

For:

**ESPANONG ROAD SUPPORTIVE HOUSING
HOME CONSTRUCTION**

Owner:

Special Homes of New Jersey
92 Broadway, Denville, NJ 07834

Developer:

Nouvelle, LLC
610 Anderson Ave, Cliffside Park, NJ 07010

INVITATION TO BID

Special Homes of New Jersey (Owner) is seeking bids from qualified subcontractors to construct a new group home at 0 Espanong Road, Jefferson, NJ 07849.

Sealed bid proposals, plainly marked **Nouvelle, LLC – Espanong Road Supportive Housing** on the outside of the mailing envelope as well as the sealed bid envelope shall be delivered to **Mr. Luciano Bruni** at 610 Anderson Ave, Cliffside Park, NJ 07010. Bids will be accepted until **7:30 a.m. October 13, 2017**. Bids will be opened immediately following the bid submission deadline.

Project Schedule is based on the General Contractor's Schedule that describes the work occurring between **October 16, 2017- February 12, 2018**.

Bidders must determine the quantities of work required and the conditions under which the work will be performed. Please see the following page for the descriptions of each trade.

The Owner reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Owner.

Requests for information must be received in writing via Luciano Bruni at lbruni@nouvellellc.com. Requests for information and responses will be posted at: <http://nouvellellc.com/>

Notice: Bidders contacting Special Homes of New Jersey or Nouvelle, LLC, its staff, consultants or contractors other than via the aforementioned email address, except as noted in the Request, are subject to disqualification.

NOTICE TO BIDDERS :

Funding for this project is provided by the United States Department of Housing and Urban Development to the County of Morris. Therefore, the Federal Labor Standards Provisions and Davis Bacon wage rates and reporting will apply. Attention is called to the fact that the contractor must ensure that employees and applicants for employment are not discriminated against because of their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and to the greatest extent possible, opportunities for training and employment shall be given to lower-income residents of the project area and that, when possible, contracts shall be awarded to business concerns owned by area residents. Small, Minority and Women's Business Enterprises and Section 3 businesses (for projects over \$100,000) are encouraged to submit bids.

TRADE DESCRIPTIONS

Furnish labor, materials, equipment, services, and/or supplies needed for the performance of the work.

CARPENTRY & FINISH

Bathroom cabinetry, kitchen cabinetry, countertop, backsplash, and trim to be installed as per plan. Kitchen cabinets are to meet HUD Cabinet Specification (9/93) Section 12370 for HUD Severe Use Cabinet.

CONCRETE & MASONRY

Concrete footings, step footings, slabs, pads, and walkway to be poured and foundation walls to be built as per plans. Tile

ROUGH FRAMING

Frame and sheath exterior and interior walls, ceilings, floors, and roof as per plans. Frame and install decking for wooden deck and walkway as per plans.

DRYWALL/SHEETROCK

Install sheetrock on walls and ceilings, spackle, and sand as per plans.

ELECTRICAL

Install interior and exterior electrical fixtures and receptacles as per plans.

SITE WORK

Install erosion control measures, silt fence, clear/grub property, stockpile topsoil, construct site improvements, install permanent stabilization, and remove soil erosion measures as per plans.

FIRE ALARM/LOW VOLTAGE

Fire alarm system per DD specs to be provided as per plans.

FIRE SUPPRESSION

Provide sprinkler diagrams and install fire suppression system.

FLOORING

Install hardwood flooring, carpet, and tile as per plans.

GUTTERS

Aluminum gutters, leaders, and perforated vinyl soffit to be installed as per plans.

HVAC

Install HVAC system and necessary ductwork as per plans.

INSULATION

R-21, R-30, and R-49 insulation to be installed in floor, walls, and ceiling as per plans.

LANDSCAPING

Apply topsoil, fertilizer, mulch, seed, etc. as per plans.

PAINTING

Paint walls & ceilings as per plans.

PAVING

Pave driveway as per plans.

PLUMBING & GAS HEATING

Install plumbing and propane gas systems as per plans. All plumbing to comply with national plumbing code.

