New Albany Schools M&P, sitework	353,602.00
Preferred Mechanical	100%	West Windsor/Plainsboro HS North trench	15,000.00

Riverside Twp	100%	2019 Inlet Repairs	95,150.00
Saddle Brook BoE - Washington School	100%	Conc Apron and Bollard Removal	26,400.00
Hamilton Twp BoE	100%	Steinart HS M&P	143,200.00
Piscataway BoE	100%	Quibbletown	38,400.00
Jackson BoE	100%	Sylvia Roseauer Concrete Platform	12,000.00
West Windsor-Plainsboro BoE	100%	Millstone River & Dutch Neck school work	32,900.00
Piscataway Twp		2020 Sidewalk Program	141,570.81
Stockton Township		Hilltop & Moore Road Improvements	440,193.25
City of Margate		2019/2020 Curb/Gutter Program	56,731.01
Cinnaminson Township		2020 ADA Curb Ramp Program	142,363.13
M&M/Spring Lake Heights		Solar Enclosure	126,400.00
Jackson Twp BoE	100%	Emergency Repair - Goetz School	48,854.05
Township of Delran		Handicappd Ramps - Various	62,274.80
Lakewood Twp BoE		Milling & Paving @Clifton & 521 Princeton Ave. Schools	174,000.00
West Long Branch		Sidewalk Reconstruction at Wall Stret	372,000.00
Nickerson Wood-Ridge		Concrete Slabs (4) for baseball and Softball field	204,840.00

# DIAMOND CONSTRUCTION

35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723

Phone: (732) 262-7449 Fax: (732) 262-7795

[johndiamondconstruction@yahoo.com](mailto:johndiamondconstruction@yahoo.com)

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## 12. ENGINEER REFERENCES

### OWEN LITTLE & ASSOCIATES

443 ATLANTIC CITY BLVD.

BEACHWOOD, NJ 08722

(732) 244-1090

### NICKERSON CORPORATION

11 MOFFITT BLVD.

BAY SHORE, NY 11705

(516) 729-0936

### BOSWELL ENGINEERING

330 PHILLIPS AVENUE

SOUTH HACKENSACK, NJ 07606

(201) 373-8908

### T & M ASSOCIATES

1144 HOOPER AVENUE

TOMS RIVER, NJ 08753

(732) 473-3400

### VAN CLEEF ENGINEERING

1128 ROUTE 31

LEBANON, NJ 08833

(908) 735-9500

### REMINGTON & VERNICK ENGINEERS

THE PRESIDENTIAL CENTER, LINCOLN BUILDING

101 ROUTE 130

CINNAMINSON, NJ 08077

# DIAMOND CONSTRUCTION

35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723

Phone: (732) 262-7449 Fax: (732) 262-7795

[johndiamondconstruction@yahoo.com](mailto:johndiamondconstruction@yahoo.com)

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## 13. TRADE / BANK REFERENCES

FOLEY, INC. (CATERPILLAR DISTRIBUTOR)