ROOFING & SIDING

Three tab roof shingles, roofing membrane, flashing, vinyl siding, and WRB and air barrier to be installed as per plans.

INSTRUCTION TO BIDDERS

PART 1-BIDDING REQUIREMENTS AND CONDITIONS

1.1 SPECIAL NOTICE TO BIDDERS

- A. Appended to these specifications and instructions is a complete set of bidding and general contract forms. These forms may be detached from the specifications and executed for the submittal of bids.
- B. The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.
- C. Each Bidder must submit with this bid:
 - 1. A statement of Bidders qualifications.
 - 2. A list of subcontractors to be used on this project.

1.2 ISSUANCE OF PROPOSAL FORMS

- A. The Owner, herein referred to as the Owner, reserves the right to deny a proposal form to a prospective Bidder or to disqualify a Bidder if the Bidder is in default for any of the following reasons:
 - 1. Lack of competency, or of adequate machinery, plant or other equipment, as revealed by the statement of Bidders qualification required under 1.1(c) of this page or otherwise.
 - 2. Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded.
 - 3. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts.
 - 4. Default under previous contracts.
 - 5. Unsatisfactory performance on previous contracts.
 - 6. The proposal is improper or nonconforming as defined in item 1.7 of this section.

1.3 INTERPRETATION OF QUANTITIES IN BID SCHEDULES

- A. The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract.
- B. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

1.4 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE WORK

- A. The Bidder is expected to examine carefully the site of the proposed work, the plans, standard specifications, supplemental specifications, special provisions and contract forms before submitting a proposal. The submission of a bid shall be considered conclusive evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the Bidder has also investigated and is satisfied with the sources of supply for all materials.
- B. Plans, surveys, measurements, dimensions, calculations, estimates and statements as to the condition under which the work is to be performed are believed to be correct, but the contractors must examine for themselves, as no allowance will be made for any errors or inaccuracies that maybe found therein.

1.5 FAMILIARITY WITH LAWS

- A. The Bidder is assumed to have made him/herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work.
- B. The Bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding ignorance thereof. If the Bidder shall discover any provision in the plans or specifications which is in conflict with any such law, by-law, ordinance or regulation the Bidder shall forthwith report it to the Owner in writing.

1.6 PREPARATION OF PROPOSAL

- A. The Bidder shall submit his or her proposal upon the forms furnished by the Owner.
- B. The Bidder shall specify a lump sum price both in words and figures. All words and figures shall be in ink or typed.
- C. If a unit price or a lump sum bid already entered by the Bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the Bidder, also with ink.
- D. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
- E. The Bidder's proposal must be signed with ink by:
 - 1. The individual, including his name and post office address;
 - 2. One or more general partners of a partnership, including the name and post office address of each general and limited partner;

3. One or more members or officers of each firm representing a joint venture, including the name and post office address of each venturer;
4. One or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, including the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles and business addresses of the president, secretary and treasurer, OR;
5. By an agent of the contractor legally qualified and acceptable to the owner.

1.7 NONCONFORMING PROPOSALS

- A. Proposals will be considered nonconforming and may be rejected in the Owner's sole discretion for any of the following reasons:
 1. If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any portion thereof is detached.
 2. If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning.
 3. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

1.8 DELIVERY OF PROPOSALS

- A. Sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received.
- B. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the Bidder, unopened.

1.9 WITHDRAWAL OF PROPOSALS

- A. A Bidder will be permitted to withdraw its proposal unopened after it has been submitted if the Owner receives a request for withdrawal in writing prior to the time specified for opening the proposals.