P/ 732-855-5555 ACCOUNT #: C1000021- 0400496

PO BOX 787132, PHILADELPHIA, PA 19178-7132

855 CENTENNIAL AVENUE, PISCATAWAY, NJ 08855

SRM CONCRETE

P/ 201-693-9702 F/ 201-703-6948 ACCOUNT#: 1400584

PO BOX 417730, BOSTON, MA 02241

CLAYTON CONCRETE

P/ 732-751-7666 F/ 732-751-7630 ACCOUNT#: 2312

1355 CAMPUS PARKWAY, WALL NJ 07719

COUNTY CONCRETE

P/ 973-584-7122 F/973-584-4370 ACCOUNT#: DIAM 0503

PO BOX F 50 RAILROAD AVE, KENVIL, NJ 07847

STAVOLA ASPHALT

P/ 732-542-2328 X202 F/732-242-2615 ACCOUNT#: 95640

175 DRIFT ROAD, TINTON FALLS, NJ 07724

SRM CONCRETE

P/ 615-355-1028 ACCOUNT#: 402086

1000 HOLLINGSHEAD CIRCLE, MURFREESBORO TN 37129

## BANK REFERENCES:

OCEAN FIRST BANK

P/732-240-4500 X5600 F/732-714-1729 ACCOUNT#: 503006022629

FEDERAL ID#: 22-3060442 RT 88 POINT PLEASANT, NJ 08742

<b>Diamond Construction Vehicle List</b>		
<b>6/30/2024</b>		
<b>VEHICLE</b>	<b>PLATE</b>	<b>VIN #</b>
2000 PETERBUILT DUMP TRUCK - Red	XFTD42	1NPALU9XXYN493213
2006 PETERBUILT DUMP TRUCK - White	XT870G	1NP5XBTX36D888341
2009 PETERBILT 367 - Quad #5	XDUF52	1NP4L4EX99D792312
2014 CAT CT660 - Purple #6 - TEJ00102	XFPX14	3HTJKTKT5EN780134
2015 PETERBILT 367 - New Red	XCJD12	1NP4L4EX99D792312
2015 CAT CT660L - Brown #7 - TEJ00149	XHXT69	3HTJKTKT2FN649213
2008 GMC TOP KICK C4500	XT482V	1GDE4C1908F400184
2013 FORD F350 DRW MASON DUMP	XBDE60	1FDRF3H6XDEB25950
2015 FORD F550 DRW MASON DUMP	XJDC94	1FD0X5HYXFEA84208
2023 CHEV SILVERADO F350 MASON DUMP	XKNS84	1GB4YSE71PF227141
2023 FORD F350 PICKUP	XNTL65	1FT8W3BA9PEC73251
2011 FORD VAN	XX436V	1FTSE3ELXBDB18700
2013 FORD E250 CARGO VAN	XAU78	1FTNS2EW2DDA42998
2014 FORD E250 CARGO VAN	XDTY26	1FTNE2EW9EDA19517
2016 GMC SAVANA 2500 VAN	XDBY88	1GTW7BFFXG1313817
1995 CAT 426-B X4 BACKHOE	87EW	6KL01742
2001 CAT 430-D BACKHOE	87EW 2	BML00455
2010 CAT 450-E BACKHOE LOADER	87EW 3	EBL00438
2014 CAT 450-F BACKHOE LOADER	87EW 4	HJR00262
2014 CAT 450-F BACKHOE LOADER - NEW	87EW 5	HJR00332
2009 CAT CB34 VIB COMPACTOR ROLLER		34500382
2013 WEILER P385 ASPHALT PAVER		P385-1162
2017 CAT CB14B XW EXTRA WIDE ROLLER		047301453
1998 STEPHAN GREEN FORM TRAILER	TAS99W	SG042298TCMPRS200
2006 STEPHAN GREEN TRAILER	TDK11C	1S920A22961489005
2008 CAM TRAILER	TGK62W	5JPBU23248P021237
2012 BTX TRAILER	TSZ60D	16VEX1627C2318906
2013 STEPHAN GREEN TRAILER	TMA87J	1S9A25220D1489601
2016 BIG TEX TRAILER	TTP66R	16VEX1625G2079264
INGERSOLL RAND COMPRESSOR		356247 I/R
2012 SULLAIR COMPRESSOR 185CFM - #1		201210220008
2012 SULLAIR COMPRESSOR 185CFM - #2		201210260027
2015 ATLAS COMPRESSOR 185CFM		HOP045964
2016 FORD F250 PICKUP-fuel truck (white)	XMCR15	1FTBF2B69GEA55337
2016 CHEVROLET TAHOE - NJ tan	D11MMY	1GNSKCKCXGR295794
2017 FORD F150 PICKUP (black)	XFGB64	1FTFX1EF9HFB97137