1.10 DISQUALIFICATION OF BIDDERS

- A. Any or all of the following reasons may be deemed by Owner in its sole discretion as being sufficient for the disqualification of a Bidder and the rejection of his proposal or proposals:

1. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
 2. Evidence of collusion among Bidders.
 3. Failure to submit all required information requested in the bid specifications.
 4. Such disqualification that would be in the best interests of the Owner.
- A. No award will be made to any Bidder who cannot meet all of the following requirements:
1. The Bidder shall not have defaulted or turned the work over to the bonding company on any contract within three years prior to the bid date.
 2. The Bidder shall maintain a permanent place of business.
 3. The Bidder shall have adequate personnel and equipment to perform the work expeditiously.
 4. The Bidder shall have suitable financial status to meet the obligations incidental to the work.
 5. The Bidder shall have appropriate technical experience satisfactory to the owner in the class of work involved.
 6. The Bidder shall be registered with the Secretary of State to do business in New Jersey.
 7. The Bidder shall have performed to the satisfaction of the Owner on previous contracts. A history or record of poor performance will result in disqualification.
 8. The Bidder shall have a good reputation for completing a project "on budget."
 9. The Bidder shall not have repeatedly failed to complete work or meet deadlines on previous contracts with Owner or any other party except in those cases where the failure or delay was caused by someone other than Bidder or otherwise excused.

1.11 MATERIAL GUARANTY AND SAMPLES

- A. Before any contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work.
- B. The Owner may, in its sole discretion, reject said bid based on the contents of said statement or as a result of the failure of the Bidder to submit said statement.

PART 2 AWARD AND EXECUTION OF CONTRACT

2.1 CONSIDERATION OF PROPOSALS

- A. After the proposals are opened and read, they will be compared on the basis of the total price to be charged to perform the work.
- B. In case of a discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

- C. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the sole discretion of the Owner the best interest of the Owner will be promoted thereby.

2.2 AWARD OF CONTRACT

- A. Within 15 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified Bidder whose proposal complies with all the requirements prescribed. A Responsible Bidder is one who is not disqualified and otherwise has a history and reputation for performing timely, quality work within project budgets.
- B. The successful Bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the Bidder has been awarded the contract. The Bidder may also be notified via email or fax.

2.3. CANCELLATION OF AWARD

- A. The Owner reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the Owner.

2.4 CONTRACT BONDS

BONDING REQUIREMENTS:

Bonding Requirements: Section 200.325 permits the Federal agency to accept the recipient's bonding policy and requirements if the Federal agency has determined that the Federal interest is adequately protected, and if not, the minimum requirements (abbreviated) are as follows:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price.
The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. (**Note:** State of NJ requires ten percent of the bid price).
- b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

- d) Bonding companies must be listed in OMB Circular 570, not just State of NJ.
http://www.fms.treas.gov/c570/c570_a-z.html#n

2.5 EXECUTION AND APPROVAL OF CONTRACT

- A. The successful Bidder will be required to execute the contract within 10 days following notification of acceptance of its bid.
- B. No contract shall be considered as in effect until it has been fully executed by all parties thereto.
- C. No contract will be awarded until the County of Morris receives an Attachment G and the contractor and subcontractor(s) are cleared from debarment.

2.6 FAILURE TO EXECUTE CONTRACT

- A. Failure to execute the contract and file acceptable bonds and evidence of insurance within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised as the Owner may determine in its sole discretion.
- B. It shall be understood that while pricing this lump sum job, the contractor shall perform quantity take-offs according to the plans provided. The lump sum price listed on the Proposal Form shall be based upon the contractor's own estimate of quantities.

2.7 Contractor's responsibilities

- (a) Provide list of all subcontractors and information for the Contract/Subcontract Activity Report including: Name, address, type of trade, EIN, DUNS, Social Security number (required), ethnicity, Section 3, contract amount. If not known at the time of pre-construction, must be provided to the grantee within a reasonable timeframe. Suggest submission of a weekly report of subcontractors on the jobsite.
- (b) Contractors are responsible for ensuring subs are not on the Federal Debarred Contractor list. Please provide Attachment G.
- (c) Contractors are responsible for compliance with federal requirements by all subs and should incorporate the wage decision and all CDBG special conditions in contracts
- (d) Contractors must determine if additional wage classifications are needed, and if so, request such additional classifications and attach required supporting documentation
- (e) Contractors must collect weekly payrolls from subs and obtain other documentation required for authorized payroll deductions and obtain corrections if needed
- (f) Failure to comply with weekly submission of documentation or required corrections could result in withholding of progress or final payments.

2.8 SMALL AND MINORITY AND WOMEN'S BUSINESS ENTERPRISES

In order to comply with applicable federal requirements, subgrantees and prime contractors should take all the necessary affirmative steps to assure that minority firms and women's

business enterprises and labor surplus area firms are used to the maximum extent possible. These steps shall include:

- a) Placing qualified small and minority and women's business enterprises on solicitation lists.
- b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- d) Establishing delivery schedules, where the requirements permit, which will encourage participation by small and minority businesses and women's business enterprises.
- e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. This office will provide a New Jersey Commerce list of certified women and minority owned companies for your use based on the crafts indicated on your wage request form.
- f) Require the prime contractor, if sub-contracts are to be let, to take the affirmative steps as outlined in III (a) through (e) of this paragraph.

2.9 SECTION 3-24 CFR part 135) (2 CFR §200.319).

In conformance with the requirements of *Section 3 of the Housing and Community Development Act of 1968*, to the greatest extent feasible, subrecipients with projects of \$100,000 or more must award contracts for work to be performed to eligible ***business concerns located in or owned by residents of the target area*** to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of governmental assistance for housing.

A Section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc. All contractors or subcontractors that receive covered contracts in excess of \$100,000 for housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3.

If the contractor/subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. The same numerical goals apply to contractors and subcontractors (i.e., 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts).

In addition, the Subrecipient must notify the recipient agency (The County of Morris-Office of Community Development) about their efforts to comply with Section 3 and submit any required documentation. For example, if a recipient agency awards 3 contracts (grant agreements are legal contracts) (at \$36,000; \$50,000; and \$20,000 for a cumulative total of \$106,000) to one contractor for three different projects within a twelve month period, the contractor is not required to comply with the requirements of Section 3 because none of his contracts met the \$100,000 threshold. However, those projects which total more than \$100,000 in overall expenses, and despite getting less than \$100,000 from CDBG funds, will also be covered under Section 3. Also, any SINGLE contract in excess of \$100,000 is subject to Section 3 REGARDLESS of the amount of CDBG or HOME funds.

Section 3 covered non-construction projects include maintenance contracts, including lawn care, re-painting, routine maintenance, HVAC servicing, and professional service contracts associated with construction (ex.: architectural, engineering, legal services, accounting, marketing, etc.).

Other public construction includes infrastructure work, such as extending water and sewage lines, sidewalk repairs, site preparation, installing conduits for utility services, etc.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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 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.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

AUTHORIZATION AND RELEASE

As part of the Bid, the Bidder shall execute and submit the Authorization and Release set forth below:

By submitting this Bid, Bidder authorizes Owner, their employees and agents to make such inquiries as they deem necessary to determine whether Bidder's qualifications are satisfactory.

Bidder hereby agrees to release and hold harmless Owner and any person or entity requested to respond to Owner or agent regarding Bidder's qualifications from any and all claims and causes of action related to such inquiries, including without limitation actions for defamation, slander or interference with contractual relations.

Bidder: _____

By: _____

Name: _____

Title: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This Statement must be notarized. Add separate sheets if necessary. This statement is to be submitted with Bid.

1. Name of Bidder _____
2. Permanent Main Office Address _____
3. Form of Entity _____
4. Date of Organization _____
5. Place of Organization _____
6. How many years has Bidder been engaged in the contracting business under the present name; also state names and dates of previous firm names, if any, and associated names for all principals.

7. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).

8. General character of work performed by your company.

9. Has Bidder ever failed or refused to complete any work awarded to you? (No) (Yes).
If so, where and why?

STATEMENT OF BIDDER'S QUALIFICATIONS (continued)

10. Has Bidder ever defaulted on a contract or been a party in an action alleging breach of contract? (No) (Yes). If so, where and why?

11. Has Bidder ever failed to complete a project in the time allotted according to the Contract Documents? (No) (Yes). If so, where and why?