**BUSINESS ENTITY ANNUAL STATEMENT**  
**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION**

Phone: (609) 292-8700

THIS FORM MUST BE ELECTRONICALLY FILED AT:  
[www.elec.nj.gov](http://www.elec.nj.gov)

**FORM BE**

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

**Part 1: General Information**

**APR 30 2024**

Date of Statement APR 30 2024  
format: MM/DD/YYYY

Activity for Calendar Year 2023

Check if Amendment

**Part 2: Business Entity Information**

Business Name DIAMOND CONSTRUCTION

Business Type \_\_\_\_\_

Address 1 DIAMOND CONSTRUCTION  
35 BEAVERSON BLVD, SUITE 12C  
BRICK, NJ 08723

Address 2 \_\_\_\_\_

City \_\_\_\_\_ State New Jersey Zip \_\_\_\_\_

\*(Area Code) Telephone Number 732-262-7449

**ACKNOWLEDGEMENT**

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

First Name John Kovacs Last Name John Kovacs

Title/Position President Date APR 30 2024

\*(Area Code) Telephone Number 732-262-7449

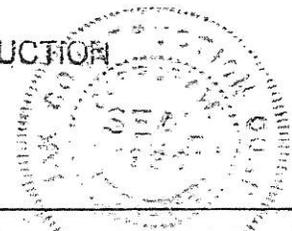
Check this box to certify the above acknowledgement.

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

Check this box if the business entity has not made any reportable contributions during the calendar year.

DIAMOND CONSTRUCTION

John A. Kovacs, President



\*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>DIAMOND CONSTRUCTION</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>DIAMOND CONSTRUCTION</b>	Requester's name and address (optional)
City, state, and ZIP code <b>BEAVERSON BLVD, SUITE 12C BRICK, NJ 08723</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number <b>2213060442</b>

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ 	Date ▶ <b>JAN 25 2024</b>
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**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

DIAMOND  
CONSTRUCTION

*35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723*

*Phone: (732) 262-7449 Fax: (732) 262-7795*

*johndiamondconstruction@yahoo.com*

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17. FINANCIAL STATEMENTS AVAILABLE UPON AWARD REVIEW

An official website of the United States government  
Here's how you know



You have 2 new alerts  
Show / Hide Alerts



< Entity Workspace



Show Workspace For  
Non-Federal Entities

Non-Federal Entities

BioPreferred Reporting

Service Contract Reporting

Filter By

Search by Keyword

Search By Entity

Search By Status

Work in Progress Registration

Submitted Registration

Active Registration

Inactive Registration

ID Assigned

Pending ID Assignment

Expiration Date

Search by FSD Number

Address Update

Reset

< 1 of 1 >

Results per page  
25

Sort by  
Expiration Date Ascending

JAK CONSTRUCTION CORPORATION e Active Registration

Unique Entity ID:  
K4AUBZBQNSW9

CAGE/NCAGE:  
8JV15

Doing Business As:  
(blank)

Physical Address:  
35 BEAVERSON BLVD, SUITE 12C  
BRICK, NJ 08723-7812 USA

Purpose of Registration:  
All Awards

Expiration Date  
Oct 17, 2023



Feedback

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+ [Our Partners](#)

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+ [Policies](#)

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+ [Customer Service](#)

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General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Registration Date: 03/08/2024  
Expiration Date: 03/07/2026

Certificate Number  
651268



## State of New Jersey

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

### Public Works Contractor Registration Act

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

Statewide Construction Personnel Incorporated

Responsible Representative(s):

John Kovacs, President

Handwritten signature of Robert Asaro-Angelo.

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

NON TRANSFERABLE

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	STATEWIDE CONSTRUCTION PERSONNEL CORPORATION
<b>Trade Name:</b>	
<b>Address:</b>	130 MAPLE AVE STE WB-2 RED BANK, NJ 07701
<b>Certificate Number:</b>	1222502
<b>Date of Issuance:</b>	May 08, 2006

**For Office Use Only:**  
20060508140816288