12. List Bidder's major equipment available for this contract.

13. List Bidder's key personnel such as project superintendent and foremen available for this contract.

14. List recent projects on occupied buildings similar to this project.

15. The Owner reserves the right to request Bidder's latest Financial Statements certified audited if available, prepared by an independent certified public accountant.

PROPOSAL FORM

To: Special Homes of New Jersey , herein called the Owner.

The undersigned, as Bidder, declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other
3. Person, firm, corporation, or other legal entity;
4. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
5. The Bidder has carefully examined the site of the proposed work and fully informed and satisfied itself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the Bidder has carefully read and examined and all Drawings, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
6. The Bidder understands that the quantities of work calculated in the Bid or indicated on the Drawings or in the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Owner. Any such changes will not result in or be justification for any penalty or increase in contract prices; and agrees that, if the Bid is accepted the Bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the Bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the Bidder will take in full payment therefore the following item prices, to wit:

The Proposal Pricing Sheet (ATTACHMENT A) must be completed and submitted with the Bid to determine total cost:

Total Bid compiled by the Bidder:

In Figures \$ _____

In Words \$ _____

PROPOSAL FORM (Continued)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, the Bidder will accept compensation as stipulated therein.

Date: _____

Company: _____

By: _____

Print Name: _____

Signature: _____

Title: _____

Business Address

State, Zip Code:

Telephone:

Owner

The Bidder has received and acknowledged Addenda No. _____ through _____.

All bids are to be submitted on this form **in a sealed envelope**, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

STATEMENT OF NON-COLLUSION

BY BIDDER

STATE OF NEW JERSEY

SS:

COUNTY OF _____

I, _____ of the _____ (Town, Village, City) of in the County of and the State of _____ full age, being duly sworn according to law on my oath depose and say that:

I am, an officer of the firm of the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement or the purpose of restricting competition, as to any matter relating to such prices with any bidder, with any competitor;

Unless otherwise require by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

STATEMENT OF NON-COLLUSION (Continued)

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by .

(Name of Contractor)

Subscribed and sworn to

(Also type or print name and title of affiant under signature)

me this _____ day of _____, 20_____.
Day Month Year

Notary of Public

My Commission expires _____

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

NOTICE OF INTENT TO AWARD

Date:

To:

IN AS MUCH as you were the low responsible and responsive Bidder for work entitled:

You are hereby notified that the Owner intends to award the foresaid project to you.

You are further instructed to immediately take the necessary steps for execution of the Contract within ten (10) calendar days from the date of this Notice.

Within ten (10) calendar days, you must execute the Contract and deliver to the Owner certificates of insurance and payment bonds in the amount of 100% of the Contract Price which you are required to purchase and maintain in accordance with the Contract Documents. The Owner reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

Owner

NOTICE TO PROCEED

DATE:

PROJECT: ESPANONG ROAD SUPPORTIVE HOUSING

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE WITH THE
AGREEMENT DATED, ON OR BEFORE _____ AND
THE DATE OF COMPLETION OF ALL WORK SHALL BE _____.

Special Homes of New Jersey

BY

TITLE

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO
PROCEED IS HEREBY ACKNOWLEDGED BY

this _____ day of _____, 20_____
Day Month Year

By:
Title:

LABOR AND MATERIAL PAYMENT BOND

(This format provided for convenience, actual Labor and Material Bond is acceptable in lieu, if compatible)

Bond Number:

Contractor Name

as Principal, hereinafter called Contractor, and (Surety Company) a corporation organized and existing under the laws of the State of and authorized to do business in the State of New Jersey hereinafter called Surety, are held and firmly bound unto the Owner, hereinafter called Owner, for the use and benefit of claimants as herein below defined , in the amount of Dollars (\$), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated entered into a contract with Owner for in accordance with drawings and specifications prepared by the Owner which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract and for the hire of all equipment, tools, and all other things contracted for or used in connection therewith, then this obligation shall be void, otherwise it shall remain in full force and effect, subject however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or, with a subcontractor of the Principal for labor, material, equipment, or other things used or reasonably required for use in the performance of the Contract. "Labor and material" shall include, but not be limited to, that part of water, gas, power, light, heat, oil and gasoline, telephone service or rental of equipment applicable to the Contract.
- (2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such

LABOR AND MATERIAL PAYMENT BOND (continued)

a claimant, may sue on this bond for the use of such claimant, prosecute the suit by final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any such suit or any costs or expenses of any such suit, and Principal and Surety shall jointly and severally indemnify, defend and hold the Owner harmless for any such suit, costs or expenses.

(3) No suit or action shall be commenced hereunder by any claimant:

(a) Unless Claimant, other than one having a direct contract with the Principal, shall have given notice to all the following:

The Principal, the Owner and the Surety above named, within six (6) calendar months after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of New Jersey save that such service need not be made by a public officer.

After the expiration of one (1) year following the date on which Principal ceased all work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Other than in a State court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond may be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

LABOR AND MATERIAL PAYMENT BOND (signatures)

Signed and sealed this _____ day of _____, 20_____
Day Month Year

In the presence of: _____

BY:

(Witness) (Principal) (Seal)

(Surety Company)

BY:

(Witness) (Title) (Seal)

Note:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized Officer or Officers.

If this bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his Power of Attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Agreement.

PERFORMANCE BOND

(Insert Name and Address of Contractor)

as Principal, hereinafter called the Principal,

and (Insert Name and Address of Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto the, as Obligee, hereafter called the Owner, in the amount of _____Dollars (\$), for payment whereof Principal and Surety bid themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated

this _____ day of _____, 20____
Day Month Year

entered into a contract with the Owner for the construction of 0 Espanong Road, Jefferson, NJ 07849

in accordance with the plans and specifications prepared by the OWNER, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that is the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, term conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and fully indemnify and save harmless the Owner all outlay and expense which it may incur in making good any such default, then this obligation is to be null and void, otherwise to remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated below.

Signed and sealed this _____ day of _____, 20_____
Day Month Year

In the presence of: _____

BY:

(Witness) (Principal) (Seal)

(Surety Company)

BY:

(Witness) (Title) (Seal)

(Acknowledgment of Principal, if a Corporation)

State of :

SS:

County of:

On _____ day of _____, 20_____
Day Month Year

before me personally came and appeared to me known and known to me, being duly sworn, did depose and say that he resides at ; that he is the _____ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation and that he signed his name thereto by like order.

(SEAL)

(Notary Public)

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

During the life of the contract, the contractor shall maintain in full force and effect the following:

1. Workers Compensation Insurance and New Jersey State Disability Insurance in conformity with the applicable laws of the State of New Jersey.
2. Contractor's Comprehensive General Liability and Property Damage Insurance.
3. Contractor's Protective Comprehensive General Liability and Property Damage Insurance in his own name for sub-contractor operations.
4. Contractor's Protective Comprehensive General Liability and Property Damage Insurance in the name of the Owner.

AMOUNT OF INSURANCE

A) Comprehensive General Liability:
Bodily injury or Property Damage: **\$2,000,000**
Per occurrence/general aggregate

B) Automobile and Truck Liability:
Bodily Injury or Property Damage: **\$2,000,000**
Per occurrence/general aggregate

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the Owner, New Jersey as named Additional Insured.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the Owner's general supervision of the contractor.
- 3) The Owner shall named as "Additionally Insured".

LABOR STANDARDS

1. **HIRING OF LOCAL LABOR**

Contractor agrees to comply with provisions Section 3, as set forth in 24 CFR 135, and all applicable rules and order issued hereunder. Every contractor and subcontractor undertaking to do work on this project shall employ to the maximum extent practical, in carrying out such contract work, qualified persons who regularly reside in the area where the project is located.

2. **EQUAL OPPORTUNITY CLAUSE**

The bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically, the provisions of the equal opportunity clause.

3. **SUBCONTRACTS**

The Bidder is specifically advised that any person, for or other party to whom it is proposed to award a subcontract under this contract:

- A. Must be acceptable to the Owner after verification of the current eligibility status; and
- B. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted their Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards. Contractors and subcontractors on the GSA Debarred list are not eligible for participation in this Project.

COUNTY OF MORRIS SPECIFICATION
INCLUSIONS PACKAGE

ATTACHMENT A

NOTICE TO BIDDERS

Funding for this project is provided by the United States Department of Housing and Urban Development to the County of Morris. Therefore, the Federal Labor Standards Provisions and Davis Bacon wage rates and reporting will apply. Attention is called to the fact that the contractor must ensure that employees and applicants for employment are not discriminated against because of their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and to the greatest extent possible, opportunities for training and employment shall be given to lower-income residents of the project area and that, when possible, contracts shall be awarded to business concerns owned by area residents. Small, Minority and Women's Business Enterprises and Section 3 businesses (over \$100,000) are encouraged to submit bids.

ATTACHMENT B

EXECUTIVE ORDER 11246

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

- (1) The contractor 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 applicants are 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, upgrading, 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 contracting officer setting forth the provisions of this non-discrimination clause.
- (2) The contractor 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.
- (3) The contractor will send to each labor union or representative of workers with which he 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 Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and orders of the Secretary of Labor or pursuant thereto and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's non-compliance with non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXECUTIVE ORDER 11246 (AS AMENDED BY EXECUTIVE ORDER 11375)

Requires an Affirmative Action Plan from all federal contractors and subcontractors and requires that firms with contracts over \$50,000 and 50 or more employees develop and implement written programs to be monitored by the Department of Labor. Revised order 4 covers underutilization of females and minorities and Rule 401:2741 covers payment of dues in private clubs that discriminate on the basis of race, sex, religion, and national origin. Executive Order 11246 is enforced through compliance reviews during which the employer's Affirmative Action Compliance Plan and supporting EEO policies and practices are closely scrutinized.

ATTACHMENT C

ACCESSIBILITY TO CONSTRUCTION SITE AND CONTRACTOR'S FILES

The municipality, the County of Morris, Department of Human Services, Division of Community & Behavioral Health Services, Office of Community Development and the U.S. Department of Housing and Urban Development shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment, material invoices, contractors' books of account, relevant data and records.

ATTACHMENT D

INTEREST OF OTHER PARTIES

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 therefrom.

No member, officer or employees of the County of Morris or its designees or agents, no member of the governing body of the locality in which the project is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his tenure or for one year thereafter, have any interest, direct or indirect, in this matter or the proceeds thereof.

ATTACHMENT E

SECTION 3 REQUIREMENTS

In conformance with the requirements of *Section 3 of the Housing and Community Development Act of 1968*, to the greatest extent feasible, subrecipients receiving \$100,000 or more must award contracts for work to be performed to eligible *business concerns located in or owned by residents of the target area* to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of governmental assistance for housing.

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701, Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by the persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the requirements issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this agreement. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organizations or workers' representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided the contractor with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant, loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

ATTACHMENT F

FEDERAL LABOR STANDARDS PROVISIONS

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT - G

CONTRACTOR CLEARANCE REQUIREMENTS

COMPANY NAME: _____

OFFICE ADDRESS: _____

PHONE NUMBER: _____

FEDERAL TREASURY NUMBER: _____

DUNS NUMBER AND SAMS/CAGE NUMBER _____

WBE

MBE

PRINCIPAL OFFICERS

PRESIDENT: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

VICE PRESIDENT: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

TREASURER: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

SECRETARY: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

ATTACHMENT H

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

ATTACHMENT I

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 or Member of Congress in connection with 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.

- (2) If any funds other than 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 in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the contract documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Company _____

Authorized Signature _____

Print Name _____

Title _____

Date _____

ATTACHMENT J

HOUSING CONSTRUCTION STANDARDS

The structure must meet the standards set by the New Jersey State and local codes.

The contractor is responsible for obtaining all permits and complying with local building codes.